UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 9, 2018

SPAR Group, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware	0-27408	33-0684451
(State or Other Jurisdiction of Incorporation)	(Commission File No.)	(IRS Employer Identification No.)

333 Westchester Avenue, South Building, Suite 204, White Plains, NY	10604
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: (914) 332-4100
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:
[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into Material Definitive Agreements.

The information set forth under Item 2.01 below is hereby incorporated by reference into this Item l.01.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On January 9, 2018, we, SPAR Group, Inc. ("SGRP" or the "Registrant"), and its subsidiaries (together with SGRP, "we", "our" or the "Company"), completed its acquisition of a 51% equity interest (the "Acquisition") in Resource Plus, Inc. ("RPI"), a supplier of professional fixture installation and product merchandising services; and a 51% equity interest in both of its sister companies, Mobex of North Florida, Inc. ("Mobex "), a proprietary retail fixture mobilization system manufacturer, and Leasex, LLC ("Leasex "), a company formed to lease Mobex's proprietary equipment. RPI owns a 70% interest in BDA Resource, LLC, a Florida limited liability company ("BDA"), and RPI, Leasex, Mobex and BDA may be referred to individually and collectively as "Resource Plus".

SGRP's subsidiary, SPAR Marketing Force, Inc. ("SMF"), purchased those equity interests in Resource Plus from Joseph L. Paulk and Richard Justus pursuant to separate Stock Purchase Agreements each dated as of October 13, 2017 (each a "SPA"), which were subject to due diligence and completion of definitive documents. The base purchase prices under the SPAs for those Resource Plus equity interests were $3,000,000 for Mr. Paulk and $150,000 for Mr. Justus, subject to adjustment and potential bonuses as provided in their respective SPAs. At the closing on January 9, 2018, Mr. Paulk received the base purchase price in $400,000 cash and a Promissory Note for $2,600,000; and Mr. Justus received the base purchase price in $50,000 cash and a Promissory Note for $100,000. Those notes were issued by SMF, guarantied by SGRP pursuant to separate Guaranties, and secured by SMF pursuant to separate Securities Pledge and Escrow Agreements to the sellers of the respective acquired equity interests, with each of those documents dated and effective as of January 1, 2018. Mr. Paulk's note is repayable in installments of $300,000, plus applicable interest, per year on December 31 of each year (commencing in 2018), with the balance due on December 31, 2023; and Mr. Justus's note on December 31 of each such year (commencing in 2018) is repayable in installments of $33,333 per year, plus applicable interest, on December 31 of each year, with the balance of $33,334 due on December 31, 2020.

In connection with that closing, Mr. Paulk retired, while Mr. Justus continued as President of Resource Plus and received an Executive Officer Employment Terms and Severance Agreement with RPI ("ETSA"), with a base salary of $200,000 per year (plus an incentive bonus), and a term of office and severance protection through January 1, 2020, subject to annual extensions in the discretion of the parties.

On January 9, 2018, the Company issued a press release (the "Release"), announcing that Acquisition. A copy of the Release is attached to this Current Report on Form 8-K (this "Report") as Exhibit 99.1 and is hereby incorporated by reference herein (into this Item 2.01 and this Report).

The foregoing summary of the Acquisition is qualified in its entirety by reference to the Release and to the SPAs, the above referenced notes, pledges, guaranties, and the ETSA, which are attached hereto as Exhibits 99.2 through 99.12 and are hereby incorporated by reference herein (into this Item 2.01 and this Report).

Item 2.03 Creation of a Direct Financial Obligation.

The information set forth under Item 2.01 above is hereby incorporated by reference into this Item 2.03.

Item 7.01 Regulation FD Disclosure.

The information set forth under Item 2.01 above is hereby incorporated by reference into this Item 2.03.

Forward Looking Statements

This Current Report on Form 8-K (this "Current Report") contains "forward-looking statements" within the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, made by, or respecting, SPAR Group, Inc. ("SGRP") and its subsidiaries (together with SGRP, the "SPAR Group" or the "Company"), and this Current Report has been filed by SGRP with the Securities and Exchange Commission (the "SEC"). There also are "forward-looking statements" contained in SGRP's Annual Report on Form 10-K for its fiscal year ended December 31, 2016 (as filed, the "Annual Report"), as filed with the SEC on April 17, 2017, in SGRP's definitive Proxy Statement respecting its Annual Meeting of Stockholders held on May 18, 2017 (the "Proxy Statement"), which SGRP filed with the SEC on April 28, 2017, and SGRP's Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other reports and statements as and when filed with the SEC (including this Current Report, the Annual Report and the Proxy Statement, each a "SEC Report"). "Forward-looking statements" are defined in Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and other applicable federal and state securities laws, rules and regulations, as amended (together with the Securities Act and Exchange Act, the "Securities Laws").

All statements (other than those that are purely historical) are forward-looking statements. Words such as "may," "will," "expect," "intend", "believe", "estimate", "anticipate," "continue," "plan," "project," or the negative of these terms or other similar expressions also identify forward-looking statements. Forward-looking statements made by the Company in this Current Report or the Annual Report may include (without limitation) statements regarding: risks, uncertainties, cautions, circumstances and other factors ("Risks"); and plans, intentions, expectations, guidance or other information respecting the pursuit or achievement of the Company's five corporate objectives (growth, customer value, employee development, greater productivity & efficiency, and increased earnings per share), building upon the Company's strong foundation, leveraging compatible global opportunities, growing the Company's client base and contracts, continuing to strengthen its balance sheet, growing revenues and improving profitability through organic growth, new business development and strategic acquisitions, and continuing to control costs. The Company's forward-looking statements also include (without limitation) those made in the Annual Report in "Business", "Risk Factors", "Legal Proceedings", "Management's Discussion and Analysis of Financial Condition and Results of Operations", "Directors, Executive Officers and Corporate Governance", "Executive Compensation", "Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters", and "Certain Relationships and Related Transactions, and Director Independence".

You should carefully review and consider the Company's forward-looking statements (including all risk factors and other cautions and uncertainties) and other information made, contained or noted in or incorporated by reference into this Current Report, the Annual Report, the Proxy Statement and the other applicable SEC Reports, but you should not place undue reliance on any of them. The results, actions, levels of activity, performance, achievements or condition of the Company (including its affiliates, assets, business, clients, capital, cash flow, credit, expenses, financial condition, income, liabilities, liquidity, locations, marketing, operations, performance, prospects, sales, strategies, taxation or other achievement, results, risks, trends or condition) and other events and circumstances planned, intended, anticipated, estimated or otherwise expected by the Company (collectively, "Expectations"), and our forward-looking statements (including all Risks) and other information reflect the Company's current views about future events and circumstances. Although the Company believes those Expectations and views are reasonable, the results, actions, levels of activity, performance, achievements or condition of the Company or other events and circumstances may differ materially from our Expectations and views, and they cannot be assured or guaranteed by the Company, since they are subject to Risks and other assumptions, changes in circumstances and unpredictable events (many of which are beyond the Company's control). In addition, new Risks arise from time to time, and it is impossible for the Company to predict these matters or how they may arise or affect the Company. Accordingly, the Company cannot assure you that its Expectations will be achieved in whole or in part, that it has identified all potential Risks, or that it can successfully avoid or mitigate such Risks in whole or in part, any of which could be significant and materially adverse to the Company and the value of your investment in the Company's Common Stock.

These forward-looking statements reflect the Company's Expectations, views, Risks and assumptions only as of the date of this Current Report, and the Company does not intend, assume any obligation, or promise to publicly update or revise any forward-looking statements (including any Risks or Expectations) or other information (in whole or in part), whether as a result of new information, new or worsening Risks or uncertainties, changed circumstances, future events, recognition, or otherwise.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired

The financial statements required by this Item, with respect to the acquisition described in Item 2.01 herein, will be filed as soon as practicable, and in any event not later than 75 days after the date of the Acquisition.

(b) Pro Forma Financial Information

The pro forma financial information required by this Item, with respect to the acquisition described in Item 2.01 herein, will be filed as soon as practicable, and in any event not later than 75 days after the date of the Acquisition.

(c) Exhibits:

99.1 Press Release of the Registrant dated January 11, 2018.

99.2 Stock Purchase Agreement as of October 13, 2017, by and between the SPAR Marketing Force, Inc. ("SMF"), as buyer and Joseph L. Paulk, as seller (the "Resource Paulk SPA"); as filed herewith.

99.3 Stock Purchase Agreement as of October 13, 2017, by and between SMF, as buyer, and Richard Justus, as seller (the "Resource Justus SPA"); as filed herewith.

99.4 $2,600,000.00 secured Promissory Note from SMF to Joseph L. Paulk dated as of January 1, 2018 (the "Resource Paulk Note"); as filed herewith.

99.5 Securities Pledge and Escrow Agreement securing the Resource Paulk Note between SMF and Joseph L. Paulk dated as of January 1, 2018; as filed herewith.

99.6 Guaranty of the Resource Paulk Note by SPAR Group, Inc. ("SGRP"), in favor of Joseph L. Paulk dated as of January 1, 2018; as filed herewith.

99.7 $100,000.00 secured Promissory Note from SMF to Richard Justus dated as of January 1, 2018 (the "Resource Justus Note"); as filed herewith.

99.8 Securities Pledge and Escrow Agreement securing the Resource Justus Note between SMF and Richard Justus dated as of January 1, 2018; as filed herewith.

99.9 Guaranty of the Resource Justus Note by SGRP in favor of Joseph L. Paulk dated as of January 1, 2018; as filed herewith.

99.10 Executive Officer Employment Terms and Severance Agreement between RPI and Richard Justus dated as of January 1, 2018; as filed herewith.

99.11 First Amendment to Stock Purchase Agreement dated and effective as of January 1, 2018, by and between SMF and Joseph L. Paulk.

99.12 First Amendment to Stock Purchase Agreement dated and effective as of January 1, 2018, by and between SMF and. Richard Justus.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: January 15, 2018

SPAR Group, Inc.

By: /s/ James R. Segreto
James R. Segreto, Chief Financial Officer

EXHIBIT INDEX

Exhibit Number	Description
99.1	Press Release of the Registrant dated January 11, 2018.
99.2	Stock Purchase Agreement as of October 13, 2017, by and between the SPAR Marketing Force, Inc. ("SMF"), as buyer and Joseph L. Paulk, as seller (the "Resource Paulk SPA"); as filed herewith.
99.3	Stock Purchase Agreement as of October 13, 2017, by and between SMF, as buyer, and Richard Justus, as seller (the "Resource Justus SPA"); as filed herewith.
99.4	$2,600,000.00 secured promissory note from SMF to Joseph L. Paulk dated as of January 1, 2018 (the "Resource Paulk Note"); as filed herewith.
99.5	Securities Pledge and Escrow Agreement securing the Resource Paulk Note between SMF and Joseph L. Paulk dated as of January 1, 2018; as filed herewith.
99.6	Guaranty of the Resource Paulk Note by SPAR Group, Inc. ("SGRP"), in favor of Joseph L. Paulk dated as of January 1, 2018; as filed herewith.
99.7	$100,000.00 secured Promissory Note from SMF to Richard Justus dated as of January 1, 2018 (the "Resource Justus Note"); as filed herewith.
99.8	Securities Pledge and Escrow Agreement securing the Resource Justus Note between SMF and Richard Justus dated as of January 1, 2018; as filed herewith.
99.9	Guaranty of the Resource Justus Note by SGRP in favor of Joseph L. Paulk dated as of January 1, 2018; as filed herewith.
99.10	Executive Officer Employment Terms and Severance Agreement between RPI and Richard Justus dated as of January 1, 2018; as filed herewith.
99.11	First Amendment to Stock Purchase Agreement dated and effective as of January 1, 2018, by and between SMF and Joseph L. Paulk.
99.12	First Amendment to Stock Purchase Agreement dated and effective as of January 1, 2018, by and between SMF and. Richard Justus.

SPAR Group Acquires Resource Plus, Expands U.S. Installation and Merchandising Services Businesses

WHITE PLAINS, N.Y., January 11, 2018 -- SPAR Group, Inc. (Nasdaq: SGRP), a leading supplier of retail merchandising, business technology and other marketing services in ten countries throughout North America, Latin America, Asia Pacific and Africa, today announced that it is expanding its domestic business by acquiring a 51% interest in Resource Plus, Inc., a supplier of professional fixture installation and product merchandising services; a 51% interest in Mobex of North Florida, Inc., a proprietary retail fixture mobilization system manufacturer; and a 51% interest in Leasex, LLC, a company formed to lease Mobex's proprietary equipment (collectively, "Resource Plus").

Headquartered in Jacksonville, Florida, Resource Plus provides a wide variety of services to U.S. retailers and product manufacturers including customized weekly merchandising and complex new store and retail fixture buildouts. With the close of the acquisition, Resource Plus will run as a subsidiary of SPAR Group. Richard Justus, will remain as CEO of Resource Plus and continue to run the operations, as he has for the past 18 years.

Richard Justus, CEO of Resource Plus, said, "Gaining SPAR as a partner will deliver new value-added enhancements for our customers. SPAR's proprietary retail operating system, SPARview, enables tighter operational controls to provide faster, more efficient store execution along with enhanced insight into retail conditions. Additionally, SPAR's network of more than 8,500 merchandising specialists expands our ability to potentially accept more projects and accelerate program execution."

Chris Olivier, CEO of SPAR Group, said, "The skills, expertise and services added by Resource Plus align well with the evolving needs of the retail landscape, particularly those retailers that are adding new concepts and formats to revitalize the overall shopper experience. Furthermore, Resource Plus offers access to complementary channels and retail customers. Richard and the Resource Plus team have exceptional expertise and operational knowledge which will not only bring value to SPAR domestically, but also to SPAR's international operations."

About Resource Plus

Resource Plus is a professional fixture installation and product merchandising company. The Company's Professional Installation and Merchandising Services divisions execute programs for a variety of retail clientele and all classes of trade encompassing grocery, drug, department, furniture, hardware, computer/office supply, electronic, specialty, hotels and home improvement outlets. The Resource Plus Merchandising Services Branch maintains a 30,000 square foot office, plan-o-gram and warehouse facility located in Mooresville, North Carolina. The home office facility in Jacksonville, Florida supports all divisions of the company and also serves as the Installation Division headquarters. Resource Plus also owns a 70% interest in BDA Resource, LLC, a joint venture focused on installation of store-within-a-store fixtures in domestic retail outlets.

About SPAR Group

SPAR Group, Inc. is a diversified international merchandising and marketing services Company and provides a broad array of services worldwide to help companies improve their sales, operating efficiency and profits at retail locations. The Company provides merchandising and other marketing services to manufacturers, distributors and retailers worldwide, and coordinates the operations through the use of multi-lingual proprietary technology which drives the logistics, communication and reporting for global operations and customers. SPAR works primarily in mass merchandiser, office supply, grocery, drug, dollar, independent, convenience, toy, home improvement and electronics stores, as well as providing furniture and other product assembly services, audit services, in-store events, technology services and marketing research. The Company has supplied these product services in the United States since certain of its predecessors were formed in 1979 and internationally since the Company acquired its first international subsidiary in Japan in May 2001. Product services include restocking and adding new products, removing spoiled or outdated products, resetting categories "on the shelf" in accordance with client or store schematics, confirming and replacing shelf tags, setting new sale or promotional product displays and advertising, replenishing kiosks, demonstrating or promoting a product, providing in-store event staffing services and providing assembly services in stores, homes and offices. Audit services include price audits, point of sale audits, out of stock audits, intercept surveys and planogram audits. Other merchandising services include whole store or departmental product sets or resets (including new store openings), new product launches, in-store demonstrations, special seasonal or promotional merchandising, focused product support and product recalls. The Company currently does business in 10 countries that encompass approximately 50% of the total world population through its operations in the United States, Australia, Brazil, Canada, China, India, Japan, Mexico, South Africa and Turkey. For more information, please visit the SPAR Group's website at http://www.sparinc.com.

Company Contact:
James R. Segreto
Chief Financial Officer
SPAR Group, Inc.
(914) 332-4100

Investor Contact:
Dave Mossberg
Three Part Advisors
(817) 310-0051

Exhibit 99.2

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement") is made as of October 13, 2017, by and between SPAR Marketing Force, Inc., a Nevada corporation ("Buyer") and Joseph L. Paulk, a Florida resident ("Seller").

RECITALS

Seller desires to sell, and Buyer desires to purchase, all of the issued and outstanding shares (the "Shares") of capital stock owned or controlled by Seller of Resource Plus of North Florida, Inc., a Florida corporation ("Resource Plus"), Mobex of North Florida, Inc. a Florida corporation ("Mobex"), BlueDot Resource, LLC, a Florida limited liability company ("BlueDot"), and Leasex, LLC, a Florida limited liability company ("Leasex" and, collectively with Resource Plus, Mobex, and BlueDot, the "Acquired Companies"), for the consideration and on the terms set forth in this Agreement.

AGREEMENT

The parties, intending to be legally bound and in consideration of the premises and mutual promises herein contained, agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms have the meanings specified or referred to in this Section 1:

"Acquired Company or Acquired Companies" – as defined in the Recitals.

"Acquired Company Balance Sheet" – the balance sheet of each Acquired Company as of December 31, 2017 (the "Balance Sheet Date").

"Adjustment Amount" – as defined in Section 2.6.

"affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Ancillary Agreements" – the Noncompetition Agreement, the Consultant Agreement, the Promissory Note, the Employment Contract, the Escrow Agreement, and the Lease.

"Basket" – as defined in Section 8.2(c)(i).

"Balance Sheet Date" – as defined in the definition of "Acquired Company Balance Sheet".

"BC" – Buccaneer Capital Corporation II, a Florida corporation.

"Bonus Payments" – the payments contemplated by Section 2.5.

"Breach" – a "Breach" of a representation, warranty, covenant, obligation, or other provision of this Agreement or any instrument delivered or contemplated pursuant to this Agreement will be deemed to have occurred if there is or has been (a) any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation, or other provision, or (b) any claim (by any Person) or other occurrence or circumstance that is or was inconsistent with such representation, warranty, covenant, obligation, or other provision, and the term "Breach" means any such inaccuracy, breach, failure, claim, occurrence, or circumstance.

"Cap" – as defined in Section 8.2(c)(ii).

"Capital Accounts" – the accounts established and maintained by each Acquired Company for Seller to reflect the taxed amount of money and other monetary or non-monetary contributions of Seller to each Acquired Company.

"Closing" – as defined in Section 2.10.

"Closing Date" – as defined in Section 2.10.

"Code" – Internal Revenue Code of 1986, as amended.

"Commercially Reasonable Efforts" – the efforts that a prudent Person desirous of achieving a result would use in similar circumstances.

"Consent" – any approval, consent, ratification, waiver, permits or other authorizations, to be obtained from, notices, registrations or reports to be submitted to, or other filings to be made with, any third Person, including any Governmental Authorization.

"Consultant Agreement" – that certain Consultant Agreement, dated as of the Closing Date, between Resource Plus and Seller (in substantially the form attached hereto as Exhibit A).

"Contemplated Transactions" – all of the transactions contemplated by this Agreement, including:

(a) the sale of the Shares by Seller to Buyer;

(b) the execution, delivery, and performance of the Ancillary Agreements;

(c) the performance by Buyer and Seller of their respective covenants and obligations under this Agreement;

(d) Buyer's acquisition and ownership of the Shares; and

(e) Buyer's purchase of 2% of the outstanding shares or other ownership interest in each of the Acquired Companies from Richard Justus ("Justus").

"Contract" – any agreement, contract, obligation, promise, or undertaking (whether written or oral and whether express or implied).

"Disclosure Schedules" – the disclosure schedules attached to this Agreement.

"EBITDA" – net income plus taxes plus interest expense minus interest income, plus depreciation and amortization, and minus capital expenditures. Any amount of overhead charged to an Acquired Company other than charges for direct expenses as approved by such Acquired Company or for an arm's length allocation of shared expenses by SGRP as approved by such Acquired Company will be added to EBITDA for the purposes of calculating the Bonus Payments.

"Employment Contract" – that certain Employment Terms and Severance, dated as of the Closing Date, between Resource Plus and Joel Paulk containing terms substantially similar to the terms of Joel Paulk's employment terms as of the Closing Date (in substantially the form attached hereto as Exhibit B).

"Encumbrance" – any charge, claim, community property interest, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

"Environment" – soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins, and wetlands), groundwater, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life, and any other environmental medium or natural resource.

"Environmental, Health, and Safety Liabilities" – any cost, damages, expense, fines, liability, obligation, or other responsibility arising from or under Environmental Law or Occupational Safety and Health Law.

"Environmental Law" – any Legal Requirements related to the protection of human health (solely to the extent related to exposure to hazardous substances or materials) or to the environment or to the generation, storage, handling, use, transportation, disposal or release of any pollutant, contaminant or chemical or any other hazardous substance or material.

"Escrow Accounts" – the respective accounts used to hold the Shares and the Escrow Amount.

"Escrow Agent" – Foley & Lardner LLP, a Wisconsin limited liability partnership.

"Escrow Agreement" – that certain Escrow Agreement, dated as of the date hereof, among Seller, Buyer, and Escrow Agent (in substantially the form attached hereto as Exhibit C).

"Escrow Amount" - $400,000.

"Excess Net Worth Amount" –19.6% of net worth on the AFS in excess of $2,900,000.

"Facilities" – any real property, leaseholds, or other interests currently or formerly owned or operated by any Acquired Company and any buildings, plants, structures, or equipment (including motor vehicles) currently or formerly owned or operated by any Acquired Company.

"GAAP" –United States generally accepted accounting principles, applied on a basis consistent with the basis on which the Balance Sheet and the other financial statements referred to herein were or will be prepared.

"Governmental Authorization" – any Consent made by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

"Governmental Body" – any nation, state, county, city, town, village, district, federal, state, local, municipal, governmental or quasi-governmental authority of any nature, or other jurisdiction of any nature.

"Hazardous Materials" – any waste or other substance that is listed, defined, designated, or classified as, or otherwise determined to be, hazardous, radioactive, or toxic or a pollutant or a contaminant under or pursuant to any Environmental Law, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefore and asbestos or asbestos-containing materials.

"Intellectual Property Assets" – as defined in Section 3.20(a).

"IRC" – the Internal Revenue Code of 1986 or any successor law, and regulations issued by the IRS pursuant to the Internal Revenue Code or any successor law.

"IRS" – the United States Internal Revenue Service or any successor agency, and, to the extent relevant, the United States Department of the Treasury.

"Knowledge" – an individual will be deemed to have "Knowledge" of a particular fact or other matter if:

(a) such individual is actually aware of such fact or other matter; or

(b) such individual could reasonably be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonably comprehensive investigation concerning the existence of such fact or other matter.

"Leases" – signed 5-year leases on the properties currently rented by the Acquired Companies at the same terms and conditions as are currently being paid.

"Legal Requirement" – any federal, state, local, municipal, foreign, international, multinational, or other Order, constitution, law, ordinance, principle of common law, regulation, statute, or treaty.

"Liabilities" – any liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise

"Material Contracts" – shall mean:

(a) each Contract of an Acquired Company involving aggregate consideration in excess of $25,000 and which, in each case, cannot be cancelled by an Acquired Company without penalty or without more than 60 days' notice;

(b) all Contracts that require an Acquired Company to purchase its total requirements of any product or service from a third party or that contain "take or pay" provisions;

(c) all Contracts that provide for the indemnification by an Acquired Company of any Person or the assumption of any Liability of any Person;

(d) all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(e) all broker, distributor, dealer, manufacturer's representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts to which an Acquired Company is a party;

(f) all employment agreements and Contracts with independent contractors or consultants (or similar arrangements) to which an Acquired Company is a party and which are not cancellable without material penalty or without more than 60 days' notice;

(g) except for Contracts relating to trade receivables, all Contracts relating to indebtedness (including, without limitation, guarantees) of an Acquired Company;

(h) all Contracts with any Governmental Body to which an Acquired Company is a party;

(i) all Contracts that limit or purport to limit the ability of an Acquired Company to compete in any line of business or with any Person or in any geographic area or during any period of time;

(j) any Contracts to which an Acquired Company is a party that provide for any joint venture, partnership or similar arrangement by an Acquired Company;

(k) all Contracts between or among an Acquired Company on the one hand and Seller or any Affiliate of Seller (other than an Acquired Company) on the other hand;

(l) any other Contract that is material to an Acquired Company and not previously disclosed.

"Noncompetition Agreement" – that certain Noncompetition and Confidentiality Agreement, dated as of the Closing Date, among the Acquired Companies and Seller (in substantially the form attached hereto as Exhibit D).

"Occupational Safety and Health Law" – any Legal Requirement designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards, and any program, whether governmental or private (including those promulgated or sponsored by industry associations and insurance companies), designed to provide safe and healthful working conditions.

"Order" – any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Ordinary Course of Business" – an action taken by a Person will be deemed to have been taken in the "Ordinary Course of Business" only if:

(a) such action is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person; and

(b) such action is similar in nature and magnitude to actions customarily taken and consistent with industry standards.

"Organizational Documents" – (a) the articles of incorporation or certificate of formation/organization of each Acquired Company, as may be amended from time to time and (b) the bylaws or operating agreement of each Acquired Company.

"Person" – any individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

"Post-Closing Tax Period" means any taxable period beginning after the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period beginning after the Closing Date.

"Post-Closing Taxes" means Taxes of an Acquired Company for any Post-Closing Tax Period.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

"Pre-Closing Taxes" means Taxes of an Acquired Company for any Pre-Closing Tax Period.

"Proceeding" – any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Promissory Note" – that certain Promissory Note, dated as of the Closing Date, entered into by Buyer in favor of Seller in the amount of $2,600,000 (in substantially the form attached hereto as Exhibit E).

"Real Property" – the real property owned, leased or subleased by any Acquired Company, together with all buildings, structures and facilities located thereon.

"Release" – any spilling, leaking, emitting, discharging, depositing, escaping, leaching, dumping, or other releasing into the Environment, whether intentional or unintentional.

"Representative" – with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"SGRP" – SPAR Group, Inc.

"Shares" – as defined in the Recitals.

"Shares Transfer" – The transfer of Shares from the Escrow Account to Buyer.

"Shares Transfer Date" – Closing Date.

"Taxes" – all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

"Tax Return" – any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Threatened" – a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made (orally or in writing) or any notice has been given (orally or in writing), or if any other event has occurred or any other circumstances exist, that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

2. PURCHASE AND SALE OF SHARES

2.1 ESCROW

On or prior to the date hereof:

(a) Seller will transfer the Shares to Escrow Agent for deposit into an Escrow Account; and

(b) Buyer will transfer the Escrow Amount to the Escrow Agent for deposit into an Escrow Account.

2.2 **PURCHASE AND SALE OF SHARES**

At the Closing, (a) Seller shall direct Escrow Agent to release the Shares to Buyer, (b) Escrow Agent shall deliver to Seller, and Seller shall accept and take delivery of one-half of the Escrow Amount, and (c) Escrow Agent shall deliver to BC, and Seller shall cause BC to accept and take delivery of one-half of the Escrow Amount.

2.3 **PURCHASE PRICE**

The following amount shall be payable by Buyer in the aggregate to Seller for the Shares: (i) $3,000,000 (the "Base Purchase Price"), plus (ii) the Bonus Payments (as determined in accordance with Section 2.5), if any, minus (iii) the Adjustment Amount (as determined in accordance with Section 2.6), if any, plus (iv) simple interest on the Base Purchase Price at the annual mid-term applicable federal rate of 1.85% as published by the Internal Revenue Service for October 2017, plus (v) the Excess Net Worth Amount, if any, to be paid in 24 equal monthly installments starting with January 31, 2018 until paid in full. The dollar amount resulting from the sum of clauses (i)-(v) shall be the "Purchase Price".

2.4 **PAYMENT OF THE BASE PURCHASE PRICE**

The Base Purchase Price shall be paid as follows:

(a) At Closing, Escrow Agent shall distribute from the Escrow Account $200,000 to each of Seller and BC.

(b) The remaining $2,600,000 of the Base Purchase Price (which amount will be secured by the Promissory Note) shall be paid as follows:

(i) Starting on December 31, 2018 and ending on December 31, 2023, Buyer shall cause Resource Plus or SPAR to pay to Seller $300,000 per year out of Buyer's share of distributions on December 31 of each such year (each an "Annual Payment") until December 31, 2023 at which time any remaining balance will be paid in full, subject, in each case and in the aggregate, to reduction in accordance with the terms of Sections 2.4(c) and 2.4(d) below. The Annual Payments made by Resource Plus or SPAR shall be credited against Buyer's obligations under the Promissory Note.

(ii) Two-thirds (2/3) of each Annual Payment, if any, shall be paid to BC and the remaining one-third (1/3) of each Annual Payment shall be paid to Seller.

(iii) The interest for each year shall be paid on December 31 of each year.

(c) Once the Adjustment Amount, if any, has been finalized in accordance with the terms of Section 2.7 below, each Annual Payment, in the order in which such Annual Payment becomes due and payable, shall be reduced by the greater of (i) the Adjustment Amount or (ii) $300,000 until the balance of the Adjustment Amount has been reduced to zero or until December 31, 2023 at which time any remaining balance will be paid in full.

(d) If, after giving effect to any reductions in an Annual Payment as a result of the finally determined Adjustment Amount, the balance of any Annual Payment is less than $300,000 but greater than $0, then two-thirds (2/3) of such balance shall be paid to BC and the remaining one-third (1/3) of such balance shall be paid to Seller.

(e) If, after giving effect to payments made by Resource Plus, any portion of an Annual Payment remains unpaid, Buyer shall pay the balance of such Annual Payment.

2.5 **BONUS PAYMENTS**

Within three (3) calendar months after the end of each fiscal year until the Promissory Note is paid in full, Buyer shall deliver to Seller audited financial statements of Resource Plus ("AFS") and make all payments due under this Section 2.5 as follows:

(a) With respect to potential bonus payments for each year from 2018-2022, Buyer shall pay or cause to be paid to Seller an amount calculated in accordance with Exhibit F (the "Bonus Payments").

(b) The aggregate amount in Bonus Payments paid to Seller shall in no event exceed $500,000.

2.6 **ADJUSTMENT AMOUNT**

The "Adjustment Amount" will set forth the amount that the stockholders' equity of Resource Plus on the ABS (as determined in accordance with GAAP) is less than $2,700,000 ("Minimum Net Equity"). If Seller has taken any distributions from the Acquired Companies after August 1, 2017, then the Minimum Net Equity shall be increased to include the amount of such distributions. At any time before Closing, the Acquired Companies may make tax distributions for the 2017 calendar year to the equity owners thereof in an amount sufficient to pay the federal income tax liability of all equity owners, which liability shall be computed at the highest federal income tax bracket in effect for the 2017 tax year, and the Minimum Net Equity Amount shall be increased to include the amount of such distributions. The Acquired Companies may pay the Seller and Justus all amounts Seller and Justus loaned to the Acquired Companies as shown on the balance sheets of the Acquired Companies as of the date hereof; any such amounts shall not be counted as distributions.

2.7 **ADJUSTMENT PROCEDURE**

(a) Buyer will deliver to Seller within 60 days after the Closing the GAAP Audited Balance Sheet of Resource Plus as of the Closing Date (the "ABS"). If the ABS sets forth a net worth less than the Minimum Net Equity, then Seller will have 30 days following delivery of the ABS to object to the ABS; and, if no objection is received, the ABS will be used in computing the Adjustment Amount under Section 2.6.

(b) If Seller gives such notice of objection, then the issues in dispute will be submitted to BDO USA, LLP (the "Accountants"), for resolution. If issues in dispute are submitted to the Accountants for resolution, each party will furnish to the Accountants such work papers and other documents and information relating to the disputed issues as the Accountants may request. The final determination by the Accountants will be binding and conclusive on the parties, and Buyer and Seller will each bear 50% of the Accountants' fees for such determination.

2.8 **ADDITIONAL COMPENSATION**

In addition to the Purchase Price, Buyer agrees:

(a) To provide Seller with medical insurance under an Acquired Company Employee Plan from the Closing Date until August 31, 2019 paid for by Resource Plus.

(b) To transfer to Seller the car currently being driven by Seller and owned by Resource Plus at a date selected by Buyer, in its sole discretion, free and clear of any liens or amounts due for such car.

2.9 **PRE-CLOSING OBLIGATIONS**

As of the date hereof:

(a) Seller will deliver to the Escrow Agent (1) certificates representing the Shares and (2) duly-executed stock powers transferring the Shares to Buyer; and

(b) Buyer will deliver to the Escrow Agent the Escrow Amount.

2.10 **CLOSING**

The "Closing" shall take place electronically by the mutual exchange and delivery to the counterparty of facsimile or portable document format (.PDF) signatures, commencing at 10:00 a.m. eastern standard time on December 31, 2017 (the "Closing Date"). Subject to the provisions of Section 7.1, failure to consummate the transactions contemplated in this Agreement on the date and time and at the place determined pursuant to this Section 2.10 will not result in the termination of this Agreement and will not relieve any party of any obligation under this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

3.1 ORGANIZATION AND GOOD STANDING

Each Acquired Company is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation, organization, or formation, and has all organizational powers and all governmental licenses, authorizations, permits consents and approvals required to carry on its business as it has been and is now currently conducted. Each Acquired Company is duly qualified to do business as a foreign corporation and is in good standing under each state or other jurisdiction where such qualification is necessary.

3.2 AUTHORITY; NO CONFLICT

(a) Seller has full power and authority to enter into this Agreement and the Ancillary Agreements, to carry out the obligations hereunder and thereunder and to consummate the transactions hereby and thereby. The execution, delivery and performance of this Agreement, the Ancillary Agreements and other documents and instruments to be executed and delivered by Seller pursuant hereto and thereto and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action of Seller. This Agreement and the Ancillary Agreements have been duly and validly executed and delivered by Seller and, when executed and delivered, this Agreement, the Ancillary Agreements and the other documents and instruments to be executed and delivered by Seller pursuant hereto and thereto will constitute the legal, valid, and binding agreements of Seller, enforceable against Seller in accordance with their respective terms.

(b) The execution, delivery and performance by Seller of this Agreement and the Ancillary Agreements to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (1) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of any of the Acquired Companies; (2) conflict with or result in a violation or breach of any provision of any Law applicable to Seller or the Acquired Companies; (3) except as set forth in Section 3.2(b) of the Disclosure Schedules, require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract to which Seller or an Acquired Company is a party or by which Seller or an Acquired Company is bound or to which any of their respective properties and assets are subject (including any Material Contract) or any permit affecting the properties, assets or business of an Acquired Company; or (4) result in the creation or imposition of any Encumbrance on any properties or assets of an Acquired Company. No Consent of a Governmental Body is required by or with respect to Seller or the Acquired Companies in connection with the execution and delivery of this Agreement and the Ancillary Agreements.

3.3 **CAPITALIZATION**

All authorized, issued, and outstanding shares of capital stock or equity securities of each Acquired Company (the "Outstanding Shares") are as set forth on Section 3.3 of the Disclosure Schedules. All of the Outstanding Shares have been duly authorized and validly issued in compliance with all Legal Requirements and are fully paid and non-assessable and owned by Seller or BC, as applicable, in each case, free and clear of any Encumbrances. None of the Outstanding Shares were issued in violation of any Legal Requirements, agreement, arrangement or understanding to which Seller, BC or any Acquired Company is a party or in violation of any preemptive or similar rights of any Person. There are no outstanding or authorized (a) shares of capital stock or other equity securities of any Acquired Company (other than the Outstanding Shares) or any debt securities relating to any Acquired Company, (b) securities of any Acquired Company convertible into or exchangeable for shares of capital stock or other equity securities of such Acquired Company or (c) options, warrants, other rights to acquire from any Acquired Company or any other Person, or other obligations of any Acquired Company to issue, any shares of capital stock or other equity securities, any securities convertible or exchangeable for capital stock or other equity securities of any Acquired Company or any debt securities relating to any Acquired Company (the items in clauses (a), (b) and (c) being referred to collectively as the "Acquired Companies Securities"). There are no outstanding obligations of any Acquired Company to repurchase, redeem or otherwise acquire any Acquired Companies Securities. There are no outstanding agreements or other understandings relating to the voting of any Acquired Companies Securities.

3.4 **NO SUBSIDIARIES**

None of the Acquired Companies owns, or has any interest in any shares or have an ownership interest in any other Person.

3.5 **BOOKS AND RECORDS**

(a) The books of account, minute books, stock record books, organizational documents and other records of the Acquired Companies, all of which have been made available to Buyer, are complete and correct and have been maintained in accordance with sound business practices including the maintenance of an adequate system of internal controls. The minute books of the Acquired Companies contain accurate and complete records of all meetings held of, and corporate action taken by, the stockholders, the Boards of Directors, and committees of the Boards of Directors of the Acquired Companies, and no meeting of any such stockholders, Board of Directors, or committee has been held for which minutes have not been prepared and are not contained in such minute books. At the Closing, all of those books and records will be in the possession of the Acquired Companies.

(b) Complete copies of each Acquired Company's audited financial statements consisting of the balance sheets of each Acquired Company as at December 31 in each of the years 2014, 2015, and 2016 and the related statements of income and retained earnings, stockholder's equity and cash flow for the years then ended (each an "Acquired Company AFS"), and unaudited financial statements consisting of the balance sheet of each Acquired Company as of September 30], 2017 and the related statements of income and retained earnings, stockholder's equity and cash flow for the nine-month period then ended (each an "Acquired Company IFS" and, together with the Acquired Company AFS, the "Financial Statements") have been delivered to Buyer. The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved, subject, in the case of each Acquired Company IFS, to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes (that, if presented, would not differ materially from those presented in any Acquired Company AFS). The Financial Statements are based on the books and records of each Acquired Company, and fairly present the financial condition of each Acquired Company as of the respective dates they were prepared and the results of the operations of each Acquired Company for the periods indicated. Each Acquired Company maintains a standard system of accounting established and administered in accordance with GAAP.

3.6 **TITLE TO PROPERTIES; ENCUMBRANCES**

The respective Acquired Company Balance Sheet of each Acquired Company contains a complete and accurate list of all real property, leaseholds, or other interests therein owned by such Acquired Company. The Acquired Companies have good and valid title to all the properties and assets (whether real, personal, or mixed and whether tangible or intangible) reported on their respective balance sheet or acquired after the date hereof.

3.7 **CUSTOMERS AND SUPPLIERS**

(a) Section 3.7(a) of the Disclosure Schedules sets forth (i) each customer who has paid aggregate consideration to any Acquired Company for goods or services rendered in an amount greater than or equal to $250,000 for each of the two most recent fiscal years (collectively, the "Material Customers"); and (ii) the amount of consideration paid by each Material Customer during such periods. No Acquired Company has received any notice, or has any reason to believe, that any of its Material Customers has ceased, or intends to cease after the Closing, to use its goods or services or to otherwise terminate or materially reduce its relationship with such Acquired Company.

(b) Section 3.7(b) of the Disclosure Schedules sets forth (i) each supplier to whom any Acquired Company has paid consideration for goods or services rendered in an amount greater than or equal to $100,000 for each of the two most recent fiscal years (collectively, the "Material Suppliers"); and (ii) the amount of purchases from each Material Supplier during such periods. No Acquired Company has received any notice, or has any reason to believe, that any of its Material Suppliers has ceased, or intends to cease, to supply goods or services to such Acquired Company or to otherwise terminate or materially reduce its relationship with such Acquired Company.

3.8 **ACCOUNTS RECEIVABLE**

The respective Acquired Company Balance Sheet of each Acquired Company contains a complete and accurate list of all accounts receivables of such Acquired Company (the "Accounts Receivables") as of the date of the Closing. All Accounts Receivables represent valid obligations arising from sales actually made or services actually performed in the Ordinary Course of Business, collectible net of the respective reserves shown on each Acquired Company Balance Sheet, subject to such reserves, each of the Accounts Receivable will be collected in full, without any set-off, within 90 days after the day on which it first becomes due and payable. There is no contest, claim, or right of set-off, under any Contract with any obligor of an Accounts Receivable relating to the amount or validity of such Accounts Receivable. Any Accounts Receivable not collected in 90 days after the Closing Date will be booked as bad debt and used to reduce the Stockholders Equity and the Adjustment Amount in Section 2.6 will be recalculated to add the aggregate amount of such bad debt to the Minimum Net Equity.

3.9 **NO UNDISCLOSED LIABILITIES**

The Acquired Companies have no Liabilities of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) except for Liabilities reflected or reserved against on an Acquired Company Balance Sheet. The charges, accruals, and reserves with respect to Taxes on the respective books of each Acquired Company are adequate (determined in accordance with GAAP) and are at least equal to that Acquired Company's Liability for Taxes. There exists no proposed Tax assessment against any Acquired Company except as disclosed in the Balance Sheet. All Taxes that any Acquired Company is or was required by Legal Requirements to withhold or collect have been duly withheld or collected and, to the extent required, have been paid to the proper Governmental Body or other Person.

3.10 **NO MATERIAL ADVERSE CHANGE**

Since the Balance Sheet Date, there has not been any material adverse change in the business, operations, properties, prospects, assets, or condition of any Acquired Company, and no event has occurred or circumstance exists that may result in such a material adverse change.

3.11 **EMPLOYEE BENEFITS**

(a) Section 3.11(a) of the Disclosure Schedules sets forth a correct and complete list of, and the Seller has made available to Buyer copies of each (1) "employee benefit plan", as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (2) employment, severance or similar contract, plan, arrangement or policy and (3) other plan, arrangement or policy (written or oral) providing for compensation, bonuses, profit-sharing, stock option or other stock related rights or other forms of incentive or deferred compensation, vacation benefits, insurance (including any self-insured arrangements), health or medical benefits, employee assistance program, disability or sick leave benefits, workers' compensation, supplemental unemployment benefits, severance benefits and post-employment or retirement benefits (including compensation, pension, health, medical or life insurance benefits) (i) which is sponsored, maintained, administered or contributed to by an Acquired Company (each, an "Acquired Company Employee Plan") or (ii) covers any Employee and is sponsored, maintained, administered or contributed to by an Acquired Company or any of its ERISA affiliates. Seller has made available to Buyer copies of the currently effective summary plan description, together with each summary of material modifications, if required by ERISA; all material and currently effective employee communications relating to each Acquired Company Employee Plan, where applicable; copies of any trust agreements or other funding arrangements, custodial agreements, insurance policies and contracts, administration agreements and similar agreements, and investment management or investment advisory agreements, now in effect or required in the future as a result of the transactions contemplated by this Agreement or otherwise; copies of any summary plan descriptions, summaries of material modifications, summaries of benefits and coverage, COBRA communications, employee handbooks and any other written communications (or a description of any oral communications) relating to any Acquired Company Employee Plan; in the case of any Acquired Company Employee Plan that is intended to be qualified under Section 401(a) of the Code, a copy of the most recent determination, opinion or advisory letter from the IRS and any legal opinions issued thereafter with respect to such Acquired Company Employee Plan's continued qualification; in the case of any Acquired Company Employee Plan for which a Form 5500 must be filed, a copy of the two most recently filed Forms 5500, with all corresponding schedules and financial statements attached; actuarial valuations and reports related to any Acquired Company Employee Plan with respect to the two most recently completed plan years; the most recent nondiscrimination tests performed under the Code; and copies of material notices, letters or other correspondence from the IRS, Department of Labor, Department of Health and Human Services, Pension Benefit Guaranty Corporation or other Governmental Authority relating to such Acquired Company Employee Plan.

(b) None of the Acquired Companies, any ERISA affiliate or any predecessor thereof sponsors, maintains or contributes to, or has in the past six years sponsored, maintained or contributed to, any Acquired Company Employee Plan subject to Title IV of ERISA.

(c) None of the Acquired Companies, any ERISA affiliate or any predecessor thereof contributes to, or has in the past contributed to (or had an obligation to contribute to), any multiemployer plan, as defined in Section 3(37) of ERISA, and no event has occurred or condition exists which would be reasonably expected to result in any Acquired Company incurring any material liability as a successor employer with respect to any such multiemployer plan to which Seller or any of its ERISA affiliates has contributed (or had an obligation to contribute).

(d) Each Acquired Company Employee Plan which is intended to be qualified under Section 401(a) of the Code (a "Qualified Plan") has received a favorable determination, opinion or advisory letter, or or is a prototype or volume submitted plan for which the sponsor of such prototype or volume submitter plan has received a favorable determination or opinion letter from the Internal Revenue Service regarding its qualification thereunder upon which the Acquired Companies may rely, and no event has occurred since the date of the most recent determination letter relating to any such Qualified Plan that would reasonably be expected to result in the disqualification of such Qualified Plan or the loss of tax-exempt status for the related trust. Nothing has occurred with respect to any Acquire Company Employee Plan that has subjected or could reasonably be expected to subject any Acquired Company or any of its ERISA Affiliates or, with respect to any period on or after the Closing Date, Buyer or any of its Affiliates, to a penalty under Section 502 of ERISA or to tax or penalty under Sections 4975 or 4980H of the Code. Seller has made available to Buyer copies of the most recent IRS determination, opinion or advisory letter with respect to each such Acquired Company Employee Plan. Each Acquired Company Employee Plan has been maintained in compliance with its terms and with the requirements prescribed by any and all Applicable Laws, including ERISA and the Code, which are applicable to such Acquired Company Employee Plan. There is no Proceeding pending (other than routine claims for benefits) or, to the Knowledge of Seller, threatened with respect to any Acquired Company Employee Plan or against the assets of any Acquired Company Employee Plan, in each case regarding any Employee.

(e) The Acquired Companies do not have any current or projected liability in respect of post-employment or post-retirement health or medical or life insurance benefits, except as required to avoid excise tax under Section 4980B of the Code, and will not incur any such liability as a successor employer with respect to its ERISA affiliates as of the date hereof.

(f) Except as set forth in this Agreement, neither the execution and delivery of this Agreement, the Ancillary Agreements, and any related documents nor the consummation of the transactions contemplated hereby or thereby will, either alone or in combination with any other event, (1) result in payment becoming due under any Acquired Company Employee Plan, (2) increase any compensation or benefits payable under any Acquired Company Employee Plan, including acceleration of the time of payment or vesting of any compensation or benefits, (3) require any Acquired Company to fund any liabilities or place in trust or otherwise set aside any amounts in respect of any Acquired Company Employee Plan, (4) result in any payments or benefits for any current or former Employees under any Acquired Company Employee Plan that may be considered "excess parachute payments" under Section 280G of the Code, or (5) limit or restrict the right of any Acquire Company to merge, amend or terminate any Acquired Company Employee Plan.

(g) Each individual who is classified by any Acquired Company as an independent contractor has been properly classified for purposes of participation and benefit accrual under each Acquired Company Employee Plan.

(h) No Acquired Company is currently a party to or otherwise obligated under any arrangement requiring it to provide any gross-up, make-whole or other payment with respect to Taxes, including payments relating to Section 409A or Section 4999 of the Code.

(i) There has not been any announced plan or legally binding commitment to create any additional arrangement that would be considered an Acquired Company Employee Plan, or to amend, modify or terminate any Acquired Company Employee Plan, which would result in any material increase in the liabilities of any Acquired Company.

(j) Each Employee who is a participant in any defined benefit pension plan of an Acquired Company or its ERISA affiliates is fully vested in his or her benefit under such plan.

(k) Each Acquired Company Employee Plan can be amended, terminated or otherwise discontinued after the Closing in accordance with its terms, without material liabilities to Buyer, any Acquired Company or any of their Affiliates other than ordinary administrative expenses typically incurred in a termination event.

(l) Except as set forth in Section 3.11(l) of the Disclosure Schedules, there is no pending or Threatened Proceeding, and no Acquired Company Employee Plan has with the past five (5) years prior to the date hereof been the subject of an examination or audit by a Governmental Body or the subject of an application or filing under or is a participant in, an amnesty, voluntary compliance, self-correction or similar program sponsored by any Governmental Body.

(m) Except as set forth in Section 3.11(m) of the Disclosure Schedules and other than as required under Sections 601 to 608 of ERISA or other applicable Law, no Acquired Company Employee Plan provides post-termination or retiree health benefits to any individual for any reason, and neither the Company nor any of its ERISA Affiliates has any Liability to provide post-termination or retiree health benefits to any individual or ever represented, promised or contracted to any individual that such individual would be provided with post-termination or retiree health benefits.

3.12 **COMPLIANCE WITH LEGAL REQUIREMENTS; GOVERNMENTAL AUTHORIZATIONS**

(a) Each Acquired Company is, and at all times has been, in material compliance with each Legal Requirement that is or was applicable to it or to the conduct or operation of its business or the ownership or use of any of its assets.

(b) No event has occurred or circumstance exists that (with or without notice or lapse of time) (i) may constitute or result in a material violation by any Acquired Company of, or a material failure on the part of any Acquired Company to comply with, any Legal Requirement, or (ii) may give rise to any material obligation on the part of any Acquired Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

(c) No Acquired Company has received, at any time since January 1, 2014, any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding (i) any actual, alleged, possible, or potential violation of, or failure to comply with, any material Legal Requirement, or (ii) any actual, alleged, possible, or potential obligation on the part of any Acquired Company to undertake, or to bear all or any portion of the cost of, any remedial action of any material nature.

3.13 **LEGAL PROCEEDINGS; ORDERS**

There is no pending Proceeding:

(a) that has been served upon any Acquired Company or that otherwise relates to, or may affect the business of, or any of the assets owned or used by, any Acquired Company; or

(b) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions.

To the Knowledge of Seller, (1) no such Proceeding has been Threatened, and (2) no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any such Proceeding.

3.14 **ABSENCE OF CERTAIN CHANGES AND EVENTS**

Since the Balance Sheet Date, the Acquired Companies have conducted their respective businesses only in the Ordinary Course of Business and there has not been any:

(a) change in any Acquired Company's authorized or issued capital stock; grant of any stock option or right to purchase shares of capital stock of any Acquired Company; issuance of any security convertible into such capital stock; grant of any registration rights; purchase, redemption, retirement, or other acquisition by any Acquired Company of any shares of any such capital stock; or declaration or payment of any dividend or other distribution or payment in respect of shares of capital stock;

(b) amendment to the Organizational Documents of any Acquired Company;

(c) entry into, termination of, or receipt of notice of termination of (i) any license, distributorship, dealer, sales representative, joint venture, credit, or similar agreement, or (ii) any Contract or transaction involving a total remaining commitment by or to any Acquired Company;

(d) material change in any method of accounting or accounting practice of the Acquired Companies, except as required by GAAP or as disclosed in the notes to the Financial Statements;

(e) entry into any Material Contract;

(f) incurrence, assumption or guarantee of any indebtedness for borrowed money except unsecured current obligations and Liabilities incurred in the Ordinary Course of Business;

(g) transfer, assignment, sale or other disposition of any of the assets shown or reflected in the Balance Sheet or cancellation of any debts or entitlements;

(h) transfer or assignment of or grant of any license or sublicense under or with respect to any Intellectual Property Assets or any Contracts involving Intellectual Property Assets;

(i) abandonment or lapse of or failure to maintain in full force and effect any issuance, registration or application of Intellectual Property Assets by, to or with any Governmental Body or authorized private registrar in any jurisdiction, including issued patents, registered trademarks, domain names and copyrights, and pending applications for any of the foregoing

(j) material damage, destruction or loss (whether or not covered by insurance) to its property;

(k) acceleration, termination, material modification to or cancellation of any material Contract (including, but not limited to, any Material Contract) to which an Acquired Company is a party or by which it is bound;

(l) any material capital expenditures or investment in any other Person;

(m) imposition of any Encumbrance upon any of the Acquired Companies' properties, capital stock or assets, tangible or intangible;

(n) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of its current or former employees, officers, directors, independent contractors or consultants, other than as provided for in any written agreements or required by applicable Law;

(o) hiring or promoting any Person as or to (as the case may be) an officer except to fill a vacancy in the Ordinary Course of Business;

(p) adoption, modification or termination of any: (i) employment, severance, retention or other agreement with any current or former employee, officer, director, independent contractor or consultant, (ii) Benefit Plan or (iii) collective bargaining or other agreement with a union, in each case whether written or oral;

(q) any loan to (or forgiveness of any loan to), or entry into any other transaction with, any of its stockholders or current or former directors, officers and employees;

(r) entry into a new line of business or abandonment or discontinuance of existing lines of business;

(s) purchase, lease or other acquisition of the right to own, use or lease any property or assets for an amount in excess of $5,000, individually (in the case of a lease, per annum) or $25,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of inventory or supplies in the Ordinary Course of Business;

(t) acquisition by merger or consolidation with, or by purchase of a substantial portion of the assets or stock of, or by any other manner, any business or any Person or any division thereof;

(u) action by an Acquired Company to make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action or enter into any other transaction that would have the effect of increasing the Tax Liability or reducing any Tax asset of Buyer in respect of any Tax period after the Closing; or

(v) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

3.15 **CONTRACTS; NO DEFAULTS**

(a) Schedule 3.15 contains a complete and accurate list, and Seller has delivered to Buyer true and complete copies, of:

(i) each Contract that involves performance of services or delivery of goods or materials with a total order price of $100,000 or more by one or more Acquired Companies;

(ii) each Contract that was not entered into in the Ordinary Course of Business and that involves expenditures or receipts of one or more Acquired Companies;

(iii) each lease, rental or occupancy agreement, license, installment and conditional sale agreement, and other Contract affecting the ownership of, leasing of, title to, use of, or any leasehold or other interest in, any real or personal property (except personal property leases and installment and conditional sales agreements;

(iv) each licensing agreement or other Contract with respect to patents, trademarks, copyrights, or other intellectual property, including agreements with current or former employees, consultants, or contractors regarding the appropriation or the non-disclosure of any of the Intellectual Property Assets;

(v) each joint venture, partnership, and other Contract (however named) involving a sharing of profits, losses, costs, or liabilities by any Acquired Company with any other Person;

(vi) each Contract containing covenants that in any way purport to restrict the business activity of any Acquired Company or any Affiliate of an Acquired Company or limit the freedom of any Acquired Company or any Affiliate of an Acquired Company to engage in any line of business or to compete with any Person;

(vii) each Contract providing for payments to or by any Person based on sales, purchases, or profits, other than direct payments for goods;

(viii) each power of attorney that is currently effective and outstanding that relates to any Acquired Company;

(ix) each Contract entered into other than in the Ordinary Course of Business that contains or provides for an express undertaking by any Acquired Company to be responsible for consequential damages;

(x) each Contract for capital expenditures in excess of $50,000.00;

(xi) each written warranty, guaranty, and or other similar undertaking with respect to contractual performance extended by any Acquired Company other than in the Ordinary Course of Business; and

(xii) each amendment, supplement, and modification (whether oral or written) in respect of any of the foregoing.

(b) Each Contract identified on Schedule 3.15 or required to be identified is in full force and effect and is valid and enforceable in accordance with its terms.

(c) There are no renegotiations of, attempts to renegotiate, or outstanding rights to renegotiate any material amounts paid or payable to any Acquired Company under current or completed Contracts identified on Schedule 3.15 with any Person and no such Person has made written demand for such renegotiation.

(d) The Contracts identified on Schedule 3.15 relating to the sale, or provision of services by the Acquired Companies have been entered into in the Ordinary Course of Business and have been entered into without the commission of any act alone or in concert with any other Person, or any consideration having been paid or promised, that is or would be in violation of any Legal Requirement.

3.16 **INSURANCE**

(a) Seller has delivered to Buyer:

(i) true and complete copies of all policies of insurance to which any Acquired Company is a party or under which any Acquired Company, or any director of any Acquired Company, is or has been covered at any time within the two years preceding the date of this Agreement;

(ii) true and complete copies of all pending applications for policies of insurance;

(iii) any statement by the auditor of any Acquired Company's financial statements with regard to the adequacy of such entity's coverage or of the reserves for claims;

(iv) any self-insurance arrangement by or affecting any Acquired Company, including any reserves established thereunder;

(v) any contract or arrangement, other than a policy of insurance, for the transfer or sharing of any risk by any Acquired Company; and

(vi) all obligations of the Acquired Companies to third parties with respect to insurance (including such obligations under leases and service agreements) and identifies the policy under which such coverage is provided.

(vii) all policies to which any Acquired Company is a party or that provide coverage to Seller, any Acquired Company, or any director or officer of an Acquired Company:

(b) The Acquired Companies have paid all premiums due, and have otherwise performed all of their respective obligations, under each policy to which any Acquired Company is a party or that provides coverage to any Acquired Company or director thereof.

3.17 **ENVIRONMENTAL AND HEALTH AND SAFETY MATTERS**

(a) Each Acquired Company is, and at all times has been, in material compliance with, and has not been and is not in violation of or liable under, any Environmental Law. No Seller or Acquired Company has any basis to expect, nor has any of them or any other Person for whose conduct they are or may be held to be responsible received, any actual or Threatened order, notice, or other communication from (i) any Governmental Body or private citizen acting in the public interest, or (ii) the current or prior owner or operator of any Facilities, of any actual or potential violation or failure to comply with any Environmental Law, or of any actual or Threatened obligation to undertake or bear the cost of any Environmental, Health, and Safety Liabilities with respect to any of the Facilities or any other properties or assets (whether real, personal, or mixed) in which Seller or any Acquired Company has had an interest, or with respect to any property or Facility at or to which Hazardous Materials were generated, manufactured, refined, transferred, imported, used, or processed by Seller, any Acquired Company, or any other Person for whose conduct they are or may be held responsible, or from which Hazardous Materials have been transported, treated, stored, handled, transferred, disposed, recycled, or received.

(b) There are no pending or, to the Knowledge of Seller and the Acquired Companies, Threatened claims, Encumbrances, or other restrictions of any nature, resulting from any Environmental, Health, and Safety Liabilities or arising under or pursuant to any Environmental Law, with respect to or affecting any of the Facilities or any other properties and assets (whether real, personal, or mixed) in which Seller or any Acquired Company has or had an interest.

(c) No Seller or Acquired Company has any basis to expect, nor has any of them or any other Person for whose conduct they are or may be held responsible, received, any citation, directive, inquiry, notice, Order, summons, warning, or other communication that relates to Hazardous Activity, Hazardous Materials, or any alleged, actual, or potential violation or failure to comply with any Environmental Law, or of any alleged, actual, or potential obligation to undertake or bear the cost of any Environmental, Health, and Safety Liabilities with respect to any of the Facilities or any other properties or assets (whether real, personal, or mixed) in which Seller or any Acquired Company had an interest, or with respect to any property or facility to which Hazardous Materials generated, manufactured, refined, transferred, imported, used, or processed by Seller, any Acquired Company, or any other Person for whose conduct they are or may be held responsible, have been transported, treated, stored, handled, transferred, disposed, recycled, or received.

(d) No Seller or Acquired Company, or any other Person for whose conduct they are or may be held responsible, has any Environmental, Health, and Safety Liabilities with respect to the Facilities or with respect to any other properties and assets (whether real, personal, or mixed) in which Seller or any Acquired Company (or any predecessor), has or had an interest, or at any property geologically or hydrologically adjoining the Facilities or any such other property or assets.

(e) There are no Hazardous Materials present on or in the Environment at the Facilities or at any geologically or hydrologically adjoining property, including any Hazardous Materials contained in barrels, above or underground storage tanks, landfills, land deposits, dumps, equipment (whether moveable or fixed) or other containers, either temporary or permanent, and deposited or located in land, water, sumps, or any other part of the Facilities or such adjoining property, or incorporated into any structure therein or thereon. No Seller, Acquired Company, any other Person for whose conduct they are or may be held responsible, or any other Person, has permitted or conducted, or is aware of, any Hazardous Activity conducted with respect to the Facilities or any other properties or assets (whether real, personal, or mixed) in which Seller or any Acquired Company has or had an interest except in full compliance with all applicable Environmental Laws.

(f) There has been no Release or, to the Knowledge of Seller and the Acquired Companies, Threat of Release, of any Hazardous Materials at or from the Facilities or at any other locations where any Hazardous Materials were generated, manufactured, refined, transferred, produced, imported, used, or processed from or by the Facilities, or from or by any other properties and assets (whether real, personal, or mixed) in which Seller or any Acquired Company has or had an interest, or any geologically or hydrologically adjoining property, whether by Seller, any Acquired Company, or any other Person.

(g) Seller has delivered to Buyer true and complete copies and results of any reports, studies, analyses, tests, or monitoring possessed or initiated by Seller or any Acquired Company pertaining to Hazardous Materials or Hazardous Activities in, on, or under the Facilities, or concerning compliance by Seller, any Acquired Company, or any other Person for whose conduct they are or may be held responsible, with Environmental Laws.

3.18 **EMPLOYEES**

Section 3.18 of the Disclosure Schedules sets forth a true and complete list of the names, titles, annual salaries or hourly wage rate, as applicable, annual bonus opportunity and other compensation and identity of each employer of each employee of the Acquired Companies (each an "Employee"). The Employees constitute all of the workforce necessary to conduct the operations of the Acquired Companies as currently conducted and that are required to perform services in accordance with any Contracts to which any Acquired Company is a party. Each Employee is legally authorized to work in the location in which he or she is currently employed. Since January 1, 2014, there have not been any labor disputes, any union organization attempts or any work stoppages due to labor disagreements with respect to any Employees. There is no labor strike, dispute, request for representation, slowdown or stoppage actually pending or, to the Knowledge of Seller, Threatened against or affecting the Acquired Companies involving any Employee nor any secondary boycott with respect to any goods or services of the Acquired Companies.

3.19 **EMPLOYEE LIABILITIES**

The Acquired Company Balance Sheets contain a complete and accurate list of the Liability for vacation accrued; and service credited for purposes of vesting and eligibility to participate under any cash bonus, severance pay, insurance, medical, welfare, or vacation plan.

3.20 **INTELLECTUAL PROPERTY**

(a) Intellectual Property Assets – The term "Intellectual Property Assets" includes:

(i) the name "Resource Plus", "Mobex, Inc.", "BlueDot", and "Leasex, Inc.", all fictional business names, trading names, registered and unregistered trademarks, service marks, and applications (collectively, "Marks");

(ii) all patents, patent applications, and inventions and discoveries that may be patentable (collectively, "Patents");

(iii) all copyrights in both published works and unpublished works (collectively, "Copyrights");

(iv) all rights in mask works (collectively, "Rights in Mask Works"); and

(v) all know-how, trade secrets, confidential information, customer lists, software, technical information, data, process technology, plans, drawings, and blue prints (collectively, "Trade Secrets"); owned, used, or licensed by any Acquired Company as licensee or licensor.

(b) Agreements – There are no royalties paid or received by the Acquired Companies, relating to the Intellectual Property Assets to which any Acquired Company is a party or by which any Acquired Company is bound.

(c) Know-How Necessary for the Business

(i) One or more of the Acquired Companies is the owner of all right, title, and interest in and to each of the Intellectual Property Assets, free and clear of all liens, security interests, charges, encumbrances, equities, and other adverse claims, and has the right to use without payment to a third party all of the Intellectual Property Assets.

(ii) All former and current employees of each Acquired Company have executed written Contracts that assign to the Acquired Companies all rights to any inventions, improvements, discoveries, or information relating to the business of any Acquired Company. No employee of any Acquired Company has entered into any Contract that restricts or limits in any way the scope or type of work in which the employee may be engaged or requires the employee to transfer, assign, or disclose information concerning his work to anyone other than one or more of the Acquired Companies.

(d) Patents

(i) The Acquired Companies is the owner of all right, title, and interest in and to each of the Patents, free and clear of all liens, security interests, charges, encumbrances, entities, and other adverse claims.

(ii) All of the issued Patents are currently in compliance with formal legal requirements (including payment of filing, examination, and maintenance fees and proofs of working or use), are valid and enforceable, and are not subject to any maintenance fees or Taxes or actions falling due within ninety days after the Closing Date.

(iii) No Patent has been or is now involved in any interference, reissue, reexamination, or opposition proceeding. To Seller's Knowledge, there is no potentially interfering patent or patent application of any third party.

(iv) No Patent has infringed or, to Seller's Knowledge, has been challenged or Threatened in any way. None of the products manufactured and sold, nor any process or know-how used, by any Acquired Company infringes or is alleged to infringe any patent or other proprietary right of any other Person.

(v) All products made, used, or sold under the Patents have been marked with the proper patent notice.

(e) Trademarks

(i) The Acquired Companies are the owner of all right, title, and interest in and to each of the Marks, free and clear of all liens, security interests, charges, encumbrances, equities, and other adverse claims.

(ii) All Marks that have been registered with the United States Patent and Trademark Office are currently in compliance with all formal legal requirements (including the timely post-registration filing of affidavits of use and incontestability and renewal applications), are valid and enforceable, and are not subject to any maintenance fees or Taxes or actions falling due within ninety days after the Closing Date.

(iii) No Mark has been or is now involved in any opposition, invalidation, or cancellation and, to Seller's Knowledge, no such action is Threatened with the respect to any of the Marks.

(iv) To Seller's Knowledge, there is no potentially interfering trademark or trademark application of any third party.

(v) No Mark is infringed or, to Seller's Knowledge, has been challenged or Threatened in any way. None of the Marks used by any Acquired Company infringes or is alleged to infringe any trade name, trademark, or service mark of any third party.

(vi) All products and materials containing a Mark bear the proper federal registration notice where permitted by law.

(f) Copyrights

(i) One or more of the Acquired Companies is the owner of all right, title, and interest in and to each of the Copyrights, free and clear of all liens, security interests, charges, encumbrances, equities, and other adverse claims.

(ii) All the Copyrights have been registered and are currently in compliance with formal legal requirements, are valid and enforceable, and are not subject to any maintenance fees or Taxes or actions falling due within ninety days after the date of Closing.

(iii) No Copyright is infringed or, to Seller's Knowledge, has been challenged or Threatened in any way. None of the subject matter of any of the Copyrights infringes or is alleged to infringe any copyright of any third party or is a derivative work based on the work of a third party.

(iv) All works encompassed by the Copyrights have been marked with the proper copyright notice.

(g) Trade Secrets

(i) With respect to each Trade Secret, the documentation relating to such Trade Secret is current, accurate, and sufficient in detail and content to identify and explain it and to allow its full and proper use without reliance on the knowledge or memory of any individual.

(ii) Seller and the Acquired Companies have taken all reasonable precautions to protect the secrecy, confidentiality, and value of their Trade Secrets.

(iii) The Acquired Companies have good title and an absolute (but not necessarily exclusive) right to use the Trade Secrets. The Trade Secrets are not part of the public knowledge or literature, and, to Seller's Knowledge, have not been used, divulged, or appropriated either for the benefit of any Person (other than one or more of the Acquired Companies) or to the detriment of the Acquired Companies. No Trade Secret is subject to any adverse claim or has been challenged or Threatened in any way.

3.21 **CERTAIN PAYMENTS**

No Acquired Company or director, officer, agent, or employee of any Acquired Company, or any other Person associated with or acting for or on behalf of any Acquired Company, has directly or indirectly (a) made any illegal contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person, private or public, regardless of form, whether in money, property, or services (i) to obtain favorable treatment in securing business, (ii) to pay for favorable treatment for business secured, (iii) to obtain special concessions or for special concessions already obtained, for or in respect of any Acquired Company or any Affiliate of an Acquired Company, or (iv) in violation of any Legal Requirement, (b) established or maintained any fund or asset that has not been recorded in the books and records of the Acquired Companies.

3.22 **DISCLOSURE**

In connection with this Agreement, and all schedules and exhibits hereto, and any other agreement, document, certificate or statement made to Buyer by or on behalf the Seller in connection with the transactions contemplated hereby, the Seller has not made any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made.

3.23 **BROKERS OR FINDERS**

Seller and their Representatives have incurred no Liabilities, contingent or otherwise for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement or any Ancillary Agreement based upon arrangement made by or on behalf of Seller.

3.24 **NO SHOP CONDITION**

Seller has not communicated in any manner with any other person or entity about the sale of all or part of the Acquired Companies prior to the date of this Agreement.

3.25 **TAXES**

(a) All Tax Returns required to be filed on or before the Closing Date by the Acquired Companies have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete and correct in all respects. All Taxes due and owing by the Acquired Companies (whether or not shown on any Tax Return) have been, or will be, timely paid.

(b) The Acquired Companies have withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

(c) No claim has been made by any taxing authority in any jurisdiction where any Acquired Company does not file Tax Returns that it is, or may be, subject to Tax by that jurisdiction.

(d) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of any Acquired Company.

(e) The amount of the each Acquired Company's Liability for unpaid Taxes for all periods ending on or before the Balance Sheet Date does not, in the aggregate, exceed the amount of accruals for Taxes (excluding reserves for deferred Taxes) reflected on the Financial Statements. The amount of each Acquired Company's Liability for unpaid Taxes for all periods following the end of the recent period covered by the Financial Statements shall not, in the aggregate, exceed the amount of accruals for Taxes (excluding reserves for deferred Taxes) as adjusted for the passage of time in accordance with the past custom and practice of an Acquired Company (and which accruals shall not exceed comparable amounts incurred in similar periods in prior years).

(f) Section 3.25(f) of the Disclosure Schedules sets forth:

(i) the taxable years of the Acquired Companies as to which the applicable statutes of limitations on the assessment and collection of Taxes have not expired;

(ii) those years for which examinations by the taxing authorities have been completed; and

(iii) those taxable years for which examinations by taxing authorities are presently being conducted.

(g) All deficiencies asserted, or assessments made, against the Acquired Companies as a result of any examinations by any taxing authority have been fully paid.

(h) No Acquired Company is a party to any Proceeding by any taxing authority. There are no pending or Threatened Proceedings by any taxing authority.

(i) Seller has delivered to Buyer copies of all federal, state, local and foreign income, franchise and similar Tax Returns, examination reports, and statements of deficiencies assessed against, or agreed to by, an Acquired Company for all Tax periods ending after January 1, 2012.

(j) There are no Encumbrances for Taxes (other than for current Taxes not yet due and payable) upon the assets of the Acquired Companies.

(k) No Acquired Company is a party to, or bound by, any Tax indemnity, Tax sharing or Tax allocation agreement.

(l) No private letter rulings, technical advice memoranda or similar agreement or rulings have been requested, entered into or issued by any taxing authority with respect to the Acquired Companies.

(m) No Acquired Company has been a member of an affiliated, combined, consolidated or unitary Tax group for Tax purposes. The Acquired Companies have no Liability for Taxes of any Person (other than the Acquired Companies) under Treasury Regulations Section 1.1502-6 (or any corresponding provision of state, local or foreign Law), as transferee or successor, by contract or otherwise.

(n) The Acquired Companies will not be required to include any item of income in, or exclude any item or deduction from, taxable income for any taxable period or portion thereof ending after the Closing Date as a result of:

(i) any change in a method of accounting under Section 481 of the Code (or any comparable provision of state, local or foreign Tax Laws), or use of an improper method of accounting, for a taxable period ending on or prior to the Closing Date;

(ii) an installment sale or open transaction occurring on or prior to the Closing Date;

(iii) a prepaid amount received on or before the Closing Date;

(iv) any closing agreement under Section 7121 of the Code, or similar provision of state, local or foreign Law; or

(v) any election under Section 108(i) of the Code.

(o) Seller is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2. Each Acquired Company is not, nor has it been, a United States real property holding corporation (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(a) of the Code.

(p) None of the Acquired Companies has been a "distributing corporation" or a "controlled corporation" in connection with a distribution described in Section 355 of the Code.

(q) The Acquired Companies are not, and have not been, a party to, or a promoter of, a "reportable transaction" within the meaning of Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011 4(b).

3.26 **TITLE TO ASSETS; REAL PROPERTY**

The Company has good and valid (and, in the case of owned Real Property, good and marketable fee simple) title to, or a valid leasehold interest in, all Real Property and personal property and other assets reflected in the Acquired Company Balance Sheets or acquired after the Balance Sheet Date, other than properties and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice since the Balance Sheet Date.

3.27 **CONDITION AND SUFFICIENCY OF ASSETS**

The buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property of the Acquired Companies are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property currently owned or leased by any Acquired Company, together with all other properties and assets of such Acquired Company, are sufficient for the continued conduct of such Acquired Company's business after the Closing in substantially the same manner as conducted prior to the Closing and constitute substantially all of the rights, property and assets necessary to conduct the business of such Acquired Company as currently conducted.

4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

4.1 ORGANIZATION AND GOOD STANDING

Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada.

4.2 AUTHORITY; NO CONFLICT

(a) Buyer has full power and authority to enter into this Agreement and the Ancillary Agreements, to carry out the obligations hereunder and thereunder and to consummate the transactions hereby and thereby. The execution, delivery and performance of this Agreement, the Ancillary Agreements and other documents and instruments to be executed and delivered by Buyer pursuant hereto and thereto and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action of Buyer. This Agreement and the Ancillary Agreements have been duly and validly executed and delivered by Buyer and, when executed and delivered, this Agreement, the Ancillary Agreements and the other documents and instruments to be executed and delivered by Buyer pursuant hereto and thereto will constitute the legal, valid, and binding agreements of Buyer, enforceable against Buyer in accordance with their respective terms.

(b) The execution, delivery and performance by Buyer of this Agreement and the Ancillary Agreements to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (1) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of any of Buyer; (2) conflict with or result in a violation or breach of any provision of any Law applicable to Buyer; (3) except as set forth in this Section 4.2(b), of the Disclosure Schedules, require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract to which Buyer is a party or by which Buyer is bound or to which any of their respective properties and assets are subject (including any Material Contract) or any permit affecting the properties, assets or business of Buyer; or (4) result in the creation or imposition of any Encumbrance on any properties or assets of Buyer. No Consent of a Governmental Body is required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the Ancillary Agreements.

5. COVENANTS OF SELLER PRIOR TO THE CLOSING DATE

5.1 ACCESS AND INVESTIGATION

Between the date of this Agreement and the Closing Date, Seller will, and will cause each Acquired Company and its Representatives to: (a) afford Buyer and its Representatives and prospective lenders and their Representatives (collectively, "Buyer's Advisors") full and free access to each Acquired Company's personnel, properties, contracts, books and records, and other documents and data, (b) furnish Buyer and Buyer's Advisors with copies of all such contracts, books and records, and other existing documents and data as Buyer may reasonably request, and (c) furnish Buyer and Buyer's Advisors with such additional financial, operating, and other data and information as Buyer may reasonably request. To the extent that Buyer or Buyer's Advisor's have not executed a confidentiality and non-disclosure agreement in form and substance satisfactory to Seller, they shall do so before being provided access to Seller's confidential information.

5.2 OPERATION OF THE BUSINESSES OF THE ACQUIRED COMPANIES

Between the date of this Agreement and the Closing Date, Seller will, and will cause each Acquired Company to:

(a) conduct the business of such Acquired Company only in the Ordinary Course of Business;

(b) preserve intact the current business organization of Acquired Company, keep available the services of the current officers, employees, and agents of such Acquired Company, and maintain the relations and good will with suppliers, customers, landlords, creditors, employees, agents, and others having business relationships with such Acquired Company;

(c) confer with Buyer concerning operational matters of a material nature; and

(d) otherwise report periodically to Buyer concerning the status of the business, operations, and finances of such Acquired Company.

5.3 NEGATIVE COVENANT

Except as otherwise expressly permitted by this Agreement, between the date of this Agreement and the Closing Date, Seller will not, and will cause each Acquired Company not to, without the prior consent of Buyer, take any affirmative action, or fail to take any reasonable action within their or its control, as a result of which any of the changes or events will have a materially adverse impact on the Acquired Companies.

5.4 **NOTIFICATION**

Between the Closing Date and the Share Transfer Date, Seller will promptly notify Buyer in writing if Seller becomes aware of any fact or condition that causes or constitutes a Breach of any of Seller's representations and warranties as of the date of this Agreement, or if Seller or becomes aware of the occurrence after the date of this Agreement of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a Breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. During the same period, Seller will promptly notify Buyer of the occurrence of any Breach of any covenant of Seller in this Section 5.4 or of the occurrence of any event that may make the satisfaction of the conditions in Article 6 impossible or unlikely.

5.5 **NON-COMPETITION; NON-SOLICITATION**

(a) For a period of five (5) years from and after the Closing Date, Seller shall not, and shall cause its Affiliates not to, directly or indirectly (1) render services or give advice to, or affiliate with (as employee, partner, consultant or otherwise), (2) directly or indirectly through one or more of any of its Affiliates, own, manage, operate, control or participate in the ownership, management, operation or control of, any competitor or any division or business segment of any competitor, or (3) intentionally interfere in any material respect with the business relationships (whether formed prior or after the date of this Agreement) between any Acquired Company and customers or suppliers of such Acquired Company; *provided*, *that* nothing in this Section 5.5 shall prohibit such Seller or any of its Affiliates from acquiring or owning, directly or indirectly up to 2% of the aggregate voting securities of any competitor that is a publicly traded Person.

(b) For a period of five (5) years from and after the Closing Date, Seller shall not, and shall cause its Affiliates not to, directly or indirectly, solicit for employment or employ any Acquired Company employee; *provided*, *however*, that this restriction shall not prohibit Seller or any of its Affiliates from soliciting for employment or employing any such person (1) who contacts Seller (on his or her own initiative) in response to a public job advertisement or recruitment program not targeted at Employees or (2) who contacts Seller on his or her own initiative.

(c) Seller acknowledges that a breach or threatened breach of this Section 5.5 would give rise to irreparable harm to Buyer, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Seller of any such obligations, Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

(d) Seller acknowledges that the restrictions contained in this Section 5.5 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. If, at the time of enforcement of the covenants contained in this Section 5.5 or employment of anyone responding to any such general solicitation, a court shall hold that the duration or scope restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration or scope reasonable under such circumstances shall be substituted for the stated duration or scope and that the court shall be allowed and directed to revise the restrictions contained herein to cover the maximum duration and scope permitted by Law. The covenants contained in this Section 5.5 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

5.6 **ACQUISITION PROPOSALS**

Prior to the earlier of the Closing or the termination of this Agreement, Seller will not, and will cause each Acquired Company and each of their Representatives not to, directly or indirectly solicit, initiate, or encourage any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or consider the merits of any unsolicited inquiries or proposals from, any Person (other than Buyer) relating to any transaction involving the sale of the business or assets (other than in the Ordinary Course of Business) of any Acquired Company, or any of the capital stock of any Acquired Company, or any merger, consolidation, business combination, or similar transaction involving any Acquired Company.

5.7 **COMMERCIALLY REASONABLE EFFORTS**

Between the date of this Agreement and the Closing Date, Seller will use Commercially Reasonable Efforts to effect the Contemplated Transactions.

5.8 **DISTRIBUTIONS**

Between the date of this Agreement and the Closing Date, Seller will not take any distributions of assets (including cash or any other tangible or intangible property of any type) from the Acquired Companies that would cause the Acquired Companies to have a net worth on the AFS of $2,700,000 or less.

5.9 **CONFIDENTIALITY**

Between the date of this Agreement and the Closing, Buyer and Seller will maintain in confidence, and will use Commercially Reasonable Efforts to cause the directors, managers, officers, employees, agents, and advisors of Buyer and the Acquired Companies to maintain in confidence any written, oral, or other information obtained in confidence from another party or an Acquired Company in connection with this Agreement or the Contemplated Transactions, unless (a) such information is already known to such party or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of such party, (b) the use of such information is necessary or appropriate in making any filing or obtaining any Consent required for the consummation of the Contemplated Transactions, or (c) the furnishing or use of such information is required by or necessary or appropriate in connection with any Law or other order of a Governmental Body. The party receiving such information shall be responsible for any failure to treat such information confidentially by such Person.

If the Contemplated Transactions are not consummated or this Agreement is terminated, each party will, and will use Commercially Reasonable Efforts to cause its directors, managers, officers, employees, agents, and advisors to, destroy, upon request, all documents and other materials, and all copies thereof, obtained by the receiving party or on its behalf from the other party to this Agreement or an Acquired Company in connection with this Agreement or any Ancillary Agreement that are subject to such confidence. Whether or not the Closing takes place, Seller waives, and will upon Buyer's request cause the Acquired Companies to waive, any cause of action, right, or claim arising out of the access of Buyer or its representatives to any trade secrets or other confidential information of the Acquired Companies except for the intentional competitive misuse by Buyer of such trade secrets or confidential information.

5.10 **UPDATE OF DISCLOSURE SCHEDULES**

From and after the date of this Agreement until Closing, Seller shall from time to time update the Disclosure Schedules as may be required to satisfy the conditions set forth in this Agreement, provided that, in no event shall any update to the Disclosure Schedules pursuant to this Section 5.10 cure any breach of any representation or warranty of Seller contained in this Agreement, and shall not affect any Closing condition of Seller in Section 6.1 or Buyer's indemnification rights under Article 8.

6. CONDITIONS PRECEDENT TO CLOSE

6.1 **CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSING**

Seller's obligation to consummate the Closing is subject to the satisfaction, at or prior to the Closing Date, of each of the following conditions (any of which may be waived by Seller, in whole or in part):

(a) Escrow Agent's delivery of the Escrow Amount to Seller and BC pursuant to Section 2.4(a);

(b) Buyer's delivery of the Ancillary Agreements to Seller; and

(c) The Buyer shall guarantee any bank loans identified on the Acquired Company Balance Sheets on the Closing Date and currently guaranteed by Seller up to the amount of the Seller's guarantee, will work in good faith to have Seller removed as a guarantor on such loans and indemnify and hold Seller harmless from any liability for such loans.

6.2 **CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSING**

Buyer's obligation to consummate the Closing is subject to the satisfaction, at or prior to the Closing Date, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

(a) Escrow Agent's delivery of the Shares to Buyer;

(b) Seller's delivery of the Ancillary Agreements to Buyer;

(c) Seller's delivery of the Organizational Documents certified as of a recent date by the appropriate Governmental Body of the jurisdiction of organization of each Acquired Company;

(d) Seller's delivery of a certificate of good standing of equivalent status for each Acquired Company issued as of a recent date by the appropriate Governmental Body of the jurisdiction of organization of each Acquired Company;

(e) Seller's delivery of a signed certification pursuant to Treas. Reg. § 1.1445-2(b) that Seller (or Seller's Affiliate) is not a foreign person within the meaning of Section 1445 of the Code;

(f) Seller's delivery of evidence of the receipt of all Consents that are required to effect the Contemplated Transactions;

(g) Seller's delivery evidence of the termination of any Contract between any Acquired Company and Seller or Seller's Affiliates;

(h) A certificate executed by Seller certifying the following:

(i) Seller's shall have performed all of its obligations hereunder required to be performed by it on or prior to the Closing Date; and

(ii) The representations and warranties of Seller contained in Article 3 shall be true at and as of the Closing Date in all respects, as if made at and as of such date.

(i) Seller's delivery of all other documents, instruments or writings required to be delivered by Seller at or prior to the Closing pursuant to this Agreement or otherwise necessary to effect the intent hereof and such other documents as Buyer may reasonably request;

(j) The absence of any Proceeding made, or Threatened to be made, by any Person asserting that such Person (1) is the holder or the beneficial owner of, or has the right to acquire or to obtain beneficial ownership of, any stock of, or any other voting, equity, or ownership interest in, any of the Acquired Companies, or (2) is entitled to all or any portion of the Purchase Price payable for the Shares;

(k) The satisfactory completion of the legal due diligence and the satisfactory completion of business and financial due diligence both as determined in Buyer's sole discretion;

(l) Seller's delivery of the Disclosure Schedules prior to the Closing Date in form and substance satisfactory to Buyer as determined in Buyer's sole discretion;

(m) The purchase of 2% of the outstanding shares or other ownership interest in each of the Acquired Companies from Richard Justus; and

(n) Approval of this Agreement by the Board of Directors of SGRP.

7. TERMINATION

7.1 **TERMINATION EVENTS**

This Agreement may, by notice given prior to or at the Closing Date, be terminated:

(a) by either Buyer or Seller if any of the conditions in Article 6 has not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through the failure of a party to comply with its obligations under this Agreement) and the Buyer or Seller, as the case may be, has not waived such condition on or before the Closing Date;

(b) by mutual consent of Buyer and Seller;

(c) by either Buyer or Seller if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before November 30, 2017, or such later date as the parties may agree upon; or

(d) by Buyer if the average EBITDA for the years ended 2014-2016 inclusive is less than $1,400,000.

7.2 **EFFECT OF TERMINATION**

If this Agreement is terminated pursuant to Section 7.1, all further obligations of the parties under this Agreement will terminate, except that the obligations in Sections 10.1 and 10.3 will survive; provided, however, that if this Agreement is terminated because of the Breach of this Agreement by the other party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

8. INDEMNIFICATION

8.1 **SURVIVAL; RIGHT TO INDEMNIFICATION NOT AFFECTED BY KNOWLEDGE**

Subject to any limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is three (3) years from the Closing Date; *provided*, *that* the representations and warranties in (1) Sections 3.1, 3.2, 3.3, 3.23, 3.25, 3.26, 4.1 and 4.2 ("Fundamental Representations") shall survive indefinitely and (2) Sections 3.11, 3.22 and 3.25 and Article 9 shall survive for the greater of the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation, or extension thereof) plus 60 days. All covenants and agreements shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved

8.2 **INDEMNIFICATION AND PAYMENT OF DAMAGES BY SELLER**

(a) Subject to the other terms and conditions of this Article 8, Seller shall indemnify and defend each of Buyer and its Affiliates (including the Acquired Companies) and their respective Representatives (collectively, the "Buyer Indemnitees") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to or by reason of:

(i) any inaccuracy in or Breach of any of the representations or warranties of Seller contained in this Agreement or in any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(ii) any Breach or non-fulfillment of any covenant or obligation to be performed by Seller pursuant to this Agreement.

(iii) any Environmental, Health, and Safety Liabilities arising out of or relating to: (1)(A) the ownership, operation, or condition at any time on or prior to the Closing Date of the Facilities or any other properties and assets (whether real, personal, or mixed and whether tangible or intangible) in which Seller or any Acquired Company has or had an interest, or (B) any Hazardous Materials or other contaminants that were present on the Facilities or such other properties and assets at any time on or prior to the Closing Date; or (2) (A) any Hazardous Materials or other contaminants, wherever located, that were, or were allegedly, generated, transported, stored, treated, Released, or otherwise handled by Seller or any Acquired Company or by any other Person for whose conduct they are or may be held responsible at any time on or prior to the Closing Date, or (B) any Hazardous Activities that were, or were allegedly, conducted by Seller or any Acquired Company or by any other Person for whose conduct they are or may be held responsible; or

(iv) any bodily injury (including illness, disability, and death, and regardless of when any such bodily injury occurred, was incurred, or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction, and deprivation of the use of real property), or other damage of or to any Person, including any employee or former employee of Seller or any Acquired Company or any other Person for whose conduct they are or may be held responsible, in any way arising from or allegedly arising from any Hazardous Activity conducted or allegedly conducted with respect to the Facilities or the operation of the Acquired Companies prior to the Closing Date, or from Hazardous Material that was (1) present or suspected to be present on or before the Closing Date on or at the Facilities (or present or suspected to be present on any other property, if such Hazardous Material emanated or allegedly emanated from any of the Facilities and was present or suspected to be present on any of the Facilities on or prior to the Closing Date) or (2) Released or allegedly Released by Seller or any Acquired Company or any other Person for whose conduct they are or may be held responsible, at any time on or prior to the Closing Date.

(b) Buyer will be entitled to control any Cleanup, any related Proceeding, and, except as provided in the following sentence, any other Proceeding with respect to which indemnity may be sought under this Section 8.2.

(c) Notwithstanding the foregoing, the indemnification obligations of the Buyer pursuant to this Section 8.2 shall be subject to the following limitations:

(i) Seller shall not be liable to Buyer Indemnitee for the indemnification obligations under this Section 8.2 until the aggregate amount of all Losses with respect thereto exceeds Twenty-Five Thousand Dollars ($25,000) (the "Basket"), in which event the Seller shall be required to pay or be liable for all such Losses in excess of Twenty-Five Thousand Dollars ($25,000); provided, however, that the Basket shall not apply to claims based upon fraud, intentional misrepresentation or willful misconduct;

(ii) Seller shall not be liable to Buyer Indemnitees for the indemnification obligations under this Section 8.2 (excluding indemnification obligations arising from Breaches of the Fundamental Representations to which no limitation will apply) that exceed Seven Hundred Fifty Thousand Dollars ($750,000) (the "Cap"); provided, however, that the Cap shall not apply to claims based upon fraud, intentional misrepresentation or willful misconduct.

(d) Indemnity claims shall be reduced by, and to the extent, that Buyer Indemnitees shall actually receive cash proceeds under insurance policies, risk sharing pools, or similar arrangements specifically as a result of, and in compensation for, the subject matter of an indemnity claim by a Buyer Indemnitee; provided, that the availability of such proceeds for any indemnity claim shall not be a defense to such Claim or be utilized as a means of delaying indemnification payments hereunder.

(e) For purposes of determining the amount of losses resulting from any breach of a representation or warranty, all qualifications or exceptions in any representation or warranty relating to or referring to the terms "material", "materiality", "in all material respects", "material adverse effect" or any similar term or phrase shall be disregarded, it being the understanding of the parties that for purposes of determining liability under this Article 8 the representations and warranties of the parties contained in this Agreement shall be read as if such terms and phrases were not included in them.

(f) Any amounts received by Buyer pursuant to this Section 8.2 shall be for the benefit of Buyer's account and not for the benefit of the Acquired Companies.

8.3 **INDEMNIFICATION AND PAYMENT OF DAMAGES BY BUYER**

Subject to the other terms and conditions of this Article 8, Buyer shall indemnify and defend each of Seller and Seller's Representatives (collectively, the "Seller's Indemnitees") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to or by reason of (1) any Breach of any representation or warranty made by Buyer in this Agreement or in any certificate delivered by Buyer pursuant to this Agreement, (2) any Breach by Buyer of any covenant or obligation of Buyer in this Agreement, (3) any claim by any Person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by such Person with Buyer (or any Person acting on its behalf) in connection with the execution and delivery of this Agreement or the Ancillary Agreements, (4) any liability arising from the operation of the business of the Acquired Companies after the Closing Date, and (5) in the event that Seller is not released from the guaranty referenced in Section 6.1(c), any amount Seller is called upon to pay as a result of such guaranty as well as legal fees associated with the defense of any claim associated therewith.

8.4 **RIGHT OF SET-OFF**

Subject to the Basket, upon notice to Seller specifying in reasonable detail the basis for such set-off, Buyer may set off any amount to which it may be entitled against amounts otherwise payable, including amounts payable pursuant to any Ancillary Agreement. The exercise of such right of set-off by Buyer in good faith, whether or not ultimately determined to be justified, will not constitute an event of default under the amount due. Neither the exercise of nor the failure to exercise such right of set-off or to give a notice of a Claim will constitute an election of remedies or limit Buyer in any manner in the enforcement of any other remedies that may be available to it.

(a) If any Proceeding is brought against an indemnified party and it gives notice to the indemnifying party of the commencement of such Proceeding, the indemnifying party will, unless the claim involves Taxes, be entitled to participate in such Proceeding and, to the extent that it wishes (unless (i) the indemnifying party is also a party to such Proceeding and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying party fails to provide reasonable assurance to the indemnified party of its financial capacity to defend such Proceeding and provide indemnification with respect to such Proceeding), to assume the defense of such Proceeding with counsel satisfactory to the indemnified party and, after notice from the indemnifying party to the indemnified party of its election to assume the defense of such Proceeding, the indemnifying party will not, as long as it diligently conducts such defense, be liable to the indemnified party under this Section 6 for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the indemnified party in connection with the defense of such Proceeding, other than reasonable costs of investigation. If the indemnifying party assumes the defense of a Proceeding, (i) it will be conclusively established for purposes of this Agreement that the claims made in that Proceeding are within the scope of and subject to indemnification; (ii) no compromise or settlement of such claims may be effected by the indemnifying party without the indemnified party's consent unless (A) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other claims that may be made against the indemnified party, and (B) the sole relief provided is monetary damages that are paid in full by the indemnifying party; and (iii) the indemnified party will have no liability with respect to any compromise or settlement of such claims effected without its consent. If notice is given to an indemnifying party of the commencement of any Proceeding and the indemnifying party does not, within ten days after the indemnified party's notice is given, give notice to the indemnified party of its election to assume the defense of such Proceeding, the indemnifying party will be bound by any determination made in such Proceeding or any compromise or settlement effected by the indemnified party.

(b) Seller hereby consents to arbitrate in Jacksonville, Florida. Any disputes under this Agreement will be settled under the rules set by the JAMS dispute resolution; each party shall bear its own costs.

8.5 **CLAIMS**

As promptly as is reasonably practicable after becoming aware of a claim for indemnification under this Agreement that does not involve a third party claim, or the commencement of any suit, action or proceeding of the type described in Section 8.6, the Indemnified Person shall give notice to the Indemnifying Person of such claim, which notice shall, to the extent such information is reasonably available, specify the facts alleged to constitute the basis for such claim, the representations, warranties, covenants and obligations alleged to have been breached and the amount that the Indemnified Person seeks hereunder from the Indemnifying Person. Failure of the Indemnified Person to so give the notice required under this Section 8.5 shall not prevent an Indemnified Person from claiming indemnification with respect to such claim unless, and only to the extent that, such failure results in the forfeiture of rights and defenses otherwise available with respect to such claim or otherwise results in actual prejudice to the Indemnifying Person. The term "Indemnified Person" shall mean either a Seller's Indemnitee or Buyer's Indemnitee, as applicable, and the term "Indemnifying Person" shall mean the party indemnifying the other.

8.6 **NOTICE OF THIRD PARTY CLAIMS; ASSUMPTION OF DEFENSE**

The Indemnified Person shall give notice as promptly as is reasonably practicable, but in any event no later than thirty (30) days after receiving notice thereof, to the Indemnifying Person of the assertion of any claim, or the commencement of any suit, action or proceeding, by any Person not a party hereto in respect of which indemnity may be sought under this Agreement (which notice shall, to the extent such information is reasonably available, specify in reasonable detail the nature and amount of such claim); *provided*, *however*, that the failure to so give such notice shall prevent an Indemnified Person from claiming indemnification with respect to such claim only if, and only to the extent that, such failure results in the forfeiture of rights and defenses otherwise available with respect to such claim or otherwise results in actual prejudice to the Indemnifying Person. The Indemnifying Person may, at its own expense, (1) participate in the defense of any such claim, suit, action or proceeding, and (2) so long as the claim involves only money damages and does not seek an injunction or other equitable relief against the Indemnified Person and does not involve reputational or precedential issues that, in the reasonable judgment of Buyer, could be materially detrimental to Buyer or the Acquired Companies, upon notice to the Indemnified Person given within thirty (30) days of the Indemnifying Person's receipt of the notice of commencement thereof, assume the defense thereof with counsel of its own choice for so long as the Indemnifying Person admits complete financial responsibility for such claim, suit, action or proceeding in writing and then conducts the defense of such claim actively, diligently and in good faith.

8.7 **SETTLEMENT OR COMPROMISE**

Any settlement or compromise made or caused to be made by the Indemnified Person or the Indemnifying Person, as the case may be, of any such Proceeding of the kind referred to in Section 8.6 shall also be binding upon the Indemnifying Person or the Indemnified Person, as the case may be, in the same manner as if a final judgment or decree had been entered by a court of competent jurisdiction in the amount of such settlement or compromise.

9. TAX MATTERS

9.1 **TAX COVENANTS**

(a) Without the prior written consent of Buyer, Seller shall not, and shall cause Seller's Representative to not, to the extent it may affect, or relate to, the Acquired Companies, make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action or enter into any other transaction that would have the effect of increasing the Tax liability or reducing any Tax asset of Buyer or the Acquired Companies in respect of any Post-Closing Tax Period. Seller agrees that Buyer is to have no liability for any Tax resulting from any action of Seller or any of Seller's Representatives, and agrees to indemnify and hold harmless Buyer (and, after the Closing Date, the Acquired Companies) against any such Tax or reduction of any Tax asset.

(b) All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the Ancillary Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

(c) Buyer shall prepare, or cause to be prepared, all Tax Returns required to be filed by the Acquired Companies after the Closing Date with respect to a Pre-Closing Tax Period which expense shall be paid by the Acquired Company. Any such Tax Return shall be prepared in a manner consistent with past practice (unless otherwise required by Law) and without a change of any election or any accounting method and shall be submitted by Buyer to Seller (together with schedules, statements and, to the extent requested by Seller, supporting documentation) at least 45 days prior to the due date (including extensions) of such Tax Return. If Seller objects to any item on any such Tax Return, it shall, within ten days after delivery of such Tax Return, notify Buyer in writing that it so objects, specifying with particularity any such item and stating the specific factual or legal basis for any such objection. If a notice of objection shall be duly delivered, Buyer and Seller shall negotiate in good faith and use their reasonable Commercially Reasonable Efforts to resolve such items. If Buyer and Seller are unable to reach such agreement within 10 days after receipt by Buyer of such notice, the disputed items shall be resolved by the Accountants and any determination by the Accountants shall be final. The Accountants shall resolve any disputed items within 20 days of having the item referred to it pursuant to such procedures as it may require. If the Accountants are unable to resolve any disputed items before the due date for such Tax Return, the Tax Return shall be filed as prepared by Buyer and then amended to reflect the Accountants' resolution. The costs, fees and expenses of the Accountants shall be borne equally by Buyer and Seller. The preparation and filing of any Tax Return of an Acquired Company that does not relate to a Pre-Closing Tax Period shall be exclusively within the control of Buyer.

9.2 **TAX INDEMNIFICATION**

Seller shall indemnify the Acquired Companies, Buyer, and each Buyer Indemnitee and hold them harmless from and against (a) any Loss attributable to any Breach of or inaccuracy in any representation or warranty made in Section 3.25; (b) any loss attributable to any Breach or violation of, or failure to fully perform, any covenant, agreement, undertaking or obligation in this Article 9; (c) all Taxes of the Acquired Companies or relating to the business of the Acquired Companies for all Pre-Closing Tax Periods; (d) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which an Acquired Company (or any predecessor of an Acquired Company) is or was a member on or prior to the Closing Date by reason of a liability under Treasury Regulation Section 1.1502-6 or any comparable provisions of foreign, state or local Law; and (e) any and all Taxes of any person imposed on any Acquired Company arising under the principles of transferee or successor liability or by contract, relating to an event or transaction occurring before the Closing Date. Buyer shall indemnify Seller for any Taxes Seller is required to pay with respect to Taxes accrued during the Post-Closing Tax Period by the Acquired Companies; *provided*, *however* that Buyer shall not indemnify Seller for any Pre-Closing Taxes, regardless of whether Seller was required to pay such Pre-Closing Taxes after the Closing Date. In each of the above cases, together with any out-of-pocket fees and expenses (including attorneys' and accountants' fees) incurred in connection therewith. Seller shall reimburse Buyer for any Taxes of the Acquired Companies that are the responsibility of Seller (or Buyer shall reimburse Seller, as the case may be) pursuant to this Section 9.2 within 10 days after payment of such Taxes by Buyer or any Acquired Company (or Seller as the case may be).

9.3 **STRADDLE PERIOD**

In the case of Taxes that are payable with respect to a taxable period that begins before and ends after the Closing Date (each such period, a "Straddle Period"), the portion of any such Taxes that are treated as Pre-Closing Taxes for purposes of this Agreement shall be.

(a) in the case of Taxes (i) based upon, or related to, income, receipts, profits, wages, capital or net worth, (ii) imposed in connection with the sale, transfer or assignment of property, or (iii) required to be withheld, deemed equal to the amount which would be payable if the taxable year ended with the Closing Date; and

(b) in the case of other Taxes, deemed to be the amount of such Taxes for the entire period multiplied by a fraction the numerator of which is the number of days in the period ending on the Closing Date and the denominator of which is the number of days in the entire period.

9.4 **CONTESTS**

Buyer agrees to give written notice to Seller of the receipt of any written notice by an Acquired Company, Buyer or any of Buyer's Affiliates which involves the assertion of any claim, or the commencement of any Action, in respect of which an indemnity may be sought by Buyer pursuant to this Article 9 (a "Tax Claim"); *provided, that* failure to comply with this provision shall not affect Buyer's right to indemnification hereunder. Buyer shall control the contest or resolution of any Tax Claim; *provided, however*, that Buyer shall obtain the prior written consent of Seller (which consent shall not be unreasonably withheld or delayed) before entering into any settlement of a claim or ceasing to defend such claim; and, *provided further*, that Seller shall be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose, the fees and expenses of which separate counsel shall be borne solely by Seller.

9.5 **COOPERATION AND EXCHANGE OF INFORMATION**

Seller and Buyer shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return pursuant to this Article 9 or in connection with any audit or other proceeding in respect of Taxes of any Acquired Company. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings or other determinations by tax authorities. Each of Seller and Buyer shall retain all Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of the Acquired Companies for any taxable period beginning before the Closing Date until the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate, without regard to extensions except to the extent notified by the other party in writing of such extensions for the respective Tax periods. Prior to transferring, destroying or discarding any Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of an Acquired Company for any taxable period beginning before the Closing Date, Seller or Buyer (as the case may be) shall provide the other party with reasonable written notice and offer the other party the opportunity to take custody of such materials.

9.6 **TAX TREATMENT OF INDEMNIFICATION PAYMENTS**

Any indemnification payments pursuant to this Article 9 shall be treated as an adjustment to the Purchase Price by the parties for Tax purposes, unless otherwise required by Law.

9.7 **SURVIVAL**

Notwithstanding anything in this Agreement to the contrary, the provisions of Section 3.25 and this Article 9 shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof) plus 60 days.

9.8 **OVERLAP**

To the extent that any obligation or responsibility pursuant to Article 8 may overlap with an obligation or responsibility pursuant to this Article 9, the provisions of this Article 9 shall govern.

10. GENERAL PROVISIONS

10.1 **EXPENSES**

Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants.

10.2 **PUBLIC ANNOUNCEMENTS**

Any public announcement or similar publicity with respect to this Agreement or the Contemplated Transactions will be issued, if at all, at such time and in such manner as Buyer determines. Unless consented to by Buyer in advance or required by Legal Requirements, prior to the Closing Seller shall, and shall cause the Acquired Companies to, keep this Agreement strictly confidential and may not make any disclosure of this Agreement to any Person. Seller and Buyer will consult with each other concerning the means by which the Acquired Companies' employees, customers, and suppliers and others having dealings with the Acquired Companies will be informed of the Contemplated Transactions, and Buyer will have the right to be present for any such communication.

10.3 **CONFIDENTIALITY**

From and after the Closing, Buyer and Seller will maintain in confidence, and will use Commercially Reasonable Efforts to cause the directors, managers, officers, employees, agents, and advisors of Buyer and the Acquired Companies to maintain in confidence any written, oral, or other information obtained in confidence from another party or an Acquired Company in connection with this Agreement or the Contemplated Transactions, unless (a) such information is already known to such party or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of such party, (b) the use of such information is necessary or appropriate in making any filing or obtaining any Consent required for the consummation of the Contemplated Transactions, or (c) the furnishing or use of such information is required by or necessary or appropriate in connection with any Law or other order of a Governmental Body. The party receiving such information shall be responsible for any failure to treat such information confidentially by such Person.

If the Contemplated Transactions are not consummated or this Agreement is terminated, each party will, and will use Commercially Reasonable Efforts to cause its directors, managers, officers, employees, agents, and advisors to, destroy, upon request, all documents and other materials, and all copies thereof, obtained by the receiving party or on its behalf from the other party to this Agreement or an Acquired Company in connection with this Agreement that are subject to such confidence. Whether or not the Closing takes place, Seller waives, and will upon Buyer's request cause the Acquired Companies to waive, any cause of action, right, or claim arising out of the access of Buyer or its representatives to any trade secrets or other confidential information of the Acquired Companies except for the intentional competitive misuse by Buyer of such trade secrets or confidential information.

10.4 **NOTICES**

All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by telecopier (with written confirmation of receipt), *provided*, *that* a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as a party may designate by notice to the other parties):

If to Seller:

Seller: Joseph L. Paulk
Attention: _____
Address: _____
Email: _____
Fax: _____

with a copy to:

Fisher, Tousey, Leas & Ball, P.A.
Attention: Marvin C. Kloeppel
501 Riverside Avenue, Suite 600
Jacksonville, Florida 32202
Email: mark.kloeppel@fishertousey.com
Fax: (904) 355-0233

If to Buyer:

SPAR Marketing Force, Inc.
1910 Opdyke Court
Auburn Hills, MI 48326
Attention: CEO
colivier@sparinc.com
Fax: (914) 332-0741

with a copy to:

Foley & Lardner LLP
777 E. Wisconsin Avenue
Milwaukee, WI 53202
Attention: Jason Hille
jhille@foley.com
Fax: (414) 297-4900

10.5 **FURTHER ASSURANCES**

The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

10.6 **WAIVER**

The rights and remedies of the parties to this Agreement are cumulative and not exclusive of any rights or remedies available at Law. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable Law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the party against whom the waiver is to be effective; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

10.7 **ENTIRE AGREEMENT AND MODIFICATION**

This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

10.8 **ASSIGNMENTS, SUCCESSORS, AND NO THIRD-PARTY RIGHTS**

Seller may not assign any of its rights under this Agreement without the prior consent of Buyer, which may be withheld at its sole discretion. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns.

10.9 **SEVERABILITY**

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

10.10 **SECTION HEADINGS, CONSTRUCTION**

The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to “Section” or “Sections” refer to the corresponding section or sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word “including” does not limit the preceding words or terms.

10.11 **GOVERNING LAW**

This Agreement and the rights of the parties hereunder shall be interpreted and enforced in accordance with and governed by the laws of the State of New York, other than its laws respecting the choice of law. The parties each hereby submit to jurisdiction in Florida for the enforcement of this Agreement and hereby waive any and all personal rights under the laws of Florida to object to jurisdiction within the state for purposes of litigation to enforce this Agreement. The parties consent to exclusive jurisdiction and venue in the courts having jurisdiction over Duval County, Florida in connection with any action, suit, or other proceeding arising from, relating to, or in any way connected with this Agreement. Each party agrees that it will not assert in any such action, suit, or proceeding that it is not personally subject to the jurisdiction of such court, that the action, suit, or proceeding is brought in an inconvenient forum, and/or that the venue of the action, suit, or proceeding is improper.

10.12 **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

10.13 **SEVERABILITY**

If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

10.14 **ELECTRONIC DELIVERY.**

This Agreement and the Ancillary Documents, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a photographic, photostatic, facsimile, portable document format (.pdf), or similar reproduction of such signed writing using a facsimile machine or electronic mail shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party or to any such agreement or instrument, each other Party or thereto shall re execute original forms thereof and deliver them to all other Parties. No Party or to any such agreement or instrument shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a Contract and each such Party forever waives any such defense.

10.15 **MUTUAL WAIVER OF JURY TRIAL.**

BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES HERETO WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES HERETO DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.16 **NO RECOURSE AND RELEASE**

Proceedings for Liabilities arising out of, or relating to, this Agreement, may be made only against (and are those solely of) the parties that are expressly identified in the preamble to this Agreement. Further, Seller releases the Acquired Companies and its respective Affiliates from any and all Liabilities to Seller, including any and all claims or causes of action that Seller has against any Acquired Company, its Affiliates, officers, directors and employees, arising out of, or relating to with (i) any Acquired Company or (ii) any interests or rights associated therewith.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

Buyer: SPAR Marketing Force, Inc.	Seller:
By: _____	By: _____
A Christiaan M. Olivier Chief Executive Officer	B Joseph L. Paulk

[*Signature Page to Stock Purchase Agreement*]

EXHIBIT A

CONSULTING AGREEMENT

See attached.

EXHIBIT B

EMPLOYMENT CONTRACT

See attached.

EXHIBIT C

ESCROW AGREEMENT

See attached.

EXHIBIT D

NONCOMPETITION AND CONFIDENTIALITY AGREEMENT

See attached.

EXHIBIT E

PROMISSORY NOTE

See attached.

EXHIBIT F

BONUS PAYMENT CALCULATIONS

The Bonus Payments for each year from 2018-2022 shall be calculated as follows:

(a) if EBITDA is greater than or equal to $1,500,000, then Seller will be paid $50,000 within 60 days of Buyer's delivery of the AFS in each such year.

(b) if EBITDA is greater than $2,000,000, then Seller will be paid an additional $50,000 within 60 days of Buyer's delivery of the AFS for a total of $100,000 for the year, in each such year.

(c) if in any year from 2018-2021 EBITDA is less than $1,500,000, then the EBITDA in such year will be subtracted from $1,500,000 (the "Shortfall"), and the Shortfall will be added to the $1,500,000 threshold and the threshold for calculating any such Bonus Payment shall be thereby increased (the "Bonus Recoup") for the subsequent year only.

(d) if a Bonus Recoup is exceeded in the subsequent year, then Seller will be paid $50,000 that was unpaid from the prior year.

(e) if in any year from 2018-2021 EBITDA is less than $2,000,000, then the EBITDA in such year will be subtracted from $2,000,000 (the "High Shortfall"), and the High Shortfall will be added to the $2,000,000 threshold and the threshold for calculating any such Bonus Payment shall be thereby increased (the "High Bonus Recoup") for the subsequent year only.

(f) if the High Bonus Recoup is exceeded in the subsequent year, then Seller will be paid $50,000 that was unpaid from the prior year.

(g) any Bonus Recoup or High Bonus Recoup received in a given year will not impact the Bonus Payments paid to Seller if EBITDA in such year is greater than $1,500,000 or $2,000,000.

333 Westchester Avenue
White Plains NY, 10604

October 13, 2017

STOCK PURCHASE AGREEMENT ("SPA")

SPAR Marketing Force, Inc. ("Buyer") will purchase. from Richard Justus ("Seller") 2% of the stock in Resource Plus of North Florida, Inc ("RP"), 1% of the stock in Mobex of North Florida, Inc. and 1% of the ownership interests in Leasex, LLC. (collectively, the "Acquired Stock" and the "Acquired Company or Companies") on the Closing Date. On the date this SPA is signed ("Signing Date"), Seller will transfer the Acquired Stock of the Acquired Companies to Foley & Lardner LLP, a Wisconsin limited liability partnership ("Escrow Agent") for deposit into an escrow account and the Buyer will transfer $50,000 to the Escrow Agent for deposit into an escrow account.

1. Purchase price for the Acquired Stock.
    a. $150,000 Purchase Price ("PP").
    b. $50,000 ("Down Payment") to be put into escrow and paid to Seller on December 31, 2017 ("Closing Date") and deducted from PP. Upon payment of the Down Payment, Seller shall instruct the Escrow Agent to release the Acquired Shares to Buyer.
    c. Buyer will sign and guarantee a promissory note in favor of Seller in the amount of $100,000 ("Purchase Note").
    d. All subsequent payments ("Subsequent Payments") will be paid on December 31 of succeeding years starting in 2018 and, when paid, will be deducted from the Purchase Note until paid in full. The first payment of $33,333 will be paid on December 31, 2018. The second payment of $33,333 will be paid on December 31, 2019. The third payment of $33,334 will be paid on December 31, 2020.
    e. Payments will be made from SPAR's share of distributions ("SPAR Distributions") from the RP, but if, in any year, there are not enough distributions to pay the Subsequent Payment due that year, Buyer will pay the difference between the distributions and the Subsequent Payment due to Seller for such year.
    f. Any Bonus Payments (as defined in Section 6).
    g. Any Incentive Consulting Fees (as defined in Section 8).

2. Should the net worth be below $2,700,000 as determined by the Acquired Companies' independent auditors under US GAAP and shown on the audited balance sheet of RP as of December 31, 2017 ("Closing Balance Sheet"), 2% of the difference between $2,700,000 and the net worth shown on the Closing Balance Sheet will be deducted from the total final purchase price, and the Down Payment shall be reduced by such amount.

3. 2% of any distributions taken out by Seller after August 1, 2017 will be deducted from PP; *provided*, *however* that any amounts paid to Seller for the repayment of loans made to the Acquired Companies shall not be considered distributions.

4. Seller agrees that no discussion will be held with any other potential purchaser prior to December 31, 2017. Should Buyer and Seller not close on the Closing Date, Seller may discuss the sale of the Acquired Companies with other parties.

5. Conditions precedent to Closing
    a. Buyer receiving all the stock owned by Joe Paulk ("JP") in the Acquired Companies.
    b. Execution of an escrow agreement.
    c. Execution of an employment terms agreement in accordance with the terms in Section 10.
    d. Execution of a shareholder agreement in accordance with the terms in Section 11.
    e. Execution of a noncompetition and confidentiality agreement.
    f. The satisfactory completion of legal due diligence and business and financial due diligence both as determined in Buyer's sole discretion.

6. Seller will be paid a $4,000 bonus each year the Acquired Companies make a minimum of $1,500,000 in EBITDA for 2018-2022 and an additional $4,000 year for each year from 2018-2022 RP makes a minimum of $2,000,000 EBITDA up to a maximum payment of $20,000 (together, the "Bonus Payments").

"EBITDA" – net income plus taxes plus interest expense minus interest income, plus depreciation and amortization, and minus capital expenditures, as calculated using the audited financial statements of RP prepared by the Acquired Companies' independent auditors ("AFS"). Any amount of overhead charged to an Acquired Company other than charges for direct expenses as approved by such Acquired Company or for an arm's length allocation of shared expenses by Buyer as approved by such Acquired Company will be added to EBITDA for the purposes of calculating the bonus payments.

7. The Bonus Payments for each year from 2018-2022 shall be calculated as follows:

    a. if EBITDA is greater than or equal to $1,500,000, then Seller will be paid $4,000 within 60 days of Buyer's delivery of the AFS in each such year.
    b. if EBITDA is greater than $2,000,000, then Seller will be paid an additional $4,000 within 60 days of Buyer's delivery of the AFS for a total of $100,000 for the year, in each such year.
    c. if in any year from 2018-2021 EBITDA is less than $1,500,000, then the EBITDA in such year will be subtracted from $1,500,000 (the "Shortfall"), and the Shortfall will be added to the $1,500,000 threshold and the threshold for calculating any such Bonus Payment shall be thereby increased (the "Bonus Recoup") for the subsequent year only.

d. if a Bonus Recoup is exceeded in the subsequent year, then Seller will be paid $4,000 that was unpaid from the prior year.
e. if in any year from 2018-2021 EBITDA is less than $2,000,000, then the EBITDA in such year will be subtracted from $2,000,000 (the "High Shortfall"), and the High Shortfall will be added to the $2,000,000 threshold and the threshold for calculating any such Bonus Payment shall be thereby increased (the "High Bonus Recoup") for the subsequent year only.
f. if the High Bonus Recoup is exceeded in the subsequent year, then Seller will be paid $4,000 that was unpaid from the prior year.
g. any Bonus Recoup or High Bonus Recoup received in a given year will not impact the Bonus Payments paid to Seller if EBITDA in such year is greater than $1,500,000 or $2,000,000.

8. For the calendar years 2018 – 2020 inclusive, Seller shall be paid an independent consulting fee (each an "ICF") equal to 50% of the EBITDA of the Acquired Companies that is over BAEO in such year. EBITDA is to be based on AFS and Seller will be paid within 60 days of Buyer's delivery of the AFS in each such year. Seller's ICFs are independent of any shareholder distributions.

"Base Annual EBITDA Objective or BAEO" shall be $2,000,000.

9. The ICF for each year from 2018-2020 shall be calculated as follows:
    a. if in any year from 2018-2019, EBITDA is less than the BAEO, then the EBITDA in such year will be subtracted from the BAEO (the "ICF Shortfall"), and the ICF Shortfall will be added to the BAEO threshold and the threshold for calculating any such ICF shall be thereby increased (the "ICF Recoup") for the subsequent year only
    b. There will be no carryover amounts in the year 2020.
    c. if an ICF Recoup is exceeded in the subsequent year, then Seller will be paid the ICF that was unpaid from the prior year.
    d. any ICF Recoup received in a given year will not impact the ICF paid to Seller if EBITDA in such year is greater than the BAEO.

10. Buyer and Seller will enter into an employment terms and severance agreement, dated as of Closing Date, through December 31, 2020 containing the following terms:
    a. Salary $200,000 annually.
    b. Bonus of $160,000 based on the Acquired Companies reaching $640,000 in EBITDA. This to be paid in advance in 26 equal payments throughout the year.
    c. Seller will sign a non-compete and confidentiality agreement.

11. There will be a shareholder agreement executable after December 31, 2020, which shall include normal non-dilutive, tagalong rights and other normal and customary business terms. The shareholder agreement will provide Seller with a put right upon his separation from service for any reason. In the event of an exercise of the put right, Buyer shall have the option to either (a) purchase Seller's equity in the Acquired Companies pursuant to the shareholder agreement at a purchase price equal to the amount paid for Joe Paulk's equity in the Acquired Companies (on a per share basis) or (b) force the sale of all of the equity in the Acquired Companies to an unaffiliated third party purchaser with the purchase price to be divided between Buyer and Seller in proportion to their respective ownership of such equity.

12. From 2018-2020, in the event Seller's employment is terminated by Buyer for any reason other than for cause, Buyer shall pay Seller severance pay in an amount equal to one year of his annual compensation, which shall be paid in lump sum on the date Seller separates from service.

13. Seller represents and warrants:
    a. Seller has full power and authority to enter into this SPA and any agreements and instruments contemplated herein (collectively, the "Transaction Documents"), to carry out the obligations hereunder and thereunder and to consummate the transactions hereby and thereby. Seller has duly authorized the execution, delivery and performance of the Transaction Documents.
    b. All of the Acquired Stock has been duly authorized and validly issued in compliance with all legal requirements and are fully paid and non-assessable and owned by Seller free and clear of any encumbrances.
    c. The Acquired Companies have no liabilities of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) except for liabilities reflected or reserved against on the respective balance sheet of each Acquired Company as of the Closing Date.
    d. In connection with the Transaction Documents and any other certificate or statement made to Buyer by or on behalf Seller in connection with the transactions contemplated hereby, Seller has not made any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made.

_____
Richard Justus

_____
Spar Marketing Force, Inc. by Christiaan M. Olivier

Exhibit 99.4

PROMISSORY NOTE

$2,600,000.00

_____, _____
Effective as of January 1, 2018

FOR VALUE RECEIVED, SPAR MARKETING FORCE, INC., a Nevada corporation (the "***Maker***"), promises to pay to the order of JOSEPH L. PAULK and BUCCANEER CAPITAL CORPORATION II, a Florida corporation (collectively, the "***Holder***"), at 328 5th Street, Atlantic Beach, Florida 32233 the principal sum of TWO MILLION SIX HUNDRED THOUSAND and NO/100 DOLLARS ($2,600,000.00), with interest computed at the rate of one and eighty-five hundredth percent (1.85%) per annum (the "***Interest Rate***") on the outstanding principal balance of this Note from the date hereof through acceleration or maturity.

1. Payments. The principal and interest shall be due and payable in lawful money of the United States of America at the address of the Holder as show above, or at such other place as the Holder may designate in writing as follows:

Commencing on December 31, 2018 and continuing each December 31st thereafter through and including December 31, 2022, Maker shall pay Holder an amount equal to THREE HUNDRED THOUSAND and NO/100 DOLLARS ($300,000.00), plus interest on the on the unpaid principal amount, which shall be determined at the Interest Rate based on a 366 day year. Unless sooner paid, the entire remaining principal balance of this Note, plus accrued but unpaid interest, shall be due and payable in full, on December 31, 2023 (the "***Maturity Date***"). The Holder is under no obligation to extend the Maturity Date or to refinance the obligations due hereunder on the Maturity Date.

All amounts payable pursuant to this Note are subject to adjustment as provided in Section 2.4(c) of the Stock Purchase Agreement dated October 13, 2017 between the Maker and Joseph L. Paulk. To the extent there is an adjustment to the amount of principal due under this Note, the interest shall be reduced accordingly based on the amount and date of the reduction in the principal amount due.

Two-thirds (2/3) of each payment of principal and interest shall be paid to Buccaneer Capital Corporation II or its successors and assigns, and one-third (1/3) of each payment shall be paid to Joseph L. Paulk or his heirs.

2. Late Charges. The Maker agrees to pay a late charge equal to FIVE PERCENT (5%) of each installment due that is not paid within five (5) days of the date on which it is due.

3. Collection Costs. Maker agrees to pay all costs, including reasonable attorneys' fees, whether suit be brought or not, including any such costs incurred on appeal from the decision of any trial court, if an Event of Default occurs or payment of the amounts due hereunder are not paid on the Maturity Date and Holder is required to employ counsel to collect this Note.

4. Application of Payments; Prepayments. All payments (including prepayments) hereunder shall be applied first to the Holder's costs and expenses associated with the collection of this Note, if any, then to fees authorized hereunder, then to interest, and then the principal. The Maker of this Note shall have the right, at his option, to prepay without penalty the principal of this Note in whole or in part at any time and from time to time. Each partial prepayment shall be applied in the order set forth herein.

5. Security Documents. The repayment of this Note is secured by a Securities Pledge and Escrow Agreement (the "***Securities Pledge***") of even date herewith pursuant to which Maker pledged forty-nine (49) shares of common stock in Resource Plus of North Florida, Inc., a Florida corporation ("***Resource***"), one thousand (1,000) shares of common stock in Mobex of North Florida, Inc., a Florida corporation ("***Mobex***"), and a fifty percent (50%) equity interest in Leasex, LLC, a Florida limited liability company ("***Leasex***", and together with Resource and Mobex are each a "***Company***" and collectively, the "***Companies***"), which Maker purchased from Holder (collectively, the "***Stock***"). SPAR Group, Inc., a Delaware corporation, has guaranteed the obligations of the Maker to the Holder pursuant to a Guaranty of even date (the "***Guaranty***"). The Securities Pledge and Guaranty are referred to as the "***Security Documents***." This Note is entitled to the benefits and protections of the Security Documents.

6. Default. In the event that (i) this Note or any installment of principal or interest due hereunder shall not be paid within five (5) days of when due; (ii) any other default be made under this Note or the Security Documents, which default shall not be cured within ten (10) days after Maker is given written notice thereof (such period to run simultaneously with any applicable cure periods set forth in the Security Documents and not in addition thereto); (iii) the Maker, Guarantor, or any Company (A) shall enter into an assignment for the benefit of creditors, (B) shall file a voluntary petition in bankruptcy, or be adjudicated as bankrupt or insolvent, (C) shall file a petition or answer seeking any arrangement, composition, readjustment, dissolution or similar relief under any present or future statute, law or regulation, (D) shall file any answer admitting, or fail to deny, the material allegations of any petition filed against it for any such relief, (E) shall seek or consent to, or acquiesce in, the appointment of any trustee or receiver for itself or any substantial part of its property, or (F) should an involuntary bankruptcy be filed against the Maker or Guarantor that is not dismissed within fifteen (15) business days of the filing thereof; or (iv) upon the Maker's sale of any Stock, or any Company's sale of substantially all of its assets in one or more transactions (each of the foregoing, an "***Event of Default***"), the Holder of this Note may, at his option, declare all amounts due under this Note (including, without limitation, all accrued unpaid interest and principal) to be immediately due and payable in full, whereupon the Note shall (1) immediately mature and become due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Maker, and (2) bear interest at EIGHTEEN PERCENT (18%) per annum. In addition thereto, if Maker fails to cure the Event of Default or make the payments thereafter becoming due, then, in any such event, Holder may, at his option, declare the Note and/or Securities Pledge in default, and give written notice of such Event of Default to Escrow Agent under Section 3 of the Securities Pledge, to obtain the release of the Pledged Securities (as defined in the Securities Pledge) from the Securities Pledge.

7. Remedies Cumulative. The remedies of the Holder as provided herein shall be cumulative and concurrent, and may be pursued singly, successively or together, at the sole discretion of the Holder and may be exercised as often as occasion therefor shall arise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be effective, unless set forth in a written document executed by the Holder, and then only to the extent specifically recited therein.

8. Documentary Stamp Tax and Other Taxes. Maker will defend, hold harmless, indemnify and reimburse Holder against all and any liability for the payment of state documentary stamp taxes, intangible taxes or other taxes (including interest and penalties, if any) that may be determined to be payable with respect to effecting the transaction contemplated by the provisions contained in this Note and/or the Mortgage. To the extent Holder is required to pay any such taxes (including interest and penalties, if any), the amount paid will be added to the principal amount of this Note.

9. Time. It is hereby agreed that time is of the essence of this Note.

10. Limitation on Interest. The interest on this Note shall never be greater than an amount which, if added to the amount of any discount, additional fees or charges paid by Maker which constitutes interest under applicable law, would cause the total amount of interest to exceed the maximum rate of interest chargeable to the Maker under applicable law. Holder agrees to refund, and the Maker agrees to accept refund of, any and all sums received hereunder by Holder which are determined to be usurious by any court of competent jurisdiction. This Note is subject to the express condition that if the Interest Rate the Maker is obligated to pay on the principal amount due hereunder is less than the minimum rate of interest at which a loan like the loan evidenced by this Note must bear interest for federal income tax purposes, the Maker shall pay the Holder an amount equal to the federal income tax due on such imputed interest and any tax due with respect to such tax payment due with respect to such imputed interest that the Holder is deemed to pay under any provision of the Internal Revenue Code of 1986, as it may be amended from time to time (the "***Code***"), that relates to below market loans, so that the Holder is revenue neutral, on an after tax basis, after accounting for all taxes related to the payment required under this Section with respect any interest imputed under the Code.

11. Waiver of Presentment. The Maker and all sureties, endorsers and guarantors of this Note: (a) waive demand, notice of demand, presentment for payment, notice of nonpayment or dishonor, protest, notice of protest and all other notice, filing of suit and diligence in collecting this Note, or in the Holder's enforcing any of his rights under any guaranties securing the repayment hereof; (b) agree that the Holder shall not be required first to institute any suit, or to exhaust his remedies against the Maker or any other person or party to become liable hereunder, in order to enforce payment of this Note; (c) consent to any extension, rearrangement, renewal or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice, consent or consideration to any of them; and (d) agree that, notwithstanding the occurrence of any of the foregoing (except with the express written release by the Holder of any such person), they shall be and remain jointly and severally, directly and primarily, liable for all sums due under this Note.

12. Amendment and Modification. No amendment, change or modification to this Note shall be valid unless it is in writing and signed by both Holder and Maker.

13. Captions. The table of contents and the captions and section headings contained in this Note are for convenience of reference only, do not form a part of this Note and shall not affect in any way the meaning or interpretation of this Note. All references in this Note to "Section" or "Article" shall be deemed to be references to a Section or Article of this Note.

14. Further Assurances. Maker and Holder will execute and deliver such other instruments, provide such information, and take or forebear such further acts as may be reasonably required to carry out the intent and purpose of this Note as long as it is not inconsistent with the terms of this Note.

15. Governing Law. This Note and the rights of the parties hereunder shall be interpreted and enforced in accordance with and governed by the laws of the State of Florida, other than its laws respecting the choice of law. The parties each hereby submit to jurisdiction in Florida for the enforcement of this Note and hereby waive any and all personal rights under the laws of Florida to object to jurisdiction within the state for purposes of litigation to enforce this Note.

16. Interpretation. Neither this Note nor any uncertainty or ambiguity herein shall be construed or resolved against Maker or Holder, whether under any rule of construction or otherwise. No party to this Note shall be considered the draftsman. On the contrary, this Note has been reviewed, negotiated and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words so as fairly to accomplish the purposes and intentions of all the parties.

17. No Partnership. Holder shall in no event be construed for any purpose to be a partner, joint venturer, or associate of Maker, it being the sole intention of the parties to establish a relationship of debtor and creditor.

18. No Waiver. No delay or failure on the part of the Holder in the exercise of any right or remedy hereunder shall operate as a waiver thereof, and no single or partial exercise by the Holder of any right or remedy hereunder shall preclude other or further exercises thereof or the exercise of any other rights or remedies.

19. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; the day after it is sent, if sent for next day delivery to a domestic address by a recognized overnight service (e.g. Federal Express); and five (5) days after being sent, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent as follows:

If to Holder: Joseph L. Paulk
328 5th Street
Atlantic Beach, Florida 32233

If to Maker: SPAR Marketing Force, Inc.
1910 Opdyke Court
Auburn Hills, Michigan 48326

or to such other address as such party shall have specified by notice in writing to the other parties.

20. Severability. Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained in this Note shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Note, and this Note shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable. To the extent the deemed deletion of the invalid, illegal or unenforceable provision or provisions is reasonably likely to have a material adverse effect, the parties shall endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the invalid, illegal or unenforceable provisions.

21. Venue. The parties consent to exclusive jurisdiction and venue in the courts having jurisdiction over Duval County, Florida in connection with any action, suit, or other proceeding arising from, relating to, or in any way connected with this Note. Each party agrees that neither will assert in any such action, suit, or proceeding that it is not personally subject to the jurisdiction of such court, that the action, suit, or proceeding is brought in an inconvenient forum, and/or that the venue of the action, suit, or proceeding is improper.

22. Waiver of Jury Trial. THE MAKER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND OTHER AGREEMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED HEREWITH, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER WRITTEN OR VERBAL) OR ACTION OF ANY PARTY IN CONNECTION WITH THE MAKING OF THIS NOTE OR OTHERWISE.

Remainder of Page Intentionally Blank – Signature Page Follows

IN WITNESS WHEREOF, the Maker, on the day and year first written above, has caused this Note to be executed.

SPAR Marketing Force, Inc.
a Nevada corporation

By: _____
Christiaan M. Olivier
Chief Executive Officer

Maker's Address:

1910 Opdyke Court
Auburn Hills, Michigan 48326

Exhibit 99.5

SECURITIES PLEDGE AND ESCROW AGREEMENT

EFFECTIVE DATE:	January 1, 2018
PLEDGOR:	SPAR Marketing Group, Inc., a Nevada corporation
SECURED PARTY:	Joseph L. Paulk
ESCROW AGENT:	Fisher, Tousey, Leas & Ball, P.A., a Florida professional service corporation
PROMISSORY NOTE:	That certain Secured Promissory Note of even date herewith made by Pledgor in favor of Secured Party, in the principal amount of $2,600,000 (the "***Note***").

A. On the Effective Date, Pledgor purchased 49 shares of common stock of Resource Plus of North Florida, Inc., a Florida corporation ("***Resource Plus***"); 1,000 shares of common stock of Mobex of North Florida, Inc., a Florida corporation ("***Mobex***"); and a 50% limited liability company membership interest in Leasex, LLC, a Florida limited liability company ("***Leasex***") (Resource Plus, Mobex and Leasex shall each be a "***Company***" and shall collectively be the "***Companies***"), from Secured Party. The securities in the foregoing Companies being sold by Seller to the Buyer that are the subject of this Pledge are referred to as the "***Securities***."

B. As a condition to selling the Securities to Pledgor, the Secured Party required the Pledgor to grant a security interest in all of the Securities and the Pledgor agreed to pledge all of the Securities (collectively, the "***Pledged Securities***") as security for the Note pursuant to the terms set forth below (the "***Pledge***"). SPAR Group, Inc., a Delaware corporation, that is the sole shareholder of the Pledgor, executed a Guaranty for the benefit of Secured Party in conjunction with the purchase of the Pledged Securities (the "Guaranty").

C. The Securities to be pledged hereunder are represented by the respective stock certificates and assignment instruments described on ***Exhibit A***.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Pledge of Pledged Securities.

(a) In consideration of the premises and as an inducement to Secured Party to sell the Securities to Pledgor, Pledgor does hereby grant a security interest in and assign, transfer, set over and pledge to Secured Party the Pledged Securities (together with all stock dividends or other similar distributions thereon and all shares, obligations or securities into which the Pledged Securities may be changed or which may be issued in lieu thereof, and together with any other securities which hereafter may be pledged hereunder, which are herein collectively included within the term "***Pledged Securities***").

(b) This Pledge is made as security for (i) the repayment, according to its terms, of the full amount of the Note, and (ii) any other liability or liabilities of the Pledgor arising under the Note or this Pledge. The Escrow Agent hereby agrees to act as depository and escrow agent with respect to the Pledged Securities.

2. Possession and Use of Pledged Securities; Covenants of Pledgor.

(a) The Pledged Securities shall be delivered to the Escrow Agent, endorsed in bearer form or accompanied by good and sufficient powers of attorney. Escrow Agent shall be entitled to receive all amounts paid in cash or other property as a liquidating distribution on account of the Pledged Securities. All distributions received by Escrow Agent in accordance herewith shall become subject to all of the provisions hereof.

(b) As long as the Pledged Securities are subject to this Pledge, Pledgor warrants that Pledgor shall not cause any of the Companies to sell any of their assets outside of the ordinary course of business for which the selling Company receives fair market value.

(c) Pledgor warrants and covenants that no financing statement covering any of the Pledged Securities or any proceeds of such Pledged Securities is on file in any public office, including, but not limited to, the office of the Secretary of State of the State of Florida (or any designated independent contractor of such office). At the request of the Secured Party and to the extent required or permitted by applicable law, Pledgor will join in executing one or more financing statements, in a form satisfactory to Secured Party, and pay the cost of filing such statement or statements wherever filing is deemed necessary or appropriate by the Secured Party.

(d) So long as this Pledge has not been terminated as provided hereafter, Pledgor:

(i) will not transfer, or attempt to transfer, any of the Pledged Securities, and will not grant option rights to acquire any of the Pledged Securities.

(ii) will, on demand of the Secured Party:

(A) furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this Pledge, and

(B) execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the Pledged Securities and pay all costs of filing in connection therewith.

3. Events of Default and Remedies. If any one or more of the following events (each an "***Event of Default***") shall occur and be continuing:

(a) any breach or default under the Note executed by the Pledgor in favor of the Secured Party;

(b) the breach or default of any of the representations, warranties, covenants or agreements of the Pledgor under this Pledge that continues for fifteen (15) days after the Secured Party gives written notice to Pledgor;

(c) the subjection of the Pledged Securities to levy of execution or other judicial process in connection with collection of a debt owed by Pledgor;

(d) any direct or indirect sale or transfer of all or any part of an interest in the Pledged Securities, whether voluntary or involuntary;

(e) a sale of all or substantially all of the assets of the Companies;

(f) a default by Pledgor under any other agreement between the Secured Party and the Pledgor or any other event of default under this Pledge following written notice and failure to timely cure as therein provided;

(g) any event that results in the acceleration of the maturity of the indebtedness of the Pledgor to others under any indenture, agreement, or undertaking including, without limitation, any mortgage; or

(h) the Pledgor's insolvency, the appointment of a receiver for any part of the Pledgor or the assets of the Pledgor, any assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law by or against the Pledgor;

then, in any such event, Secured Party may, at Secured Party's option, declare the Note and this Pledge in default, and give written notice of such Event of Default to Escrow Agent under Section 4, to obtain the release of the Pledged Securities from this Pledge.

4. Distribution and/or Disbursement. The Escrow Agent shall hold the Pledged Securities pending distribution and/or disbursement, and shall distribute and/or disburse such Pledged Securities only upon the happening of one or more of the following conditions subject to the requirements set forth herein:

(a) Receipt by Escrow Agent of written notice from Secured Party that an Event of Default under Section 3 has occurred and verification of such facts set forth in the written notice. Promptly upon receipt, the Escrow Agent shall send a copy of the notice to Pledgor. Unless Pledgor disputes that an Event of Default has occurred, in writing, within thirty (30) days of its receipt of the notice from Escrow Agent, or the Escrow Agent independently is aware of information that causes it to believe that an Event of Default has not occurred, the Secured Party may declare all amounts due under the Note and this Pledge (collectively, the "***Obligations***") to be due and payable in full, whereupon the Obligations shall immediately mature and become due and payable in full without presentment, demand, protest or notice, all of which are hereby waived. Upon acceleration, the Escrow Agent shall immediately release the Pledged Securities, other than cash that shall be applied to the Obligations, to Secured Party, which may thereafter exercise all remedies available to him under the Florida Uniform Commercial Code.

(b) Receipt by Escrow Agent of written notice from Pledgor that the Obligations have been paid and/or satisfied in full and that Pledgor is entitled to the return of the Pledged Securities. Promptly upon receipt, the Escrow Agent shall send a copy of the written notice to Secured Party. Unless Secured Party disputes, in writing, Pledgor's entitlement to such distribution and/or disbursement within thirty (30) days of receipt of the written notice from Escrow Agent, or the Escrow Agent is independently aware of information that causes it to believe that such distribution and/or disbursement is unjustified, the Escrow Agent shall distribute and/or disburse the Pledged Securities to Pledgor promptly upon the expiration of such thirty (30) day period.

(c) In the event Pledgor disputes that an Event of Default has occurred, in writing, within thirty (30) days of receipt of the notice from Escrow Agent under Section 4(a), or in the event Secured Party disputes, in writing, Pledgor's entitlement to the distribution and/or disbursement, within thirty (30) days of receipt of the notice from Escrow Agent under Section 4(b), or if Escrow Agent is independently aware of information that causes it to believe that an Event of Default has not occurred, or that such distribution and/or disbursement is unjustified, as applicable, it shall continue to hold the Pledged Securities pending either receipt of further instructions signed by both Secured Party and Pledgor, or the issuance of a non-appealable final order rendered by a court of competent jurisdiction determining the rights of the parties hereunder.

(d) Receipt by Escrow Agent of a written document signed by Pledgor and Secured Party and specifically requesting and instructing the Escrow Agent to distribute and/or disburse the Pledged Securities. In such event, the Escrow Agent shall distribute and/or disburse the Pledged Securities according to the instructions contained in such written notification.

5. Nature of Duties; Liability. The duties of the Escrow Agent hereunder are purely ministerial in nature. The Escrow Agent shall not be liable for any error of judgment, fact or law, or any act done or omitted to be done, except for its own willful misconduct or gross negligence or that of its officers, employees or agents. The Escrow Agent shall make no distribution or disbursement of the Pledged Securities except according to Section 4 above. The Escrow Agent may act upon any instructions or advice believed by it to be genuine and it may assume that any person purporting to give advice or instruction hereunder, believed by it to be duly authorized, has been authorized to do so. The Escrow Agent shall not be liable for any actions taken or omitted upon the reasonable interpretation of any advice, instruction, or document furnished to it. The Escrow Agent may decline to act and shall not be liable for such failure to act if in doubt as to its duties hereunder. The Escrow Agent may assume, without verification, the genuineness of any signatures on any writings that are regular on their face. In the event the Escrow Agent shall incur any liability, damage, or expense, including reasonable attorneys' fees of attorneys of its own choosing, incurred without gross negligence or willful misconduct on the part of Escrow Agent, arising out of or resulting from any claim that it has improperly distributed and/or disbursed the Pledged Securities from escrow, or otherwise arising out of or in connection with carrying out its duties hereunder, Pledgor and Secured Party shall, jointly and severally, indemnify and hold it harmless therefrom. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

6. Termination of Escrow. In the event the Pledged Securities placed in escrow pursuant to this Pledge have not been distributed prior to the date that is one (1) year following the date that the last payment under the Note is due, the Escrow Agent may, in its sole discretion, continue to hold the Pledged Securities that are the subject of this Pledge until the parties mutually agree to the distribution and/or disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may, at its sole discretion, file an action in interpleader to resolve the rights of the parties thereto. The Escrow Agent shall be indemnified for all costs, including reasonable attorneys' fees of attorneys of its own choosing, in connection with the aforesaid interpleader action, and shall be fully protected in suspending all or part of its activities under this Pledge until a final judgment in the interpleader action is received.

7. Interpleader. If the parties shall be in disagreement about the interpretation of this Pledge, or about their rights and obligations hereunder, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, at its discretion, file an action in interpleader to resolve such disagreement. Escrow Agent shall be indemnified, jointly and severally, by Pledgor and Secured Party for all costs, including reasonable attorneys' fees of attorneys of its own choosing, in connection with the aforesaid interpleader action, and shall be fully protected in suspending all or a part of its activities under this Pledge until a final judgment in the interpleader action is received.

8. Designation of Holder of Pledged Securities. Notwithstanding any other provision herein to the contrary, Secured Party hereby designates Escrow Agent to hold the Pledged Securities on Secured Party's behalf, in order to perfect Secured Party's security interest in the Pledged Securities; nothing herein, including, but not limited to, Pledgor's joining herein, shall be deemed to negate Escrow Agent's status as such designated person during the term of this Pledge; and Secured Party acknowledges having provided to Escrow Agent a copy of this Pledge relating to the Pledged Securities as they exist on the date hereof.

9. Beneficial Ownership and Voting Rights. Pledgor shall remain the beneficial owner of the Pledged Securities for all purposes, except as otherwise provided in this Pledge. So long as no Event of Default or other default exists hereunder, Pledgor shall be entitled to exercise all voting rights in connection with the Pledged Securities; provided, however, (a) voting rights shall not be exercised to permit a liquidation of the Company, the sale of substantially all of the assets of the Company, or any other event in violation of the covenants in Section 3, and (b) during the pendency of an Event of Default, Secured Party shall be entitled to exercise all voting rights in connection with the Pledged Securities.

10. Resignation. The Escrow Agent may resign at any time upon giving the other parties hereto thirty (30) days notice to that effect. In such event, the successor Escrow Agent shall be such person, firm or corporation as shall be mutually selected by the Secured Party and the Pledgor. It is understood and agreed that the Escrow Agent's resignation shall not be effective until a successor Escrow Agent agrees to act hereunder; provided, however, that in the event no successor Escrow Agent is appointed and acting hereunder within thirty (30) days of such notice, the Escrow Agent may pay and deliver the Pledged Securities into a court of competent jurisdiction.

11. Miscellaneous Provisions.

(a) Amendments. This Pledge may be modified, amended, altered, or changed solely upon the mutual consent of the parties hereto, evidenced by a written instrument duly executed by the parties hereto.

(b) Attorneys' Fees. In the event any party institutes a legal proceeding to enforce its rights hereunder and/or in regard to the Pledge or the Pledged Securities, the legal fees and all costs of the proceeding shall be paid by the non-prevailing party to the prevailing party, whether in arbitration, at trial, or on appeal.

(c) Assignment. Secured Party has the right to assign this Pledge, or any of the rights or benefits hereof, without the consent of Pledgor.

(d) Captions and Headings. Titles, captions, and headings contained in this Pledge are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Pledge or the intent of any provision hereof. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Pledge.

(e) Construction. Whenever the context may require, any pronoun used in this Pledge shall include the corresponding masculine, feminine or neuter forms. Whenever the context may require, the singular form of any noun, pronoun, and verb shall include the plural form; the plural form of any noun, pronoun, and verb shall include the singular form.

(f) Counterparts. This Pledge may be executed in one or more counterparts and all such counterparts shall together constitute this Pledge and shall be binding on all the parties notwithstanding that all of the parties are not signatories to the original or the same counterpart. The parties also hereby agree that, for purposes of the execution of this Pledge, facsimile and .PDF signatures shall constitute original signatures.

(g) Cross Default. This Pledge shall be in default in the event of a default under the Note, this Pledge, or the Guaranty.

(h) Entire Agreement. This Pledge, collectively with the Note, constitutes the entire agreement among the parties with respect to the subject matter described herein and replaces and supersedes all prior and contemporaneous agreements by and among the parties with respect to the subject matter hereof. Any prior understandings or representations preceding the date of this Pledge will not be binding on any party.

(i) Further Assurances. The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Pledge and the documents referred to in this Pledge.

(j) Governing Law. This Pledge shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its rules governing choice of law or conflicts or laws.

(k) Interpretation. All of the parties have contributed substantially and materially to the preparation of this Pledge; consequently, this Pledge will not be construed more strictly against one party than against any other merely by virtue of the fact that it may have been prepared by legal counsel to one of the parties.

(l) Legal Counsel. The parties acknowledge that Fisher, Tousey, Leas & Ball, P.A. ("***Legal Counsel***") is legal counsel to the Secured Party, that Legal Counsel prepared this Pledge on behalf of and in the course of its representation of the Secured Party, and that the parties have been advised that (i) a conflict of interest may exist between their interests, and (ii) they have the right to seek the advice of separate legal and tax counsel. Each party hereto (i) acknowledges that Legal Counsel represents the Secured Party in this matter, (ii) acknowledges it has had an opportunity to consult with legal counsel of its choice, and (iii) waives any conflict of interest as may exist in the representation of the Secured Party by Legal Counsel. The parties agree that in the event of a dispute between the parties, Legal Counsel may represent the Secured Party.

(m) Notices. All notices and other communications to parties called for herein or given in connection herewith shall be in writing and shall be sufficiently given if given via hand delivery, or mailed via certified mail, return receipt requested, postage prepaid, to such parties address as set forth below, unless an alternate address is furnished in writing by such party to the other parties.

If to the Secured Party:	Joseph L. Paulk 328 5th Street Atlantic Beach, Florida 32233
With a copy to:	Fisher, Tousey, Leas & Ball, P.A. Attention: Marvin C. Kloeppel, Esquire 501 Riverside Avenue, Suite 600 Jacksonville, Florida 32202

If to Pledgor:	SPAR Marketing Force, Inc. 1910 Opdyke Court Auburn Hill, Michigan 48326
With a copy to:	Foley & Lardner, LLP Attention: Jason M. Hille, Esquire 777 East Wisconsin Avenue Milwaukee, Wisconsin 53202

Notices will be deemed complete and given upon (a) the date such notice is given if notice is given by hand delivery, (b) the date that is two (2) business days after the date of mailing if notice is deposited into the U.S. Mail, postage prepaid, and (c) the date such notice is received if notice is sent via telegram, facsimile, or overnight express delivery service that can certify actual delivery.

(n) Rights and Remedies Cumulative. The rights and remedies provided in this Pledge are cumulative; the use of any one right or remedy shall not preclude or waive any other right or remedy.

(o) Schedules and Exhibits. In the event of any inconsistency between the statements in the body of this Pledge and those in the Schedules and Exhibits (other than an exception expressly set forth as such in the Schedules and Exhibits with respect to a specifically identified representation or warranty), the statements in the body of this Pledge will control. The Schedules and Exhibits attached hereto shall be incorporated in this Pledge by reference hereto as if fully set forth herein.

(p) Severability. If any provision in this Pledge is held to be invalid, illegal, or unenforceable in any respect or the application of any provision is held to be invalid, illegal, or unenforceable as to any person, fact, circumstance or situation, such invalidity, illegality, or unenforceability shall not affect the remainder of such provision, any other provision hereof, or any permitted application. This Pledge shall be construed so as to be valid, legal, binding and enforceable to the fullest extent permitted by law, and as if this Pledge had never contained any such invalid, illegal, or unenforceable provision.

(q) Successors. Except as otherwise provided herein, all provisions of this Pledge shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

(r) Survival of Representations, Warranties, and Covenants. The covenants, representations, warranties and other written statements set forth in this Pledge or any separate instrument pursuant to which the parties subscribe to this Pledge shall survive the execution and delivery hereof and thereof. Each of such covenants, representations, warranties and other written statements shall be deemed to be independent and material and to have been relied upon by the party to whom made.

(s) Time. If any date described in this Pledge falls on a Saturday, Sunday or national holiday that date shall be automatically extended to the next day that is not a Saturday, Sunday or national holiday. Time shall be of the essence with regards to the performance of each and every provision of this Pledge.

(t) Venue and Jurisdiction. The parties consent to exclusive jurisdiction and venue in the courts having jurisdiction over Duval County, Florida in connection with any action, suit, or other proceeding arising from, relating to, or in any way connected with this Pledge or the Pledged Securities. Each party agrees that it will not assert in any such action, suit, or proceeding that it is not personally subject to the jurisdiction of such court, that the action, suit, or proceeding is brought in an inconvenient forum, and/or that the venue of the action, suit, or proceeding is improper.

(u) Waiver. The failure to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

(v) WAIVER OF JURY TRIAL. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AFTER OPPORTUNITY FOR CONSULTATION WITH INDEPENDENT COUNSEL, WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING ARISING FROM OR BASED UPON ANY LITIGATION OR OTHER PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR OBLIGATIONS ARISING FROM THIS PLEDGE OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENT (VERBAL OR WRITTEN) OR ACTION OF THE PARTIES IN CONNECTION WITH THIS PLEDGE. EACH PARTY AGREES THAT:

(i) IT SHALL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED.

(ii) THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO AND SHALL BE SUBJECT TO NO EXCEPTIONS.

(iii) NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

(iv) THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE FINANCING SECURED BY THE PLEDGE.

Remainder of Page Intentionally Blank – Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Pledge effective as of the day and year first above written.

PLEDGOR:

SPAR Marketing Force, Inc.,
a Nevada corporation

By: _____
Name: Christiaan M. Olivier
Title: Chief Executive Officer

SECURED PARTY:

_____
Joseph L. Paulk

ESCROW AGENT:

Fisher, Tousey, Leas & Ball, P.A.,
a Florida professional service corporation

By: _____
Marvin C. Kloeppel, Vice President

[Signature Page to Securities Pledge and Escrow Agreement – Joseph Paulk]

EXHIBIT A

1. Resource Plus of North Florida, Inc.
   Stock Certificate # 2 for 49 shares issued to SPAR Marketing Force, Inc.

2. Mobex of North Florida, Inc.
   Stock Certificate # 2 for 1,000 shares issued to SPAR Marketing Force, Inc.

3. Leasex, LLC
   Assignment transferring 50% limited liability company membership interest issued to SPAR Marketing Force, Inc.

Exhibit 99.6

GUARANTY

THIS GUARANTY (this "***Guaranty***") is dated as of January 1, 2018, and is made by SPAR GROUP, INC., a Delaware corporation, on behalf of itself and its heirs, successors, representatives and assigns ("***Guarantor***"), for the benefit of JOSEPH L. PAULK ("***Beneficiary***").

RECITALS

A. On the effective date of this Guaranty, the Beneficiary sold all of his stock in the business entities described on **Exhibit A** to SPAR MARKETING FORCE, INC., a Nevada corporation ("***Debtor***"), for cash and the Debtor's Secured Promissory Note in the aggregate principal amount of TWO MILLION SIX HUNDRED THOUSAND and 00/100 ($2,600,000.00), evidenced by a promissory note from the Debtor to the Beneficiary.

B. The Guarantor is the parent company of the Debtor; consequently, the Guarantor will receive a direct benefit from the financing provided by the Beneficiary.

C. To induce the Beneficiary to finance the purchase by the Debtor, the Guarantor has agreed to guaranty the payment of the total principal and interest due by the Debtor and the performance of all of the Debtor's non-monetary obligations to the Beneficiary ("***Obligations***").

D. The Debtor has executed a Securities Pledge and Escrow Agreement to grant a security interest lien in the securities purchased from Beneficiary; that agreement, together with the Secured Promissory Note and this Guaranty, are collectively hereafter called the "***Loan Documents***."

NOW THEREFORE, in consideration of the foregoing, which the Guarantor hereby acknowledges to be true and good and sufficient consideration for this Guaranty, the Guarantor agrees as follows:

1. The Guaranty. The Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiary, for its benefit and for the benefit of its successors, endorsees, transferees and assigns, the full and punctual payment when due (whether at stated maturity, by acceleration or otherwise) all of the Obligations. Accordingly, if the Debtor fails to pay any Obligation when due in accordance with its terms (whether at stated maturity, by acceleration or otherwise), the Guarantor shall, on demand of the Beneficiary, immediately pay the Beneficiary the entire amount of such Obligations. If the Debtor shall at any time fail to make any payment required to be made under the Loan Documents as and when the same shall become due and payable, the Guarantor shall immediately make such payments or cause such payments to be made. The Guarantor waives all notices of any kind in connection with their obligations under this Guaranty.

2. Nature and Duration of Guaranty. This is a general and continuing guaranty. The Guarantor hereby expressly waives notice from Beneficiary of Beneficiary's reliance upon or acceptance of this Guaranty. The liability of the Guarantor under this Guaranty shall be joint and several with the liability of any other guarantor or guarantors of the Obligations of the Debtor guaranteed hereby. This Guaranty shall extend to all of the Obligations and shall remain in full force and effect until the Obligations are paid in full. The Guarantor agrees that if at any time all or any part of any payment made by such Guarantor hereunder previously applied by Beneficiary to the balance of the Obligations is or must be returned by or recovered from Beneficiary by reason of the insolvency of the Debtor or the pendency of proceedings instituted by or against the Debtor under the Federal Bankruptcy Code or any similar law, this Guaranty shall continue in effect or, if previously terminated, shall be reinstated, and the Obligations shall be deemed to have continued in existence as if such prior application had not been made. The Guarantor agrees to indemnify, save and hold Beneficiary harmless from and against any required return by or recovery from Beneficiary of any such payments as a result of being deemed preferential or fraudulent as to any creditor, trustee, debtor in possession or other party under applicable bankruptcy law.

3. Guaranty of Costs. The Guarantor absolutely and unconditionally guarantees the prompt and full payment of all costs and expenses of whatever nature or kind, including without limitation, attorneys' fees, incurred by Beneficiary in enforcing the provisions of this Guaranty and in collecting the Obligations guaranteed hereunder, whether or not legal action is brought against the Debtor, the Guarantor or any of them, and including expenses and attorneys' fees for any appeal of any action brought by Beneficiary against the Debtor, the Guarantor or any of them.

4. Guaranty Unconditional. This is a guaranty of payment and not of collection, and the obligations of the Guarantor hereunder are unconditional and absolute except as specifically provided herein and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by: (i) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of the Debtor with respect to any Obligation, by operation of law or otherwise; (ii) any modification or amendment or supplement to any document evidencing any Obligation; (iii) any release, non-perfection or invalidity of any direct or indirect security for any Obligation or any release of any other guarantor of any Obligation; (iv) any change in the existence, structure or ownership of the Debtor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Debtor or its assets or any resulting disallowance, release or discharge of all or any portion of any Obligation; (v) the existence of any claim, set-off or other right which any guarantors may have at any time against the Debtor, any Beneficiary or any other corporation or person, whether in connection herewith or any unrelated transaction; provided, however, that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim; (vi) any invalidity or unenforceability of any Obligation, or any provision of applicable law or regulation purporting to prohibit the payment by the Debtor of any Obligation; (vii) any failure by Beneficiary (A) to file or enforce a claim against the Debtor or its estate (in a bankruptcy or other proceeding), (B) to give notice of the existence, creation or incurring by the Debtor of any new or additional indebtedness or obligation under or with respect to any Obligation, (C) to commence any action against the Debtor, (D) to disclose to the Guarantor any facts that the Beneficiary may now or hereafter know with regard to the Debtor, or (E) to proceed with due diligence in the collection, protection or realization upon any collateral securing any Obligation; (viii) any other act or omission to act or delay of any kind by the Debtor, the Beneficiary, or any other person; or (ix) any other circumstance whatsoever that might, but for the provisions of this clause, constitute a legal or equitable discharge of any of the Guarantor's obligations hereunder.

5. Consideration. The Guarantor represents, warrants and acknowledges that the Guarantor has received good, valuable and sufficient consideration for the making of this Guaranty and expressly agrees that recourse may be had against such Guarantor's properties for all obligations hereunder, and further agree that any and all of such Guarantor's properties shall be subject to execution for any judgment rendered against such Guarantor on this Guaranty by a court of competent jurisdiction. Debtor shall pay the Guarantor a fee each year on the anniversary of the effective date hereof for providing this Guaranty equal to one half of one percent (0.50%) of the outstanding amount of the Obligations.

6. Waiver of Right of Subrogation. The Guarantor shall not assert any right to which the Guarantor has or may become entitled, whether by subrogation, contribution or otherwise, against the Debtor or any of the Debtor's properties, or against any other guarantors of the Obligations, by reason of the performance by the Guarantor of his or her Obligations under this Guaranty, and the Guarantor shall have no right of subrogation to the rights of Beneficiary against the Debtor or any other guarantors, except after (i) payment in full of all of the Obligations (including costs and expenses) which may be or become payable in respect of or under the Loan Documents, and (ii) the expiration of any applicable period of time within which payments (received from the Debtor or from liquidation of any collateral given by the Debtor) may be recovered by or on behalf of a trustee or debtor in possession in proceedings for relief under the Federal Bankruptcy Code or similar insolvency law.

7. Subordination of Claims. All obligations of the Debtor to the Guarantor, whether now existing or hereafter arising, are hereby made subordinate and inferior to the Obligations of the Debtor to Beneficiary under the Loan Documents; should any payment of any such obligation be collected, enforced and received by the Guarantor while any Loan Document (including this Guaranty) is in default or under circumstances which create, or which are reasonably likely to create, an event of default thereunder, then, in such event, such payment or payments shall be received by the Guarantor as trustee for Beneficiary and paid over to Beneficiary on account of the Obligations of the Debtor.

8. No Duties of Beneficiary. Beneficiary shall have no duty to the Guarantor to monitor the actions or condition of the Debtor. It is the intention of the parties that Beneficiary may rely completely on this Guaranty for repayment of the Obligations arising under the Loan Documents, whether or not the Debtor is creditworthy and whether or not it would be prudent to make such loans and advances to or on behalf of the Debtor or to permit the same to remain outstanding. Beneficiary shall have no duty to the Guarantor to see to the payment and performance by the Debtor of the Debtor's obligations or duties under the Loan Documents.

9. Independent Obligations. The Obligations of the Guarantor hereunder shall be joint and several with, and shall be independent of, the Obligations of the Debtor and any other guarantors. A separate action or actions may be brought and maintained against the Guarantor whether or not an action is brought against the Debtor or any such additional guarantor. Beneficiary may proceed directly against the Guarantor without first pursuing recourse against any collateral held for the Obligations guarantied hereby.

10. Representation and Warranties. The Guarantor represents and warrants to the Beneficiary that: (a) the financing provided by Beneficiary to the Debtor will confer direct, full, fair and equivalent benefits on such Guarantor; (b) such Guarantor is neither insolvent nor will be rendered insolvent by the execution of this Guaranty; and (c) there is no litigation, claim or proceeding pending or threatened against such Guarantor that, if determined adversely, would have a material adverse effect on the financial condition of such Guarantor.

11. Events of Default. The following shall be "***Events of Default***" under this Guaranty:

(a) The failure of the Guarantor to abide by or perform any of the covenants on the part of such Guarantor contained herein (including the covenant to pay the Obligations upon default by the Debtor).

(b) The entry of any monetary judgment or the assessment and/or filing of any tax lien against the Guarantor that is not satisfied, superseded or transferred to bond or other security within thirty (30) days of such event or the issuance of any writ of garnishment or attachment against any property of, debts due, or rights of such Guarantor.

(c) The filing by the Guarantor of a voluntary petition in bankruptcy, or the commencement by the Guarantor of a voluntary case under any present or future federal bankruptcy law or any similar federal or state law, or the consent by the Guarantor to the appointment of or taking possession by a receiver, trustee, liquidator, custodian or other similar official, of the Guarantor or of all or any substantial portion of the Guarantor's assets, or the making by the Guarantor of any assignment for the benefit of creditors, or the failure of the Guarantor generally to pay the Guarantor's debts as such become due, or the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Guarantor in an involuntary case under any present or future federal bankruptcy law or any similar federal or state law, or appointment of a receiver, trustee, liquidator, custodian or other similar official, of such Guarantor or of all or any substantial portion of the Guarantor's assets.

(d) Should any warranty or representation made or furnished to Beneficiary by or on behalf of the Guarantor, in connection with this Guaranty or to induce Beneficiary to extend credit or otherwise deal with the Debtor, prove to have been false in any material respect when made or furnished.

12. Remedies. If an Event of Default shall occur, Beneficiary shall be entitled to exercise all remedies available against the Guarantor at law or in equity, including, but not limited to, the recovery of all sums guaranteed hereunder, recovery of damages for the breach hereof, or specific enforcement of this Guaranty, and to recover from the Guarantor all costs and expenses of exercising such remedies hereunder, including reasonable attorneys' fees and actual costs, whether or not the exercise of such remedies involves litigation, and whether incurred in trial or appellate proceedings.

13. Waiver of Exemptions. The Guarantor waives to the fullest extent allowed by law any and all exemptions afforded by law to such Guarantor.

14. Miscellaneous Provisions.

(a) Amendments. Except as otherwise provided herein, this Guaranty may be modified, amended, altered, or changed solely upon the unanimous written consent of the Guarantor and Beneficiary.

(b) Attorneys' Fees. In the event any party institutes a legal proceeding to enforce its rights hereunder, the legal fees and all costs of the proceeding shall be paid by the non-prevailing party to the prevailing party, whether in arbitration, at trial, or on appeal.

(c) Captions and Headings. Titles, captions, and headings contained in this Guaranty are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Guaranty or the intent of any provision hereof.

(d) Construction. Whenever the context may require, any pronoun used in this Guaranty shall include the corresponding masculine, feminine or neuter forms. Whenever the context may require, the singular form of any noun, pronoun, and verb shall include the plural form; the plural form of any noun, pronoun, and verb shall include the singular form.

(e) Counterparts. This Guaranty may be executed in two (2) or more counterparts, all of which shall be considered one and the same Guaranty, and shall become effective when one counterpart has been signed by each party and delivered to the other parties hereto. The parties also hereby agree that, for purposes of the execution of this Guaranty, facsimile and .pdf signatures shall constitute original signatures.

(f) Cross Default. This Guaranty shall be in default in the event of a default under any of the Loan Documents.

(g) Effectiveness. This Guaranty shall become effective when executed by the Guarantor regardless of whether actually received by the Beneficiary.

(h) Entire Agreement. This Guaranty, collectively with the other Loan Documents, constitutes the entire agreement among the parties with respect to the subject matter described herein and replaces and supersedes all prior and contemporaneous agreements by and among the parties with respect to the subject matter hereof. Any prior understandings or representations preceding the date of this Guaranty will not be binding on any party.

(i) Further Assurances. Each party agrees to execute such other documents and instruments as are necessary to comply with any applicable law, rule, or regulation.

(j) Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its rules governing choice of law or conflicts or laws.

(k) Interpretation. The Guarantor and Beneficiary have contributed substantially and materially to the preparation of this Guaranty; consequently, this Guaranty will not be construed more strictly against one than against any other merely by virtue of the fact that it may have been prepared by legal counsel to Beneficiary.

(l) Legal Counsel. The parties acknowledge that Fisher, Tousey, Leas & Ball, P.A., a Florida professional service corporation ("***Legal Counsel***"), is legal counsel to Beneficiary, that Legal Counsel prepared this Guaranty on behalf of and in the course of its representation of the Beneficiary. The Guarantor (i) acknowledge that Legal Counsel represents Beneficiary in this matter, and (ii) acknowledge they have had an opportunity to consult with legal and tax counsel of the Guarantor's choice. The parties agree that in the event of a dispute between the Beneficiary and the Guarantor, Legal Counsel may continue to represent the Beneficiary. The Guarantor acknowledges that no attorney-client relationship exists between the Guarantor and Legal Counsel.

(m) Notices. All notices, requests, demands and other communications which are required or may be given under this Guaranty shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) the day after being sent, if sent for next day delivery to a domestic address by a recognized overnight service (e.g. Federal Express); and (iii) five (5) days after being sent, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent as follows:

If to the Beneficiary:	Joseph L. Paulk 328 5th Street Atlantic Beach, FL 32233
With a copy to:	Fisher, Tousey, Leas & Ball, P.A. Attention: Marvin C. Kloeppel, Esquire 501 Riverside Avenue, Suite 600 Jacksonville, Florida 32202
If to the Guarantor:	SPAR Group, Inc. 333 Westchester Avenue South Building, Suite 204 White Plains, New York 10604
With a copy to:	Foley & Lardner, LLP Attention: Jason M. Hille, Esquire 777 East Wisconsin Avenue Milwaukee, Wisconsin 53202

or to such other address as such party shall have specified by notice in writing to the other parties.

(n) Rights and Remedies Cumulative. Each right, power and remedy of the Beneficiary as provided for in this Guaranty or now or hereafter existing under applicable laws or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Guaranty or now or hereafter existing under applicable laws or otherwise, and the exercise or beginning of the exercise by the Beneficiary of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Beneficiary of any or all such other rights, powers or remedies.

(o) Severability. If any provision in this Guaranty is held to be invalid, illegal, or unenforceable in any respect or the application of any provision is held to be invalid, illegal, or unenforceable as to any person, fact, circumstance or situation, such invalidity, illegality, or unenforceability shall not affect the remainder of such provision, any other provision hereof, or any permitted application. This Guaranty shall be construed so as to be valid, legal, binding and enforceable to the fullest extent permitted by law, and as if this Guaranty had never contained any such invalid, illegal, or unenforceable provision.

(p) Successors. Except as otherwise provided herein, all provisions of this Guaranty shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

(q) Survival of Representations, Warranties, and Covenants. The covenants, representations, warranties and other written statements set forth in this Guaranty or any separate instrument pursuant to which the parties subscribe to this Guaranty shall survive the execution and delivery hereof and thereof. Each of such covenants, representations, warranties and other written statements shall be deemed to be independent and material and to have been relied upon by the party to whom made.

(r) Time. If any date described in this Guaranty falls on a Saturday, Sunday or national holiday that date shall be automatically extended to the next day that is not a Saturday, Sunday or national holiday. Time shall be of the essence with regards to the performance of each and every provision of this Guaranty.

(s) Venue and Jurisdiction. The Guarantor consents to exclusive jurisdiction and venue in the courts having jurisdiction over Duval County, Florida in connection with any action, suit, or other proceeding arising from, relating to, or in any way connected with this Guaranty. The Guarantor agrees that they will not assert in any such action, suit, or proceeding that they are not personally subject to the jurisdiction of such court, that the action, suit, or proceeding is brought in an inconvenient forum, and/or that the venue of the action, suit, or proceeding is improper.

(t) Waiver. The failure to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

(u) WAIVER OF JURY TRIAL. GUARANTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AFTER OPPORTUNITY FOR CONSULTATION WITH INDEPENDENT COUNSEL, WAIVES GUARANTOR'S RIGHT TO TRIAL BY JURY IN ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING ARISING FROM OR BASED UPON ANY LITIGATION OR OTHER PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR OBLIGATIONS ARISING FROM THIS GUARANTY OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENT (VERBAL OR WRITTEN) OR ACTION IN CONNECTION WITH THIS GUARANTY. GUARANTOR AGREE THAT:

(i) GUARANTOR SHALL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED.

(ii) THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY NEGOTIATED BY SUCH GUARANTOR AND BENEFICIARY AND SHALL BE SUBJECT TO NO EXCEPTIONS.

(iii) NEITHER GUARANTOR NOR BENEFICIARY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS GUARANTY (INCLUDING THIS SECTION) WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

Remainder of Page Intentionally Blank – Signature Page Follows

IN WITNESS WHEREOF, the Guarantor have duly executed and delivered this Guaranty as of the day and year first written above.

GUARANTOR:

SPAR Group, Inc.

By: _____
Name: James R. Segreto
Title: Chief Financial Officer

EXHIBIT A

Number of Shares Sold

Number of Shares/Percentage Sold	Company
49 shares	Resource Plus of North Florida, Inc.
1,000 shares	Mobex of North Florida, Inc.
50%	Leasex, LLC

Exhibit 99.7

PROMISSORY NOTE

$100,000.00

_____, _____
Effective as of January 1, 2018

FOR VALUE RECEIVED, SPAR MARKETING FORCE, INC., a Nevada corporation (the "***Maker***"), promises to pay to the order of RICHARD JUSTUS (the "***Holder***"), at 9636 Heckscher Drive, Jacksonville, Florida 32226 the principal sum of ONE HUNDRED THOUSAND and NO/100 DOLLARS ($100,000.00), with interest computed at the rate of one and eighty-five hundredth percent (1.85%) per annum (the "***Interest Rate***") on the outstanding principal balance of this Note from the date hereof through acceleration or maturity.

1. Payments. The principal and interest shall be due and payable in lawful money of the United States of America at the address of the Holder as show above, or at such other place as the Holder may designate in writing as follows:

Commencing on December 31, 2018 and continuing each December 31st thereafter through and including December 31, 2019, Maker shall pay Holder an amount equal to THIRTY-THREE THOUSAND THREE HUNDRED THIRTY THREE and 33/100 DOLLARS ($33,333.33), plus interest on the on the unpaid principal amount, which shall be determined at the Interest Rate based on a 366 day year. Unless sooner paid, the entire remaining principal balance of this Note, plus accrued but unpaid interest, shall be due and payable in full, on December 31, 2020 (the "***Maturity Date***"). The Holder is under no obligation to extend the Maturity Date or to refinance the obligations due hereunder on the Maturity Date.

To the extent there is an adjustment to the amount of principal due under this Note, the interest shall be reduced accordingly based on the amount and date of the reduction in the principal amount due.

2. Late Charges. The Maker agrees to pay a late charge equal to FIVE PERCENT (5%) of each installment due that is not paid within five (5) days of the date on which it is due.

3. Collection Costs. Maker agrees to pay all costs, including reasonable attorneys' fees, whether suit be brought or not, including any such costs incurred on appeal from the decision of any trial court, if an Event of Default occurs or payment of the amounts due hereunder are not paid on the Maturity Date and Holder is required to employ counsel to collect this Note.

4. Application of Payments; Prepayments. All payments (including prepayments) hereunder shall be applied first to the Holder's costs and expenses associated with the collection of this Note, if any, then to fees authorized hereunder, then to interest, and then the principal. The Maker of this Note shall have the right, at his option, to prepay without penalty the principal of this Note in whole or in part at any time and from time to time. Each partial prepayment shall be applied in the order set forth herein.

5. Security Documents. The repayment of this Note is secured by a Securities Pledge and Escrow Agreement (the "***Securities Pledge***") of even date herewith pursuant to which Maker pledged two (2) shares of common stock in Resource Plus of North Florida, Inc., a Florida corporation ("***Resource***"), twenty (20) shares of common stock in Mobex of North Florida, Inc., a Florida corporation ("***Mobex***"), and a one percent (1%) equity interest in Leasex, LLC, a Florida limited liability company ("***Leasex***", and together with Resource and Mobex are each a "***Company***" and collectively, the "***Companies***"), which Maker purchased from Holder (collectively, the "***Stock***"). SPAR Group, Inc., a Delaware corporation, has guaranteed the obligations of the Maker to the Holder pursuant to a Guaranty of even date (the "***Guaranty***"). The Securities Pledge and Guaranty are referred to as the "***Security Documents***." This Note is entitled to the benefits and protections of the Security Documents.

6. Default. In the event that (i) this Note or any installment of principal or interest due hereunder shall not be paid within five (5) days of when due; (ii) any other default be made under this Note or the Security Documents, which default shall not be cured within ten (10) days after Maker is given written notice thereof (such period to run simultaneously with any applicable cure periods set forth in the Security Documents and not in addition thereto); (iii) the Maker, Guarantor, or any Company (A) shall enter into an assignment for the benefit of creditors, (B) shall file a voluntary petition in bankruptcy, or be adjudicated as bankrupt or insolvent, (C) shall file a petition or answer seeking any arrangement, composition, readjustment, dissolution or similar relief under any present or future statute, law or regulation, (D) shall file any answer admitting, or fail to deny, the material allegations of any petition filed against it for any such relief, (E) shall seek or consent to, or acquiesce in, the appointment of any trustee or receiver for itself or any substantial part of its property, or (F) should an involuntary bankruptcy be filed against the Maker or Guarantor that is not dismissed within fifteen (15) business days of the filing thereof; or (iv) upon the Maker's sale of any Stock, or any Company's sale of substantially all of its assets in one or more transactions (each of the foregoing, an "***Event of Default***"), the Holder of this Note may, at his option, declare all amounts due under this Note (including, without limitation, all accrued unpaid interest and principal) to be immediately due and payable in full, whereupon the Note shall (1) immediately mature and become due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Maker, and (2) bear interest at EIGHTEEN PERCENT (18%) per annum. In addition thereto, if Maker fails to cure the Event of Default or make the payments thereafter becoming due, then, in any such event, Holder may, at his option, declare the Note and/or Securities Pledge in default, and give written notice of such Event of Default to Escrow Agent under Section 3 of the Securities Pledge, to obtain the release of the Pledged Securities (as defined in the Securities Pledge) from the Securities Pledge.

7. Remedies Cumulative. The remedies of the Holder as provided herein shall be cumulative and concurrent, and may be pursued singly, successively or together, at the sole discretion of the Holder and may be exercised as often as occasion therefor shall arise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be effective, unless set forth in a written document executed by the Holder, and then only to the extent specifically recited therein.

[Signature Page to Promissory Note – Richard L. Justus]

8. Documentary Stamp Tax and Other Taxes. Maker will defend, hold harmless, indemnify and reimburse Holder against all and any liability for the payment of state documentary stamp taxes, intangible taxes or other taxes (including interest and penalties, if any) that may be determined to be payable with respect to effecting the transaction contemplated by the provisions contained in this Note and/or the Mortgage. To the extent Holder is required to pay any such taxes (including interest and penalties, if any), the amount paid will be added to the principal amount of this Note.

9. Time. It is hereby agreed that time is of the essence of this Note.

10. Limitation on Interest. The interest on this Note shall never be greater than an amount which, if added to the amount of any discount, additional fees or charges paid by Maker which constitutes interest under applicable law, would cause the total amount of interest to exceed the maximum rate of interest chargeable to the Maker under applicable law. Holder agrees to refund, and the Maker agrees to accept refund of, any and all sums received hereunder by Holder which are determined to be usurious by any court of competent jurisdiction. This Note is subject to the express condition that if the Interest Rate the Maker is obligated to pay on the principal amount due hereunder is less than the minimum rate of interest at which a loan like the loan evidenced by this Note must bear interest for federal income tax purposes, the Maker shall pay the Holder an amount equal to the federal income tax due on such imputed interest and any tax due with respect to such tax payment due with respect to such imputed interest that the Holder is deemed to pay under any provision of the Internal Revenue Code of 1986, as it may be amended from time to time (the "***Code***"), that relates to below market loans, so that the Holder is revenue neutral, on an after tax basis, after accounting for all taxes related to the payment required under this Section with respect any interest imputed under the Code.

11. Waiver of Presentment. The Maker and all sureties, endorsers and guarantors of this Note: (a) waive demand, notice of demand, presentment for payment, notice of nonpayment or dishonor, protest, notice of protest and all other notice, filing of suit and diligence in collecting this Note, or in the Holder's enforcing any of his rights under any guaranties securing the repayment hereof; (b) agree that the Holder shall not be required first to institute any suit, or to exhaust his remedies against the Maker or any other person or party to become liable hereunder, in order to enforce payment of this Note; (c) consent to any extension, rearrangement, renewal or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice, consent or consideration to any of them; and (d) agree that, notwithstanding the occurrence of any of the foregoing (except with the express written release by the Holder of any such person), they shall be and remain jointly and severally, directly and primarily, liable for all sums due under this Note.

12. Amendment and Modification. No amendment, change or modification to this Note shall be valid unless it is in writing and signed by both Holder and Maker.

13. Captions. The table of contents and the captions and section headings contained in this Note are for convenience of reference only, do not form a part of this Note and shall not affect in any way the meaning or interpretation of this Note. All references in this Note to "Section" or "Article" shall be deemed to be references to a Section or Article of this Note.

14. Further Assurances. Maker and Holder will execute and deliver such other instruments, provide such information, and take or forebear such further acts as may be reasonably required to carry out the intent and purpose of this Note as long as it is not inconsistent with the terms of this Note.

[Signature Page to Promissory Note – Richard L. Justus]

15. Governing Law. This Note and the rights of the parties hereunder shall be interpreted and enforced in accordance with and governed by the laws of the State of Florida, other than its laws respecting the choice of law. The parties each hereby submit to jurisdiction in Florida for the enforcement of this Note and hereby waive any and all personal rights under the laws of Florida to object to jurisdiction within the state for purposes of litigation to enforce this Note.

16. Interpretation. Neither this Note nor any uncertainty or ambiguity herein shall be construed or resolved against Maker or Holder, whether under any rule of construction or otherwise. No party to this Note shall be considered the draftsman. On the contrary, this Note has been reviewed, negotiated and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words so as fairly to accomplish the purposes and intentions of all the parties.

17. No Partnership. Holder shall in no event be construed for any purpose to be a partner, joint venturer, or associate of Maker, it being the sole intention of the parties to establish a relationship of debtor and creditor.

18. No Waiver. No delay or failure on the part of the Holder in the exercise of any right or remedy hereunder shall operate as a waiver thereof, and no single or partial exercise by the Holder of any right or remedy hereunder shall preclude other or further exercises thereof or the exercise of any other rights or remedies.

19. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; the day after it is sent, if sent for next day delivery to a domestic address by a recognized overnight service (e.g. Federal Express); and five (5) days after being sent, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent as follows:

If to Holder: Richard Justus
9636 Heckscher Drive
Jacksonville, FL 32226

If to Maker: SPAR Marketing Force, Inc.
1910 Opdyke Court
Auburn Hills, Michigan 48326

or to such other address as such party shall have specified by notice in writing to the other parties.

[Signature Page to Promissory Note – Richard L. Justus]

20. Severability. Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained in this Note shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Note, and this Note shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable. To the extent the deemed deletion of the invalid, illegal or unenforceable provision or provisions is reasonably likely to have a material adverse effect, the parties shall endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the invalid, illegal or unenforceable provisions.

21. Venue. The parties consent to exclusive jurisdiction and venue in the courts having jurisdiction over Duval County, Florida in connection with any action, suit, or other proceeding arising from, relating to, or in any way connected with this Note. Each party agrees that neither will assert in any such action, suit, or proceeding that it is not personally subject to the jurisdiction of such court, that the action, suit, or proceeding is brought in an inconvenient forum, and/or that the venue of the action, suit, or proceeding is improper.

22. Waiver of Jury Trial. THE MAKER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND OTHER AGREEMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED HEREWITH, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER WRITTEN OR VERBAL) OR ACTION OF ANY PARTY IN CONNECTION WITH THE MAKING OF THIS NOTE OR OTHERWISE.

Remainder of Page Intentionally Blank – Signature Page Follows

[Signature Page to Promissory Note – Richard L. Justus]

IN WITNESS WHEREOF, the Maker, on the day and year first written above, has caused this Note to be executed.

SPAR Marketing Force, Inc.
a Nevada corporation

By: _____
Christiaan M. Olivier
Chief Executive Officer

Maker's Address:

1910 Opdyke Court
Auburn Hills, Michigan 48326

Exhibit 99.8

SECURITIES PLEDGE AND ESCROW AGREEMENT

EFFECTIVE DATE:	January 1, 2018
PLEDGOR:	SPAR Marketing Group, Inc., a Nevada corporation
SECURED PARTY:	Richard L. Justus
ESCROW AGENT:	Fisher, Tousey, Leas & Ball, P.A., a Florida professional service corporation
PROMISSORY NOTE:	That certain Secured Promissory Note of even date herewith made by Pledgor in favor of Secured Party, in the principal amount of $100,000 (the "***Note***").

A. On the Effective Date, Pledgor purchased 2 shares of common stock of Resource Plus of North Florida, Inc., a Florida corporation ("***Resource Plus***"); 20 shares of common stock of Mobex of North Florida, Inc., a Florida corporation ("***Mobex***"); and a 1% limited liability company membership interest in Leasex, LLC, a Florida limited liability company ("***Leasex***") (Resource Plus, Mobex and Leasex shall each be a "***Company***" and shall collectively be the "***Companies***"), from Secured Party. The securities in the foregoing Companies being sold by Seller to the Buyer that are the subject of this Pledge are referred to as the "***Securities***."

B. As a condition to selling the Securities to Pledgor, the Secured Party required the Pledgor to grant a security interest in all of the Securities and the Pledgor agreed to pledge all of the Securities (collectively, the "***Pledged Securities***") as security for the Note pursuant to the terms set forth below (the "***Pledge***"). SPAR Group, Inc., a Delaware corporation, that is the sole shareholder of the Pledgor, executed a Guaranty for the benefit of Secured Party in conjunction with the purchase of the Pledged Securities (the "***Guaranty***").

C. The Securities to be pledged hereunder are represented by the respective stock certificates and assignment instruments described on ***Exhibit A***.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Pledge of Pledged Securities.

(a) In consideration of the premises and as an inducement to Secured Party to sell the Securities to Pledgor, Pledgor does hereby grant a security interest in and assign, transfer, set over and pledge to Secured Party the Pledged Securities (together with all stock dividends or other similar distributions thereon and all shares, obligations or securities into which the Pledged Securities may be changed or which may be issued in lieu thereof, and together with any other securities which hereafter may be pledged hereunder, which are herein collectively included within the term "***Pledged Securities***").

(b) This Pledge is made as security for (i) the repayment, according to its terms, of the full amount of the Note, and (ii) any other liability or liabilities of the Pledgor arising under the Note or this Pledge. The Escrow Agent hereby agrees to act as depository and escrow agent with respect to the Pledged Securities.

2. Possession and Use of Pledged Securities; Covenants of Pledgor.

(a) The Pledged Securities shall be delivered to the Escrow Agent, endorsed in bearer form or accompanied by good and sufficient powers of attorney. Escrow Agent shall be entitled to receive all amounts paid in cash or other property as a liquidating distribution on account of the Pledged Securities. All distributions received by Escrow Agent in accordance herewith shall become subject to all of the provisions hereof.

(b) As long as the Pledged Securities are subject to this Pledge, Pledgor warrants that Pledgor shall not cause any of the Companies to sell any of their assets outside of the ordinary course of business for which the selling Company receives fair market value.

(c) Pledgor warrants and covenants that no financing statement covering any of the Pledged Securities or any proceeds of such Pledged Securities is on file in any public office, including, but not limited to, the office of the Secretary of State of the State of Florida (or any designated independent contractor of such office). At the request of the Secured Party and to the extent required or permitted by applicable law, Pledgor will join in executing one or more financing statements, in a form satisfactory to Secured Party, and pay the cost of filing such statement or statements wherever filing is deemed necessary or appropriate by the Secured Party.

(d) So long as this Pledge has not been terminated as provided hereafter, Pledgor:

(i) will not transfer, or attempt to transfer, any of the Pledged Securities, and will not grant option rights to acquire any of the Pledged Securities.

(ii) will, on demand of the Secured Party:

(A) furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this Pledge, and

(B) execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the Pledged Securities and pay all costs of filing in connection therewith.

3. Events of Default and Remedies. If any one or more of the following events (each an "***Event of Default***") shall occur and be continuing:

(a) any breach or default under the Note executed by the Pledgor in favor of the Secured Party;

(b) the breach or default of any of the representations, warranties, covenants or agreements of the Pledgor under this Pledge that continues for fifteen (15) days after the Secured Party gives written notice to Pledgor;

(c) the subjection of the Pledged Securities to levy of execution or other judicial process in connection with collection of a debt owed by Pledgor;

(d) any direct or indirect sale or transfer of all or any part of an interest in the Pledged Securities, whether voluntary or involuntary;

(e) a sale of all or substantially all of the assets of the Companies;

(f) a default by Pledgor under any other agreement between the Secured Party and the Pledgor or any other event of default under this Pledge following written notice and failure to timely cure as therein provided;

(g) any event that results in the acceleration of the maturity of the indebtedness of the Pledgor to others under any indenture, agreement, or undertaking including, without limitation, any mortgage; or

(h) the Pledgor's insolvency, the appointment of a receiver for any part of the Pledgor or the assets of the Pledgor, any assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law by or against the Pledgor;

then, in any such event, Secured Party may, at Secured Party's option, declare the Note and this Pledge in default, and give written notice of such Event of Default to Escrow Agent under Section 4, to obtain the release of the Pledged Securities from this Pledge.

4. Distribution and/or Disbursement. The Escrow Agent shall hold the Pledged Securities pending distribution and/or disbursement, and shall distribute and/or disburse such Pledged Securities only upon the happening of one or more of the following conditions subject to the requirements set forth herein:

(a) Receipt by Escrow Agent of written notice from Secured Party that an Event of Default under Section 3 has occurred and verification of such facts set forth in the written notice. Promptly upon receipt, the Escrow Agent shall send a copy of the notice to Pledgor. Unless Pledgor disputes that an Event of Default has occurred, in writing, within thirty (30) days of its receipt of the notice from Escrow Agent, or the Escrow Agent independently is aware of information that causes it to believe that an Event of Default has not occurred, the Secured Party may declare all amounts due under the Note and this Pledge (collectively, the "***Obligations***") to be due and payable in full, whereupon the Obligations shall immediately mature and become due and payable in full without presentment, demand, protest or notice, all of which are hereby waived. Upon acceleration, the Escrow Agent shall immediately release the Pledged Securities, other than cash that shall be applied to the Obligations, to Secured Party, which may thereafter exercise all remedies available to him under the Florida Uniform Commercial Code.

(b) Receipt by Escrow Agent of written notice from Pledgor that the Obligations have been paid and/or satisfied in full and that Pledgor is entitled to the return of the Pledged Securities. Promptly upon receipt, the Escrow Agent shall send a copy of the written notice to Secured Party. Unless Secured Party disputes, in writing, Pledgor's entitlement to such distribution and/or disbursement within thirty (30) days of receipt of the written notice from Escrow Agent, or the Escrow Agent is independently aware of information that causes it to believe that such distribution and/or disbursement is unjustified, the Escrow Agent shall distribute and/or disburse the Pledged Securities to Pledgor promptly upon the expiration of such thirty (30) day period.

(c) In the event Pledgor disputes that an Event of Default has occurred, in writing, within thirty (30) days of receipt of the notice from Escrow Agent under Section 4(a), or in the event Secured Party disputes, in writing, Pledgor's entitlement to the distribution and/or disbursement, within thirty (30) days of receipt of the notice from Escrow Agent under Section 4(b), or if Escrow Agent is independently aware of information that causes it to believe that an Event of Default has not occurred, or that such distribution and/or disbursement is unjustified, as applicable, it shall continue to hold the Pledged Securities pending either receipt of further instructions signed by both Secured Party and Pledgor, or the issuance of a non-appealable final order rendered by a court of competent jurisdiction determining the rights of the parties hereunder.

(d) Receipt by Escrow Agent of a written document signed by Pledgor and Secured Party and specifically requesting and instructing the Escrow Agent to distribute and/or disburse the Pledged Securities. In such event, the Escrow Agent shall distribute and/or disburse the Pledged Securities according to the instructions contained in such written notification.

5. Nature of Duties; Liability. The duties of the Escrow Agent hereunder are purely ministerial in nature. The Escrow Agent shall not be liable for any error of judgment, fact or law, or any act done or omitted to be done, except for its own willful misconduct or gross negligence or that of its officers, employees or agents. The Escrow Agent shall make no distribution or disbursement of the Pledged Securities except according to Section 4 above. The Escrow Agent may act upon any instructions or advice believed by it to be genuine and it may assume that any person purporting to give advice or instruction hereunder, believed by it to be duly authorized, has been authorized to do so. The Escrow Agent shall not be liable for any actions taken or omitted upon the reasonable interpretation of any advice, instruction, or document furnished to it. The Escrow Agent may decline to act and shall not be liable for such failure to act if in doubt as to its duties hereunder. The Escrow Agent may assume, without verification, the genuineness of any signatures on any writings that are regular on their face. In the event the Escrow Agent shall incur any liability, damage, or expense, including reasonable attorneys' fees of attorneys of its own choosing, incurred without gross negligence or willful misconduct on the part of Escrow Agent, arising out of or resulting from any claim that it has improperly distributed and/or disbursed the Pledged Securities from escrow, or otherwise arising out of or in connection with carrying out its duties hereunder, Pledgor and Secured Party shall, jointly and severally, indemnify and hold it harmless therefrom. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

6. Termination of Escrow. In the event the Pledged Securities placed in escrow pursuant to this Pledge have not been distributed prior to the date that is one (1) year following the date that the last payment under the Note is due, the Escrow Agent may, in its sole discretion, continue to hold the Pledged Securities that are the subject of this Pledge until the parties mutually agree to the distribution and/or disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may, at its sole discretion, file an action in interpleader to resolve the rights of the parties thereto. The Escrow Agent shall be indemnified for all costs, including reasonable attorneys' fees of attorneys of its own choosing, in connection with the aforesaid interpleader action, and shall be fully protected in suspending all or part of its activities under this Pledge until a final judgment in the interpleader action is received.

7. Interpleader. If the parties shall be in disagreement about the interpretation of this Pledge, or about their rights and obligations hereunder, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, at its discretion, file an action in interpleader to resolve such disagreement. Escrow Agent shall be indemnified, jointly and severally, by Pledgor and Secured Party for all costs, including reasonable attorneys' fees of attorneys of its own choosing, in connection with the aforesaid interpleader action, and shall be fully protected in suspending all or a part of its activities under this Pledge until a final judgment in the interpleader action is received.

8. Designation of Holder of Pledged Securities. Notwithstanding any other provision herein to the contrary, Secured Party hereby designates Escrow Agent to hold the Pledged Securities on Secured Party's behalf, in order to perfect Secured Party's security interest in the Pledged Securities; nothing herein, including, but not limited to, Pledgor's joining herein, shall be deemed to negate Escrow Agent's status as such designated person during the term of this Pledge; and Secured Party acknowledges having provided to Escrow Agent a copy of this Pledge relating to the Pledged Securities as they exist on the date hereof.

9. Beneficial Ownership and Voting Rights. Pledgor shall remain the beneficial owner of the Pledged Securities for all purposes, except as otherwise provided in this Pledge. So long as no Event of Default or other default exists hereunder, Pledgor shall be entitled to exercise all voting rights in connection with the Pledged Securities; provided, however, (a) voting rights shall not be exercised to permit a liquidation of the Company, the sale of substantially all of the assets of the Company, or any other event in violation of the covenants in Section 3, and (b) during the pendency of an Event of Default, Secured Party shall be entitled to exercise all voting rights in connection with the Pledged Securities.

10. Resignation. The Escrow Agent may resign at any time upon giving the other parties hereto thirty (30) days notice to that effect. In such event, the successor Escrow Agent shall be such person, firm or corporation as shall be mutually selected by the Secured Party and the Pledgor. It is understood and agreed that the Escrow Agent's resignation shall not be effective until a successor Escrow Agent agrees to act hereunder; provided, however, that in the event no successor Escrow Agent is appointed and acting hereunder within thirty (30) days of such notice, the Escrow Agent may pay and deliver the Pledged Securities into a court of competent jurisdiction.

11. Miscellaneous Provisions.

(a) Amendments. This Pledge may be modified, amended, altered, or changed solely upon the mutual consent of the parties hereto, evidenced by a written instrument duly executed by the parties hereto.

(b) Attorneys' Fees. In the event any party institutes a legal proceeding to enforce its rights hereunder and/or in regard to the Pledge or the Pledged Securities, the legal fees and all costs of the proceeding shall be paid by the non-prevailing party to the prevailing party, whether in arbitration, at trial, or on appeal.

(c) Assignment. Secured Party has the right to assign this Pledge, or any of the rights or benefits hereof, without the consent of Pledgor.

(d) Captions and Headings. Titles, captions, and headings contained in this Pledge are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Pledge or the intent of any provision hereof. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Pledge.

(e) Construction. Whenever the context may require, any pronoun used in this Pledge shall include the corresponding masculine, feminine or neuter forms. Whenever the context may require, the singular form of any noun, pronoun, and verb shall include the plural form; the plural form of any noun, pronoun, and verb shall include the singular form.

(f) Counterparts. This Pledge may be executed in one or more counterparts and all such counterparts shall together constitute this Pledge and shall be binding on all the parties notwithstanding that all of the parties are not signatories to the original or the same counterpart. The parties also hereby agree that, for purposes of the execution of this Pledge, facsimile and .PDF signatures shall constitute original signatures.

(g) Cross Default. This Pledge shall be in default in the event of a default under the Note, this Pledge, or the Guaranty.

(h) Entire Agreement. This Pledge, collectively with the Note, constitutes the entire agreement among the parties with respect to the subject matter described herein and replaces and supersedes all prior and contemporaneous agreements by and among the parties with respect to the subject matter hereof. Any prior understandings or representations preceding the date of this Pledge will not be binding on any party.

(i) Further Assurances. The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Pledge and the documents referred to in this Pledge.

(j) Governing Law. This Pledge shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its rules governing choice of law or conflicts or laws.

(k) Interpretation. All of the parties have contributed substantially and materially to the preparation of this Pledge; consequently, this Pledge will not be construed more strictly against one party than against any other merely by virtue of the fact that it may have been prepared by legal counsel to one of the parties.

(l) Legal Counsel. The parties acknowledge that Fisher, Tousey, Leas & Ball, P.A. ("***Legal Counsel***") is legal counsel to the Secured Party, that Legal Counsel prepared this Pledge on behalf of and in the course of its representation of the Secured Party, and that the parties have been advised that (i) a conflict of interest may exist between their interests, and (ii) they have the right to seek the advice of separate legal and tax counsel. Each party hereto (i) acknowledges that Legal Counsel represents the Secured Party in this matter, (ii) acknowledges it has had an opportunity to consult with legal counsel of its choice, and (iii) waives any conflict of interest as may exist in the representation of the Secured Party by Legal Counsel. The parties agree that in the event of a dispute between the parties, Legal Counsel may represent the Secured Party.

(m) Notices. All notices and other communications to parties called for herein or given in connection herewith shall be in writing and shall be sufficiently given if given via hand delivery, or mailed via certified mail, return receipt requested, postage prepaid, to such parties address as set forth below, unless an alternate address is furnished in writing by such party to the other parties.

If to the Secured Party:	Richard Justus 9636 Heckscher Drive Jacksonville, Florida 32226
With a copy to:	Mark C. Kloeppel, Esq. 501 Riverside Avenue, Suite 600 Jacksonville, Florida 32202
If to Pledgor:	SPAR Marketing Force, Inc. 1910 Opdyke Court Auburn Hill, Michigan 48326

With a copy to: Jason M. Hille, Esq.
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Notices will be deemed complete and given upon (a) the date such notice is given if notice is given by hand delivery, (b) the date that is two (2) business days after the date of mailing if notice is deposited into the U.S. Mail, postage prepaid, and (c) the date such notice is received if notice is sent via telegram, facsimile, or overnight express delivery service that can certify actual delivery.

(n) Rights and Remedies Cumulative. The rights and remedies provided in this Pledge are cumulative; the use of any one right or remedy shall not preclude or waive any other right or remedy.

(o) Schedules and Exhibits. In the event of any inconsistency between the statements in the body of this Pledge and those in the Schedules and Exhibits (other than an exception expressly set forth as such in the Schedules and Exhibits with respect to a specifically identified representation or warranty), the statements in the body of this Pledge will control. The Schedules and Exhibits attached hereto shall be incorporated in this Pledge by reference hereto as if fully set forth herein.

(p) Severability. If any provision in this Pledge is held to be invalid, illegal, or unenforceable in any respect or the application of any provision is held to be invalid, illegal, or unenforceable as to any person, fact, circumstance or situation, such invalidity, illegality, or unenforceability shall not affect the remainder of such provision, any other provision hereof, or any permitted application. This Pledge shall be construed so as to be valid, legal, binding and enforceable to the fullest extent permitted by law, and as if this Pledge had never contained any such invalid, illegal, or unenforceable provision.

(q) Successors. Except as otherwise provided herein, all provisions of this Pledge shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

(r) Survival of Representations, Warranties, and Covenants. The covenants, representations, warranties and other written statements set forth in this Pledge or any separate instrument pursuant to which the parties subscribe to this Pledge shall survive the execution and delivery hereof and thereof. Each of such covenants, representations, warranties and other written statements shall be deemed to be independent and material and to have been relied upon by the party to whom made.

(s) Time. If any date described in this Pledge falls on a Saturday, Sunday or national holiday that date shall be automatically extended to the next day that is not a Saturday, Sunday or national holiday. Time shall be of the essence with regards to the performance of each and every provision of this Pledge.

(t) Venue and Jurisdiction. The parties consent to exclusive jurisdiction and venue in the courts having jurisdiction over Duval County, Florida in connection with any action, suit, or other proceeding arising from, relating to, or in any way connected with this Pledge or the Pledged Securities. Each party agrees that it will not assert in any such action, suit, or proceeding that it is not personally subject to the jurisdiction of such court, that the action, suit, or proceeding is brought in an inconvenient forum, and/or that the venue of the action, suit, or proceeding is improper.

(u) Waiver. The failure to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

(v) WAIVER OF JURY TRIAL. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AFTER OPPORTUNITY FOR CONSULTATION WITH INDEPENDENT COUNSEL, WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING ARISING FROM OR BASED UPON ANY LITIGATION OR OTHER PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR OBLIGATIONS ARISING FROM THIS PLEDGE OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENT (VERBAL OR WRITTEN) OR ACTION OF THE PARTIES IN CONNECTION WITH THIS PLEDGE. EACH PARTY AGREES THAT:

(i) IT SHALL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED.

(ii) THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO AND SHALL BE SUBJECT TO NO EXCEPTIONS.

(iii) NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

(iv) THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE FINANCING SECURED BY THE PLEDGE.

Remainder of Page Intentionally Blank – Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Pledge effective as of the day and year first above written.

PLEDGOR:

SPAR Marketing Force, Inc.,
a Nevada corporation

By: _____
Name: Christiaan M. Olivier
Title: Chief Executive Officer

SECURED PARTY:

_____
Richard L. Justus

ESCROW AGENT:

Fisher, Tousey, Leas & Ball, P.A.,
a Florida professional service corporation

By: _____
Marvin C. Kloeppel, Vice President

EXHIBIT A

1. Resource Plus of North Florida, Inc.
   Stock Certificate # __ for 2 shares issued to SPAR Marketing Force, Inc.

2. Mobex of North Florida, Inc.
   Stock Certificate # __ for 20 shares issued to SPAR Marketing Force, Inc.

3. Leasex, LLC
   Assignment transferring 1% limited liability company membership interest issued to SPAR Marketing Force, Inc.

Exhibit 99.9

GUARANTY

THIS GUARANTY (this "***Guaranty***") is dated as of January 1, 2018, and is made by SPAR GROUP, INC., a Delaware corporation, on behalf of itself and its heirs, successors, representatives and assigns ("***Guarantor***"), for the benefit of RICHARD JUSTUS ("***Beneficiary***").

RECITALS

A. On the effective date of this Guaranty, the Beneficiary sold all of his stock in the business entities described on **Exhibit A** to SPAR MARKETING FORCE, INC., a Nevada corporation ("***Debtor***"), for cash and the Debtor's Secured Promissory Note in the aggregate principal amount of ONE HUNDRED THOUSAND and 00/100 ($100,000.00), evidenced by a promissory note from the Debtor to the Beneficiary.

B. The Guarantor is the parent company of the Debtor; consequently, the Guarantor will receive a direct benefit from the financing provided by the Beneficiary.

C. To induce the Beneficiary to finance the purchase by the Debtor, the Guarantor has agreed to guaranty the payment of the total principal and interest due by the Debtor and the performance of all of the Debtor's non-monetary obligations to the Beneficiary ("***Obligations***").

D. The Debtor has executed a Securities Pledge and Escrow Agreement to grant a security interest lien in the securities purchased from Beneficiary; that agreement, together with the Secured Promissory Note and this Guaranty, are collectively hereafter called the "***Loan Documents***."

NOW THEREFORE, in consideration of the foregoing, which the Guarantor hereby acknowledges to be true and good and sufficient consideration for this Guaranty, the Guarantor agrees as follows:

1. The Guaranty. The Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiary, for his benefit and for the benefit of his successors, endorsees, transferees and assigns, the full and punctual payment when due (whether at stated maturity, by acceleration or otherwise) all of the Obligations. Accordingly, if the Debtor fails to pay any Obligation when due in accordance with its terms (whether at stated maturity, by acceleration or otherwise), the Guarantor shall, on demand of the Beneficiary, immediately pay the Beneficiary the entire amount of such Obligations. If the Debtor shall at any time fail to make any payment required to be made under the Loan Documents as and when the same shall become due and payable, the Guarantor shall immediately make such payments or cause such payments to be made. The Guarantor waives all notices of any kind in connection with their obligations under this Guaranty.

2. Nature and Duration of Guaranty. This is a general and continuing guaranty. The Guarantor hereby expressly waives notice from Beneficiary of Beneficiary's reliance upon or acceptance of this Guaranty. The liability of the Guarantor under this Guaranty shall be joint and several with the liability of any other guarantor or guarantors of the Obligations of the Debtor guaranteed hereby. This Guaranty shall extend to all of the Obligations and shall remain in full force and effect until the Obligations are paid in full. The Guarantor agrees that if at any time all or any part of any payment made by such Guarantor hereunder previously applied by Beneficiary to the balance of the Obligations is or must be returned by or recovered from Beneficiary by reason of the insolvency of the Debtor or the pendency of proceedings instituted by or against the Debtor under the Federal Bankruptcy Code or any similar law, this Guaranty shall continue in effect or, if previously terminated, shall be reinstated, and the Obligations shall be deemed to have continued in existence as if such prior application had not been made. The Guarantor agrees to indemnify, save and hold Beneficiary harmless from and against any required return by or recovery from Beneficiary of any such payments as a result of being deemed preferential or fraudulent as to any creditor, trustee, debtor in possession or other party under applicable bankruptcy law.

3. Guaranty of Costs. The Guarantor absolutely and unconditionally guarantees the prompt and full payment of all costs and expenses of whatever nature or kind, including without limitation, attorneys' fees, incurred by Beneficiary in enforcing the provisions of this Guaranty and in collecting the Obligations guaranteed hereunder, whether or not legal action is brought against the Debtor, the Guarantor or any of them, and including expenses and attorneys' fees for any appeal of any action brought by Beneficiary against the Debtor, the Guarantor or any of them.

4. Guaranty Unconditional. This is a guaranty of payment and not of collection, and the obligations of the Guarantor hereunder are unconditional and absolute except as specifically provided herein and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by: (i) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of the Debtor with respect to any Obligation, by operation of law or otherwise; (ii) any modification or amendment or supplement to any document evidencing any Obligation; (iii) any release, non-perfection or invalidity of any direct or indirect security for any Obligation or any release of any other guarantor of any Obligation; (iv) any change in the existence, structure or ownership of the Debtor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Debtor or its assets or any resulting disallowance, release or discharge of all or any portion of any Obligation; (v) the existence of any claim, set-off or other right which any guarantors may have at any time against the Debtor, any Beneficiary or any other corporation or person, whether in connection herewith or any unrelated transaction; provided, however, that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim; (vi) any invalidity or unenforceability of any Obligation, or any provision of applicable law or regulation purporting to prohibit the payment by the Debtor of any Obligation; (vii) any failure by Beneficiary (A) to file or enforce a claim against the Debtor or its estate (in a bankruptcy or other proceeding), (B) to give notice of the existence, creation or incurring by the Debtor of any new or additional indebtedness or obligation under or with respect to any Obligation, (C) to commence any action against the Debtor, (D) to disclose to the Guarantor any facts that the Beneficiary may now or hereafter know with regard to the Debtor, or (E) to proceed with due diligence in the collection, protection or realization upon any collateral securing any Obligation; (viii) any other act or omission to act or delay of any kind by the Debtor, the Beneficiary, or any other person; or (ix) any other circumstance whatsoever that might, but for the provisions of this clause, constitute a legal or equitable discharge of any of the Guarantor's obligations hereunder.

5. Consideration. The Guarantor represents, warrants and acknowledges that the Guarantor has received good, valuable and sufficient consideration for the making of this Guaranty and expressly agrees that recourse may be had against such Guarantor's properties for all obligations hereunder, and further agree that any and all of such Guarantor's properties shall be subject to execution for any judgment rendered against such Guarantor on this Guaranty by a court of competent jurisdiction. Debtor shall pay the Guarantor a fee each year on the anniversary of the effective date hereof for providing this Guaranty equal to one half of one percent (0.50%) of the outstanding amount of the Obligations.

6. Waiver of Right of Subrogation. The Guarantor shall not assert any right to which the Guarantor has or may become entitled, whether by subrogation, contribution or otherwise, against the Debtor or any of the Debtor's properties, or against any other guarantors of the Obligations, by reason of the performance by the Guarantor of his or her Obligations under this Guaranty, and the Guarantor shall have no right of subrogation to the rights of Beneficiary against the Debtor or any other guarantors, except after (i) payment in full of all of the Obligations (including costs and expenses) which may be or become payable in respect of or under the Loan Documents, and (ii) the expiration of any applicable period of time within which payments (received from the Debtor or from liquidation of any collateral given by the Debtor) may be recovered by or on behalf of a trustee or debtor in possession in proceedings for relief under the Federal Bankruptcy Code or similar insolvency law.

7. Subordination of Claims. All obligations of the Debtor to the Guarantor, whether now existing or hereafter arising, are hereby made subordinate and inferior to the Obligations of the Debtor to Beneficiary under the Loan Documents; should any payment of any such obligation be collected, enforced and received by the Guarantor while any Loan Document (including this Guaranty) is in default or under circumstances which create, or which are reasonably likely to create, an event of default thereunder, then, in such event, such payment or payments shall be received by the Guarantor as trustee for Beneficiary and paid over to Beneficiary on account of the Obligations of the Debtor.

8. No Duties of Beneficiary. Beneficiary shall have no duty to the Guarantor to monitor the actions or condition of the Debtor. It is the intention of the parties that Beneficiary may rely completely on this Guaranty for repayment of the Obligations arising under the Loan Documents, whether or not the Debtor is creditworthy and whether or not it would be prudent to make such loans and advances to or on behalf of the Debtor or to permit the same to remain outstanding. Beneficiary shall have no duty to the Guarantor to see to the payment and performance by the Debtor of the Debtor's obligations or duties under the Loan Documents.

9. Independent Obligations. The Obligations of the Guarantor hereunder shall be joint and several with, and shall be independent of, the Obligations of the Debtor and any other guarantors. A separate action or actions may be brought and maintained against the Guarantor whether or not an action is brought against the Debtor or any such additional guarantor. Beneficiary may proceed directly against the Guarantor without first pursuing recourse against any collateral held for the Obligations guarantied hereby.

10. Representation and Warranties. The Guarantor represents and warrants to the Beneficiary that: (a) the financing provided by Beneficiary to the Debtor will confer direct, full, fair and equivalent benefits on such Guarantor; (b) such Guarantor is neither insolvent nor will be rendered insolvent by the execution of this Guaranty; and (c) there is no litigation, claim or proceeding pending or threatened against such Guarantor that, if determined adversely, would have a material adverse effect on the financial condition of such Guarantor.

11. Events of Default. The following shall be "***Events of Default***" under this Guaranty:

(a) The failure of the Guarantor to abide by or perform any of the covenants on the part of such Guarantor contained herein (including the covenant to pay the Obligations upon default by the Debtor).

(b) The entry of any monetary judgment or the assessment and/or filing of any tax lien against the Guarantor that is not satisfied, superseded or transferred to bond or other security within thirty (30) days of such event or the issuance of any writ of garnishment or attachment against any property of, debts due, or rights of such Guarantor.

(c) The filing by the Guarantor of a voluntary petition in bankruptcy, or the commencement by the Guarantor of a voluntary case under any present or future federal bankruptcy law or any similar federal or state law, or the consent by the Guarantor to the appointment of or taking possession by a receiver, trustee, liquidator, custodian or other similar official, of the Guarantor or of all or any substantial portion of the Guarantor's assets, or the making by the Guarantor of any assignment for the benefit of creditors, or the failure of the Guarantor generally to pay the Guarantor's debts as such become due, or the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Guarantor in an involuntary case under any present or future federal bankruptcy law or any similar federal or state law, or appointment of a receiver, trustee, liquidator, custodian or other similar official, of such Guarantor or of all or any substantial portion of the Guarantor's assets.

(d) Should any warranty or representation made or furnished to Beneficiary by or on behalf of the Guarantor, in connection with this Guaranty or to induce Beneficiary to extend credit or otherwise deal with the Debtor, prove to have been false in any material respect when made or furnished.

12. Remedies. If an Event of Default shall occur, Beneficiary shall be entitled to exercise all remedies available against the Guarantor at law or in equity, including, but not limited to, the recovery of all sums guaranteed hereunder, recovery of damages for the breach hereof, or specific enforcement of this Guaranty, and to recover from the Guarantor all costs and expenses of exercising such remedies hereunder, including reasonable attorneys' fees and actual costs, whether or not the exercise of such remedies involves litigation, and whether incurred in trial or appellate proceedings.

13. Waiver of Exemptions. The Guarantor waives to the fullest extent allowed by law any and all exemptions afforded by law to such Guarantor.

14. Miscellaneous Provisions.

(a) Amendments. Except as otherwise provided herein, this Guaranty may be modified, amended, altered, or changed solely upon the unanimous written consent of the Guarantor and Beneficiary.

(b) Attorneys' Fees. In the event any party institutes a legal proceeding to enforce its rights hereunder, the legal fees and all costs of the proceeding shall be paid by the non-prevailing party to the prevailing party, whether in arbitration, at trial, or on appeal.

(c) Captions and Headings. Titles, captions, and headings contained in this Guaranty are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Guaranty or the intent of any provision hereof.

(d) Construction. Whenever the context may require, any pronoun used in this Guaranty shall include the corresponding masculine, feminine or neuter forms. Whenever the context may require, the singular form of any noun, pronoun, and verb shall include the plural form; the plural form of any noun, pronoun, and verb shall include the singular form.

(e) Counterparts. This Guaranty may be executed in two (2) or more counterparts, all of which shall be considered one and the same Guaranty, and shall become effective when one counterpart has been signed by each party and delivered to the other parties hereto. The parties also hereby agree that, for purposes of the execution of this Guaranty, facsimile and .pdf signatures shall constitute original signatures.

(f) Cross Default. This Guaranty shall be in default in the event of a default under any of the Loan Documents.

(g) Effectiveness. This Guaranty shall become effective when executed by the Guarantor regardless of whether actually received by the Beneficiary.

(h) Entire Agreement. This Guaranty, collectively with the other Loan Documents, constitutes the entire agreement among the parties with respect to the subject matter described herein and replaces and supersedes all prior and contemporaneous agreements by and among the parties with respect to the subject matter hereof. Any prior understandings or representations preceding the date of this Guaranty will not be binding on any party.

(i) Further Assurances. Each party agrees to execute such other documents and instruments as are necessary to comply with any applicable law, rule, or regulation.

(j) Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its rules governing choice of law or conflicts or laws.

(k) Interpretation. The Guarantor and Beneficiary have contributed substantially and materially to the preparation of this Guaranty; consequently, this Guaranty will not be construed more strictly against one than against any other merely by virtue of the fact that it may have been prepared by legal counsel to Beneficiary.

(l) Legal Counsel. The parties acknowledge that Fisher, Tousey, Leas & Ball, P.A., a Florida professional service corporation ("***Legal Counsel***"), is legal counsel to Beneficiary, that Legal Counsel prepared this Guaranty on behalf of and in the course of its representation of the Beneficiary. The Guarantor (i) acknowledge that Legal Counsel represents Beneficiary in this matter, and (ii) acknowledge they have had an opportunity to consult with legal and tax counsel of the Guarantor's choice. The parties agree that in the event of a dispute between the Beneficiary and the Guarantor, Legal Counsel may continue to represent the Beneficiary. The Guarantor acknowledges that no attorney-client relationship exists between the Guarantor and Legal Counsel.

(m) Notices. All notices, requests, demands and other communications which are required or may be given under this Guaranty shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) the day after being sent, if sent for next day delivery to a domestic address by a recognized overnight service (e.g. Federal Express); and (iii) five (5) days after being sent, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent as follows:

If to the Beneficiary:	Richard Justus 9636 Heckscher Drive Jacksonville, Florida 32226
With a copy to:	Fisher, Tousey, Leas & Ball, P.A. Attention: Marvin C. Kloeppel, Esquire 501 Riverside Avenue, Suite 600 Jacksonville, Florida 32202
If to the Guarantor:	SPAR Group, Inc. _____ _____
With a copy to:	Foley & Lardner, LLP Attention: Jason M. Hille, Esquire 777 East Wisconsin Avenue Milwaukee, Wisconsin 53202

or to such other address as such party shall have specified by notice in writing to the other parties.

(n) Rights and Remedies Cumulative. Each right, power and remedy of the Beneficiary as provided for in this Guaranty or now or hereafter existing under applicable laws or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Guaranty or now or hereafter existing under applicable laws or otherwise, and the exercise or beginning of the exercise by the Beneficiary of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Beneficiary of any or all such other rights, powers or remedies.

(o) Severability. If any provision in this Guaranty is held to be invalid, illegal, or unenforceable in any respect or the application of any provision is held to be invalid, illegal, or unenforceable as to any person, fact, circumstance or situation, such invalidity, illegality, or unenforceability shall not affect the remainder of such provision, any other provision hereof, or any permitted application. This Guaranty shall be construed so as to be valid, legal, binding and enforceable to the fullest extent permitted by law, and as if this Guaranty had never contained any such invalid, illegal, or unenforceable provision.

(p) Successors. Except as otherwise provided herein, all provisions of this Guaranty shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

(q) Survival of Representations, Warranties, and Covenants. The covenants, representations, warranties and other written statements set forth in this Guaranty or any separate instrument pursuant to which the parties subscribe to this Guaranty shall survive the execution and delivery hereof and thereof. Each of such covenants, representations, warranties and other written statements shall be deemed to be independent and material and to have been relied upon by the party to whom made.

(r) Time. If any date described in this Guaranty falls on a Saturday, Sunday or national holiday that date shall be automatically extended to the next day that is not a Saturday, Sunday or national holiday. Time shall be of the essence with regards to the performance of each and every provision of this Guaranty.

(s) Venue and Jurisdiction. The Guarantor consents to exclusive jurisdiction and venue in the courts having jurisdiction over Duval County, Florida in connection with any action, suit, or other proceeding arising from, relating to, or in any way connected with this Guaranty. The Guarantor agrees that they will not assert in any such action, suit, or proceeding that they are not personally subject to the jurisdiction of such court, that the action, suit, or proceeding is brought in an inconvenient forum, and/or that the venue of the action, suit, or proceeding is improper.

(t) Waiver. The failure to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

(u) WAIVER OF JURY TRIAL. GUARANTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AFTER OPPORTUNITY FOR CONSULTATION WITH INDEPENDENT COUNSEL, WAIVES GUARANTOR'S RIGHT TO TRIAL BY JURY IN ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING ARISING FROM OR BASED UPON ANY LITIGATION OR OTHER PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR OBLIGATIONS ARISING FROM THIS GUARANTY OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENT (VERBAL OR WRITTEN) OR ACTION IN CONNECTION WITH THIS GUARANTY. GUARANTOR AGREE THAT:

(i) GUARANTOR SHALL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED.

(ii) THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY NEGOTIATED BY SUCH GUARANTOR AND BENEFICIARY AND SHALL BE SUBJECT TO NO EXCEPTIONS.

(iii) NEITHER GUARANTOR NOR BENEFICIARY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS GUARANTY (INCLUDING THIS SECTION) WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

Remainder of Page Intentionally Blank – Signature Page Follows

IN WITNESS WHEREOF, the Guarantor have duly executed and delivered this Guaranty as of the day and year first written above.

GUARANTOR:

SPAR Group, Inc.

By: _____
Name: James R. Segreto
Title: Chief Financial Officer

EXHIBIT A

Number of Shares Sold

Number of Shares/Percentage Sold	Company
2 shares	Resource Plus of North Florida, Inc.
20 shares	Mobex of North Florida, Inc.
1%	Leasex, LLC

Exhibit 99.10

EXECUTIVE OFFICER EMPLOYMENT TERMS AND SEVERANCE AGREEMENT

This Executive Officer Employment Terms and Severance Agreement (as modified, amended or restated from time to time in the manner provided herein, this "**Agreement**") is dated and effective as of January 1, 2018 (the "**Effective Date**"), and is by and between Richard Justus, an individual (the "**Employee**"), and **Resource Plus of North Florida, Inc.**, a Florida corporation (the "**Company**"). The Employee and Company may be referred to individually as a "**Party**" and collectively as the "**Parties**".

In consideration of past, present and future employment by the Company, the mutual covenants below and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged by each Party), the Employee and Company, intending to be legally bound, hereby agree as follows:

Section 1. **Introduction**. (a) **Introduction**. The Employee and the Company have entered into this Agreement to provide for the terms of the Employee's initial and continued employment with the Company and to provide for severance payments from the Company to the Employee under certain circumstances if the Employee leaves for Good Reason or is terminated other than in a Termination For Cause during the Protected Period (as all such terms are hereinafter defined). The effectiveness of this Agreement is conditioned on the Employee's execution and delivery to the Company of the other Related Documents (as defined below) and the commencement of his services on or before January 1, 2018. Unless earlier terminated pursuant to its terms or as a result of Employee's termination of employment, this Agreement will be effective through December 31, 2020 (the "Term"), after which point Employee will continue to be employed at on at-will basis only.

(b) **Compensation.** During the Term, the Company will pay you a base salary at the at the rate of $200,000.00 per year (the "Base Salary") in accordance with the regular payroll practices of the Company and subject to annual review by the Company's Board of Directors (the "Board").

(c) **Performance Bonus.** You will be entitled to an annual bonus of $160,000.00 provided that Resource Plus of North Florida, Inc., Mobex of North Florida, Inc., and Leasex, LLC reach at least $640,000.00 in EBITDA (as defined in the Stock Purchase Agreement, dated October 13, 2017, by and between Employee and SPAR Marketing Force, Inc.) during the Term. Such bonus will be paid in equal installments over the course of 26 payroll cycles, beginning with the first payroll cycle following the date the Company's audited financial statements indicate that this performance target has been satisfied, in all cases accordance with the regular payroll practices of the Company. In additional to the annual bonuses described herein, you will receive annual performance bonuses based on the performance metrics set forth on ***Exhibit A***.

(d) **Participation in Employee Benefit Plans**. You will be eligible to participate in any benefit plans (e.g., medical, dental) in effect from time to time for employees of the Company generally, except to the extent such plans are duplicative of benefits otherwise provided you under this Agreement (e.g., a severance pay plan). Your participation will be subject to the terms of the applicable plan documents and generally applicable Company policies, as the same may be in effect from time to time, and any other restrictions or limitations imposed by law.

(e) **Positions**. Subject to any required approval by the Company Board, the Company hereby appoints Employee to be the President of the Company, as well as an Officer and Executive of the Company (as such terms are defined in Company's By-Laws, as amended), and the Employee will continue (while employed by the Company) to hold such positions for the Protected Period, subject to the discretion of the Company and its Board. The Employee may also be a director or officer of various Company subsidiaries (as and to the extent designated and changed by the Company, its Board or the respective Company Affiliate's Board from time to time in its discretion), but the Employee will not be a director of SPAR Group, Inc., a Delaware corporation ("**SGRP**" or "**SPAR**").

(f) **Indemnification and D&O Insurance**. (i) The Employee, at all times, including after the termination of this Agreement and his employment with the Company, will be indemnified by the Company in accordance with and to the maximum extent permitted by Florida and other Applicable Law and the Company's By-Laws (which By-Laws are intended to generally reflect the requirements of Florida law), and will be covered by and in accordance with and to the extent permitted under the terms of SPAR's D&O Policy then in effect at the applicable time, in each case only with respect to claims that relate to Employee's employment with the Company, if applicable. The Employee acknowledges and understands that the Company's corporate "power" to indemnify is provided and thus limited by statute, namely Section 607.0850 of the Florida Business Corporation Act, that other Applicable Law (including Securities Law) also may place restrictions, limits or prohibitions on indemnifying or insuring various specified acts or omissions, and that the Company cannot do more than Applicable Law permits. No Company Director or Officer will ask or otherwise instruct the Employee to undertake any action that would jeopardize Employee's right to indemnification under Florida or other Applicable Law or SPAR's D&O Policy, if applicable.

(ii) During the Employee's term as an employee of the Company and for the six (6) year period immediately following the Employee's Separation from Service, the Company will, except for changes in or required by Applicable Law, (A) ensure that the Company By-Laws will contain provisions no less favorable as a whole to the Employee (as a former officer or employee of the Company) with respect to indemnification, advancement of expenses and exculpation from liabilities for acts or omissions occurring prior to such Separation from Service, and (B) use commercially reasonable efforts to maintain its D&O Policy on terms substantially no less favorable as a whole than those currently in effect. A copy of the Company's D&O Policy, if applicable, will be provided or otherwise made available to Employee for all years for which he is covered under such policy.

(g) **Compliance with the Ethics Codes and Policies and Applicable Law**. The Employee acknowledges and agrees that the Employee is subject to and bound by and will comply with all of (i) the directives of SGRP's Board, any SGRP committee, the Company's Board, or any other Authorized Representative (including SGRP's Chief Executive Officer or Chief Financial Officer), and (ii) SGRP's and the Company's internal accounting, financial and reporting controls and procedures, employment policies and procedures, corporate codes and policies and other SGRP or Company Policies, including (without limitation) SGRP's or the Company's Ethics Code, if applicable, and all Applicable Law, including (without limitation) the US Foreign Corrupt Practices Act (or any other comparable Applicable Law of any applicable jurisdiction) and each applicable Exchange Rule and Securities Law to the extent applicable. Current copies of the SGRP Ethics Code and certain other policies of SGRP can be reviewed or obtained on its web site (www.sparinc.com) under the Investor Relations tab and Corporate Governance sub-tab. In the event of any conflict between any of the policies of SGRP or the directives of SGRP's Authorized Representatives with those of the Company, those of the SGRP policies and directives of SGRP's Authorized Representatives shall control, govern and be given effect.

(h) **At Will Employment**. Notwithstanding the potential severance payments and other benefits under this Agreement, the Employee acknowledges and agrees that: (i) this Agreement is not intended, and shall not be deemed or construed, to in any way (A) create or evidence any employment agreement, contract, term or period of any kind or nature, or (B) contradict, limit or modify the "at will" nature of the Employee's employment; and (ii) except as otherwise expressly provided in any other written agreement of the Company with the Employee and approved by the Company Board, the Employee's employment is "at will" and may be modified from time to time and terminated at any time by the Company in its discretion, for any reason or no reason whatsoever, and without any notice or benefit of any kind (other than any benefit expressly provided under the circumstances by this Agreement).

Section 2. **Certain Definitions.** Capitalized terms used and not otherwise defined herein shall have the meanings respectively assigned to them in the SGRP By-Laws or SGRP Ethics Code, as applicable. As used in this Agreement, the following capitalized terms and non-capitalized words and phrases shall have the meanings respectively assigned to them:

(a) "**Affiliate**" of a referenced person shall mean (i) any subsidiary or parent of such person, (ii) any other person directly or indirectly controlling, controlled by or under common control with the referenced person, whether through ownership, by contract, arrangement or understanding or otherwise, which shall be presumed to exist if the referenced person has more than ten percent (10%) of the equity of, profits from or voting power respecting such other person or vice versa.

(b) "**Applicable Law**" shall mean, to the extent applicable, (i) any Exchange Rule, (ii) any Securities Law, (iii) the Internal Revenue Code ("**IRC**") or other applicable federal or state tax law, (iv) the other applicable federal law of the United States of America, and to the extent not preempted by such federal law, by the applicable laws of the State of Florida, in each case other than those conflict of law rules that would defer to the substantive laws of another jurisdiction, or (v) any other applicable federal, state, territorial, provincial, county, municipal or other governmental or quasi-governmental law, statute, ordinance, requirement or use or disposal classification or restriction; in each case (A) whether domestic or foreign, (B) including (without limitation) any and all rules and regulations promulgated under any of the foregoing and then in effect, and (C) as the same may be adopted, supplemented, modified, amended or restated from time to time or any corresponding or succeeding law or provision.

(c) "**Authorized Representative**" shall mean, for the Company or any Company Affiliate for whom the Employee works, any of: (i) the Company Board or the applicable Company Board Committee; (ii) the Chief Executive Officer or Chief Financial Officer of the Company; or (iii) any other Executive or Officer of the Company or applicable Company Affiliate who directly or indirectly supervises or is responsible for the Employee; or (v) any other Representative of the Company or applicable Company Affiliate who directly or indirectly supervises or is responsible for the Employee and is authorized to do so by the Board, Chief Executive Officer or Chief Financial Officer or any other Executive or Officer of Company, in each case other than the Employee.

(d) "**Beneficial Owner**" shall mean any person who beneficially owns (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act), securities issued by the referenced corporation or other entity, whether directly or indirectly, and whether individually, jointly with any other person(s) or otherwise.

(e) "**Board**" shall mean the respective Board of Directors of SGRP, the Company or the applicable Company Affiliate.

(f) "**Chairman**" shall mean the Chairman of the Company or applicable Company Affiliate.

(g) "**Confidentiality Agreement**" shall mean the Noncompetition and Confidentiality Agreement between the Employee and the Company , as the same may be supplemented, modified, amended, restated or replaced from time to time in the manner provided therein.

(h) "**Employee's Annual Compensation**" shall mean the Employee's annual base compensation rate (salary, fees, etc.) in effect immediately prior to the Service Termination or, if greater, at the highest annual compensation rate in effect at any time during the one-year period preceding the Service Termination, in each case without regard for any bonus, benefit or allowance.

(i) "**Employee's Daily Compensation**" shall mean the daily equivalent (i.e., $1/365^{th}$ or $1/366^{th}$, as applicable) of the Employee's Annual Compensation.

(j) "**Exchange Rules**" shall mean the charter or other organizational or governance document or listing or other requirements of the applicable national securities exchange or market on which SGRP's stock is listed or quoted, currently Nasdaq, or any other applicable self-regulatory or governing body or organization, and the rules and regulations promulgated thereunder, as the same may be adopted, supplemented, modified, amended or restated from time to time or any corresponding or succeeding law or provision.

(k) "**Good Reason**" shall mean the occurrence of any of the following events during the Protected Period without the Employee's written consent:

(i) the failure to elect or appoint, or re-elect or re-appoint, the Employee for any period within the Protected Period to, or removal or attempted removal of the Employee from, his position or positions with the Company or employing SGRP Company, if applicable, (except in connection with the proper termination of the Employee's employment by the Company by reason of death, disability or Termination For Cause);

(ii) any assignment to the Employee of any duties materially inconsistent with the status of the Employee's office and/or position with the Company or consistent with a position subordinate to the Employee's office and/or position with the Company;

(iii) any material adverse change in the Employee's title with the Company or employing SGRP Company, if applicable, or a material reduction the nature or scope of the Employee's authorities, powers, functions or duties respecting the Company or employing SGRP Company, if applicable, as of the Effective Date;

(iv) any delay by the Company or applicable SGRP Company, if applicable, for more than ten (10) business days in the payment to the Employee, when due, of any part of the Employee's Annual Compensation;

(v) any material reduction in the Employee's annual base salary (other than a reduction that applies generally to the Company's Officers or Executives);

(vi) a failure by the Company to obtain the assumption of, and agreement to perform, this Agreement by any successor to the Company (including any debtor-in-possession, trustee or other administrator in bankruptcy);

(vii) a Company-initiated change in the location at which substantially all of the Employee's duties with the Company or applicable SGRP Company must be performed to a location more than thirty (30) miles (measured in the shortest driving distance) from the location in which the Employee is then performing substantially all of his duties (excluding those duties performed at home or on the road), *provided that* the change in location increases Employee's commute and Employee had no control or influence on the decision make such change; or

(viii) the Employee's determination (based on the written advice of knowledgeable, reputable and independent attorneys, accountants or other applicable professionals) that the Company has willfully, negligently, or repeatedly not performed or improperly performed under, or otherwise breached or violated, any of the Company's obligations under this Agreement or any Related Document (in whole or in part) in any material respect, in each case except to the extent caused by any act or omission of the Employee constituting bad faith, gross negligence, willful misconduct, or a violation of Applicable Law or for an isolated, insubstantial and inadvertent failure not occurring in bad faith;

provided, however, that Good Reason shall not be considered present unless both (A) the Employee provides written notice to the Company or a written report to a member of the Company Board when the Employee learns or determines, or should reasonably learn or determine, that a Good Reason condition or underlying event exists promptly, but in any event within the ninety (90) day period, following such learning or determination, and (B) the Company does not remedy the condition within thirty (30) days after receipt of such notice (but if remedied, the condition shall be considered not to have occurred and not to be a basis for a Severance Termination due to Good Reason). Notwithstanding anything herein to the contrary, subclause (B) shall not apply and the Company shall not be entitled to remedy the Good Reason condition if the Company has already remedied the same condition at least three (3) times within the Term. It is intended that "Good Reason" be construed, interpreted and administered as "good reason" (as defined in applicable regulation or other guidance) for purposes of IRC §409A. Notwithstanding anything herein to the contrary, a failure to renew or replace this Agreement following the expiration of the Term shall not be, and shall not be deemed or construed to be, "Good Reason".

(l) **"IRC"** shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder, all as in effect at the applicable time.

(m) "**Majority of Voting Securities**" shall mean securities of the referenced person representing more than fifty percent (50%) of the combined voting power of the referenced person's then outstanding securities having the right to vote generally in the election of directors, managers or the equivalent.

(n) "**Protected Days Remaining**" shall mean the number of remaining days in the Protected Period following the Severance Termination date (*i.e.*, the number of days in the total applicable Protected Period minus the number of days in the employment period with the Company or its Affiliates); provided, however, that such number shall be not less than 365 days or more than 730 days for the purposes of this Agreement.

(o) "**Protected Period**" shall mean the period (i) commencing on the Effective Date commencing on the effective date and ending at 11:59 pm (NYC time) on the day before the third (3rd) anniversary of the Effective Date. The Protected Period may be extended or renewed for additional twelve (12) month periods from time to time by the written agreement of both Parties in their discretion and the approval of the SGRP Compensation Committee in its discretion, which written agreements shall specify the commencement, duration and end date for each such extension or renewal.

(p) "**Related Documents**" shall mean the Noncompetition and Confidentiality Agreement and this Agreement.

(q) "**Representative**" shall mean any Affiliate of the referenced person or any shareholder, partner, equity holder, member, director, officer, manager, employee, consultant, agent, attorney, accountant, financial advisor or other representative of the referenced person or of any of its Affiliates, in each case other than the Employee.

(r) "**Securities Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended, or any corresponding or succeeding provisions of any Applicable Law (including those of any state or foreign jurisdiction), and the rules and regulations promulgated thereunder, in each case as the same may have been and hereafter may be adopted, supplemented, modified, amended, restated or replaced from time to time.

(s) "**Securities Law**" shall mean the Securities Act of 1933, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002, any "blue sky" or other applicable federal or state Securities Law, or any other comparable law of any applicable jurisdiction, as amended and any and all rules and regulations promulgated thereunder and then in effect, in each case as the same may have been and hereafter may be adopted, supplemented, modified, amended, restated or replaced from time to time.

(t) "**Separation from Service**" shall mean the Employee's "separation from service" in accordance with (and as defined in) IRC §409A and the regulations thereunder with respect to the Employee's employment with the Company or applicable Company Affiliate (or their respective successors, as applicable. The Employee shall be presumed to have suffered such a "separation from service" even if the Employee continues to provide bona fide services after such termination or separation to the Company or any Company Affiliate (or their respective successors, as applicable), as an independent contractor or otherwise, so long as those services in the aggregate continue at a level that is less than fifty percent (50%) of the average level of those bona fide services performed during the immediately preceding 36-month period (or the entire employment period with the Company or its Affiliates if less than 36 months).

(u) **"Severance Payment Date"** except to the extent payment is required to be deferred for a period of six (6) months pursuant to Treas. Reg. §409A-3(i)(2), shall mean the first to occur of (i) the tenth business day following the Company's receipt of the Release it required under Section 3(b) duly executed by the Employee and such Release is not later revoked by the Employee, provided that such day shall not be sooner than the first business day of the second calendar year if the required return period for such Release overlaps two calendar years, (ii) if the Company gives the Employee notice that it will not require a Release, the tenth business day following the giving of such notice, (iii) if the Company does not send a Release within the thirty day period required under Section 3(a), the tenth business day following the expiration of that period, or (iv) the day (or if not a business day, the immediately preceding business day) that is two and one-half (2 ½) months after the date of the Severance Termination. To the extent payment is required to be deferred for a period of six (6) months pursuant to Treas. Reg. §409A-3(i)(2), the Severance Payment Date shall be one hundred eighty-one (181) days following the Employee's Separation from Service.

(v) "**SGRP Board**" shall mean the Board of Directors of SGRP.

(w) "**SGRP By-Laws**" shall mean the By-Laws of SGRP, including (without limitation) the charters of the SGRP Audit Committee, SGRP Compensation Committee and the SGRP Governance Committee, as the same may have been and hereafter may be adopted, supplemented, modified, amended or restated from time to time in the manner provided therein.

(x) "**SGRP Committee**" shall mean the SGRP Board's Audit Committee, the SGRP Board's Compensation Committee, the SGRP Board's Governance Committee or any other committee of the SGRP Board established from time to time, as applicable.

(y) "**SGRP Company**" shall mean SGRP or any direct or indirect subsidiary of SGRP (including the Company). The subsidiaries of SGRP at the referenced date are listed in Exhibit 21.1 to SGRP's most recent Annual Report on Form 10-K as filed with the U.S. Securities and Exchange Commission (a copy of which can be viewed at the Company's website (www.SMFinc.com) under the tab/sub-tab of Investor Relations/SEC Filings).

(z) "**SGRP Ethics Code**" shall mean, collectively, the SPAR Group Code of Ethical Conduct for its Directors, Executives, Officers, Employees, Consultants and other Representatives Amended and Restated as of August 13, 2015, and SGRP's Statement of Policy Regarding Personal Securities Transactions in SGRP Stock and Non-Public Information, as amended and restated on May 1, 2004, and as further amended through March 10, 2011, as each may have been and hereafter may be unilaterally adopted, interpreted, supplemented, modified, amended, restated, replaced, suspended or cancelled in whole or in part at any time and from time to time by the SGRP Board or applicable SGRP Committee in its or their discretion, as the case may be, all without any notice to or approval from the Employee.

(aa) "**SGRP Policies**" shall mean any and all of the SGRP's internal accounting, financial and reporting principles, controls and procedures, employment policies and procedures, and corporate codes and policies (including the SGRP Ethics Code) in effect at the applicable time(s), as each may have been and hereafter may be unilaterally adopted, interpreted, supplemented, modified, amended, restated, replaced, suspended or cancelled in whole or in part at any time and from time to time by the SGRP Board or applicable SGRP Committee or by the applicable authorized Executive(s) of SGRP (as defined in its By-Laws) in its or their discretion, as the case may be, all without any notice to or approval from the Employee.

(bb) "**SGRP Securities**" shall mean any securities issued by SGRP, whether acquired directly from SGRP, in the marketplace or otherwise.

(cc) "**SPAR Affiliate**" shall mean and currently includes (without limitation) each of the SGRP Companies, the Company's other Affiliates (including, without limitation, SPAR Administrative Services Inc., SPAR Business Services, Inc., and SPAR InfoTech, Inc.), and each other entity under the control of or common control with any of the foregoing entities, in each case whether now existing or hereafter acquired, organized or existing.

(dd) **"SPAR Authorized Representative"** shall mean any of: (i) the SPAR Board or the applicable SPAR Board Committee; (ii) the Chief Executive Officer or Chief Financial Officer of SPAR; or (iii) any other Executive or Officer of the SPAR or applicable SPAR Affiliate who directly or indirectly supervises or is responsible for the Employee; or (v) any other Representative of SPAR or applicable SPAR Affiliate who directly or indirectly supervises or is responsible for the Employee and is authorized to do so by the Board, Chief Executive Officer or Chief Financial Officer or any other Executive or Officer of SPAR, in each case other than the Employee.

(ee) "**SPAR Group**" shall mean the SGRP and all of the other SGRP Companies (including the Company) and all of the other SPAR Affiliates.

(ff) "**Termination For Cause**" shall mean any termination of the Employee for any of the following reasons (other than where the applicable events are based upon or also constitute Good Reason): (i) the Employee's willful, grossly negligent or repeated breach (whether through neglect, gross negligence or otherwise) in any material respect of, or the Employee's willful, grossly negligent or repeated nonperformance, misperformance or dereliction (whether through neglect, gross negligence or otherwise) in any material respect of any of his duties and responsibilities under (A) any Related Document or other employment agreement or confidentiality agreement with the Company or any Company Affiliate, (B) the directives of the SGRP Board, any SGRP Committee or any other SPAR Authorized Representative (including SGRP's Chief Executive Officer or Chief Financial Officer), (C) the directives of the Board or any Authorized Representative of the Company, (D) the SGRP Ethics Code or other SGRP Policies, or (E) the Company's policies and procedures governing his employment, in each case other than in connection with any absence or diminished capacity due to illness, disability or incapacity excused by (1) the policies and procedures of the Company, (2) the terms of his employment, or (3) the action of the SGRP Board, any SGRP Committee or any other Authorized Representative of SGRP (including SGRP's Chief Executive Officer or Chief Financial Officer); (ii) the gross or repeated disparagement by the Employee of the business or affairs of the Company, any SPAR Affiliate or any of their Representatives that in the reasonable judgment of the Company or applicable SPAR Affiliate has adversely affected or would be reasonably likely to adversely affect the operations or reputation of any such person; (iii) the Employee's knowing submission of any report or other information to the Company, SPAR, or any SPAR or Company Affiliate that shall, when considered in the aggregate is materially untrue, incomplete or otherwise misleading when made or deemed made; (iv) the Employee is admits or confesses to, pleads guilty or no contest to, adversely settles respecting or is convicted of (A) any willful dishonesty or fraud, (B) any material breach of any Applicable Law, (C) any assault or other violent crime, (D) any theft, embezzlement or willful destruction by the Employee of any asset or property of the Company, SPAR, any SPAR or Company Affiliate or any of their respective Representatives, customers or vendors, (E) any other misdemeanor involving moral turpitude, or (F) any other felony; (vi) alcohol or drug abuse by the Employee; provided, however, that Termination for Cause shall not be considered present unless both (A) the Company provides written notice to the Employee of the existence of a Termination for Cause condition or other event described above, and (B) the Employee does not remedy the condition or other event within thirty (30) days after receipt of such notice (but if the Company determines that such condition or other event is remedied, then the condition or other event shall be considered not to have occurred and not to be a basis for a Termination for Cause). Notwithstanding the foregoing: (1) the Company shall have the right to suspend the Employee with pay during that remedy period if it reasonably determines that the needs of the business require it; and (2) in no event shall a condition for Termination for Cause exist based on the Employee's refusal to perform any of his duties if, based on advice of counsel, performance of such duties would violate, in the opinion of such counsel, any Applicable Law; in such event, Employee shall provide counsel's written opinion to the Company upon request by the Company.

Section 3. **At Will Employment and Severance Termination. Introduction.** Notwithstanding the potential severance and other benefits under this Agreement, the Employee acknowledges and agrees that the Employee's employment is "at will" and may be modified from time to time and terminated at any time (whether during a Protected Period or otherwise) by the Company in its discretion, for any reason or no reason, and without notice or benefit of any kind, other than any benefit expressly provided under the circumstances pursuant to this Agreement. However, without in any way contradicting, limiting or modifying the "at will" nature of the Employee's employment, if the Employee's employment with the Company or other applicable Company Affiliate is terminated within the Protected Period (i) by such employer for any reason other than the Employee's death or disability or a Termination For Cause (as reasonably determined by the Company's Board), or (ii) by the Employee for Good Reason, and, in the case of any payment or benefit provided hereunder or portion thereof that is treated as deferred compensation subject to IRC §409A, if either such termination also constitutes a Separation from Service (each of which will be referred to as a "**Severance Termination**"), the provisions of this Section shall apply and the benefits provided by this Section shall be in lieu of any and all other severance or similar termination benefits that might otherwise apply (which other benefits are hereby waived by the Employee in the event such Severance Termination benefits apply).

(b) **Release, Non-Compete Agreement and Resignations Required for Severance Benefits.** As a condition precedent to the payment of any benefits under this Agreement in the event of a Severance Termination, the Company may, in its discretion, elect to require the Employee to execute and deliver (i) a mutual release with the Company substantially in the same form as ***Exhibit B*** hereto (a "**Release**"), (ii) a Confidentiality, Non-Solicitation and Non-Competition Agreement (with, among other things, a five year period of confidentiality, a three year period of non-solicitation and a one-year non-compete following termination) substantially in the same form as ***Exhibit C*** hereto (a "**Non-Compete Agreement**"), and (iii) resignation letters for each applicable SGRP Company substantially in the same form as ***Exhibit D*** hereto (each a "**Resignation**"), by sending to the Employee a Release and a Non-Compete Agreement signed by the Company (and any applicable SPAR Affiliate) within the thirty (30) day period following the date of such Severance Termination (whether or not delivery is accepted by the Employee). If the Employee has not signed the Release, Non-Compete Agreement and Resignations and sent them back to the Company by the last day of the thirty (30) day period following the date the Release was sent to Employee (or if such last day not a business day, the next succeeding business day) or has executed such Release but revoked it during the applicable revocation period, then notwithstanding anything else in this Agreement to the contrary, the Company (and any applicable Company Affiliate) shall not be required to make, and the Employee shall not be entitled to receive, any severance payments or other benefits under this Agreement.

(c) **Lump Sum Severance Payment**. (i) If a Severance Termination has occurred, then, subject to subsection (b) of this Section, the Company shall promptly (but not later than the Severance Payment Date) pay (or cause the applicable Company Affiliate to promptly pay) to the Employee severance pay in a lump sum equal to the sum of the following amounts (collectively, the "**Severance Payment**"):

(A) The product of the Employee's Daily Compensation times the number of Protected Days Remaining (but not more than 365 days); plus

(B) the higher of (1) fifteen percent (15%) of such Employee's Annual Compensation, or (2) the highest annual aggregate bonus amount awarded to the Employee in any of the preceding three employment years, but in any event not more than twenty-five percent (25%) of the Employee's Annual Compensation.

(ii) The Employee acknowledges and agrees that the Severance Payment is in lieu of, and acceptance by the Employee of the Severance Payment shall constitute the Employee's release of any rights of the Employee to, all other salary, bonuses, severance or other compensation that may have been payable to the Employee after or respecting the Severance Termination date. The Company acknowledges and agrees that the Severance Payment is in addition to (and not in limitation of) any and all unpaid salary and other compensation earned by and owed to the Employee for any period ending on or before the date of the Severance Termination (including any period ending on that date due to such termination).

(d) **Vacation Days**. If a Severance Termination has occurred, then, in addition to the Severance Payment and subject to subsection (b) of this Section, the Company shall promptly (but not later than the Severance Payment Date) pay (or cause the applicable Company Affiliate to promptly pay) to the Employee an amount equal to his or her accrued and unused vacation days (if any), computed based on the Employee's Annual Compensation, which the Company shall pay promptly and in accordance with the applicable policy of the Company (or if changed pending or following the applicable Service Termination, in accordance with the immediately preceding applicable policy of the Company). The Employee acknowledges that personal days and sick days are not vacation days for this or any other purpose.

(e) **Insurance.** In addition, during the eighteen (18) month period following the effective date of any Severance Termination, the Employee and his dependents shall continue to receive the insurance benefits provided during the preceding year as well as any additional insurance benefits as may be provided to executive officers or their dependents during such period in accordance with and to the extent permitted by the Company's policies and practices. The Employee's required co-payments shall not exceed those payable by the other executive officers of the Company. In the event the Employee is eligible for and voluntarily enrolls in Medicare for any part of such period and gives the Company written notice thereof, the Company will reimburse the Employee monthly in the same amount the Company would have paid for the Employee's coverage under its group insurance plan. Any applicable COBRA time periods and rights shall run concurrently with the provision of such insurance.

(f) **Stock Compensation Awards.** If a Severance Termination has occurred, then, subject to subsection (b) of this Section, each stock compensation award granted to the Employee (if any) that has not, by its express terms, vested shall become vested on the date of any Severance Termination, and shall thereafter be exercisable for the maximum period of time allowed for exercise thereof under the terms of such option, which period shall be determined as if the Severance Termination were a permitted retirement (irrespective of age or subsequent employment) of the Employee for the purpose of interpreting the provisions of any of the Company's stock compensation plans or awards to the Employee; provided, however, that if payment or settlement of any such stock compensation award at such time would result in a prohibited acceleration or deferral under IRC §409A, then such award shall be paid or settled at the time the award would otherwise have been paid or settled under the applicable plan or arrangement relating to such award absent such prohibited acceleration or deferral.

(g) **Illness not affecting Good Reason.** The Employee's right to terminate employment for Good Reason during the Protected Period shall not be affected by the Employee's illness or incapacity, whether physical or mental, unless the Company shall at the time be entitled to terminate his employment by reason thereof.

(h) **Parachute Payments.** Notwithstanding any other provision of this Agreement, or any other agreement, plan, or arrangement to the contrary, if any portion of any payment or benefit under this Agreement, or under any other agreement, plan, or arrangement (in the aggregate, "**Total Payments**"), would constitute an "excess parachute payment" under IRC §280G, and would, but for this Section 3.(h), result in the imposition on the Employee of an excise tax under IRC §4999 (the "**Excise Tax**"), then the Total Payments to be made to the Employee shall either be (a) delivered in full, or (b) delivered in a reduced amount that is One Dollar ($1.00) less than the amount that would cause any portion of such Total Payments to be subject to the Excise Tax, whichever of the foregoing results in the receipt by the Employee of the greatest benefit on an after-tax basis (taking into account the Excise Tax, as well as the applicable federal, state, and local income and employment taxes, for which the Employee shall be deemed to pay at the highest marginal rate for the applicable calendar year). To the extent the foregoing reduction applies, then any such payment or benefit shall be reduced or eliminated by applying the following principles, in order: (1) the payment or benefit with the higher ratio of the parachute payment value to present economic value (determined using reasonable actuarial assumptions) shall be reduced or eliminated before a payment or benefit with a lower ratio; (2) the payment or benefit with the later possible payment date shall be reduced or eliminated before a payment or benefit with an earlier payment date; and (3) cash payments shall be reduced prior to non-cash benefits; provided that if the foregoing order of reduction or elimination would violate IRC §409A, then the reduction shall be made pro rata among the payment or benefits (on the basis of the relative present value of the parachute payments). The determination of whether the Excise Tax or the foregoing reduction will apply will be made by independent tax counsel selected and paid by the Company (which may be regular counsel of the Company).

(i) **Company's Obligations**. The Company shall (or shall cause the applicable SPAR Affiliate to) pay to, or distribute to or for the benefit of, the Employee such amounts as are then due to the Employee under this Agreement and shall timely pay to, or distribute to or for the benefit of, the Employee in the future such amounts as become due to the Employee under this Agreement.

(j) **Employee's Estate**. In the event the Employee shall die after a Severance Termination (including, without limitation, during the Resolution Period), this Agreement and the benefits of this Section shall inure to the benefits of the estate, heirs and legal representatives of the deceased Employee in accordance with his or her will or Applicable Law, as the case may be.

(k) **Withholding**. The Company shall be entitled to withhold from amounts to be paid to the Employee hereunder any federal, state or local withholding or other taxes or charges which it is from time to time required to withhold; provided, that the amount so withheld shall not exceed the minimum amount required to be withheld by law. The Employer shall be entitled to rely on an opinion of the independent tax counsel selected and paid by the Company (which may be regular counsel of the Company) if any question as to the amount or requirement of any such withholding shall arise.

(l) **IRC §409A Override; Voluntary Early Payment**. Notwithstanding anything to the contrary in this Agreement, (A) the Company and the Company Affiliates do not warrant or guaranty compliance with IRC §409A, (B) the Company and the Company Affiliates shall not be liable for any taxes should the Employee be assessed or otherwise become liable for any additional income tax, excise tax, penalty or interest as a result of any payment or provision of any benefit in violation of IRC §409A, (C) it is intended that any payment or benefit provided pursuant to or in connection with this Agreement that is considered to be deferred compensation subject to IRC §409A (and not exempt) shall be provided and paid in a manner, and at such time and in such form, as complies with the requirements of IRC §409A to avoid any unfavorable tax consequences, and (D) without limiting the generality of the foregoing, the following specific rules shall apply in connection therewith:

(i) to the maximum extent permissible, any ambiguous terms of this Agreement shall be interpreted in a manner that avoids a violation of IRC §409A;

(ii) any bonus payments due hereunder that would be penalized under IRC §409A if paid later pursuant to the terms hereof shall instead be paid to the Employee by no later than two and one-half (2 ½) months after the end of the calendar year in which the Employee's rights to such bonus payments first vested for purposes of IRC §409A;

(iii) if any deferred compensation is accelerated hereunder to an earlier payment time that would result in a prohibited acceleration under IRC §409A, then such amount shall instead be paid at the time the amount would otherwise have been paid absent such prohibited acceleration;

(iv) subject to any applicable prohibition on acceleration of payment under IRC §409A, the Company may, at any time and in its sole discretion, make a lump-sum payment of or all amounts, or any or all remaining amounts, due to the Employee under this Agreement;

(v) all rights to payments and benefits hereunder shall be treated as rights to receive a series of separate payments and benefits for purposes of and to the fullest extent allowed by IRC §409A;

(vi) the payments or provision of benefits that are considered to be deferred compensation subject to IRC §409A (*i.e.*, not exempt) in connection with the Employee's Separation from Service shall be delayed, to the extent required under IRC §409A, until six months after the separation from service, or, if earlier, the Employee's death, if the Employee is a "specified employee" under IRC §409A (the "409A Deferral Period"); payments that are otherwise due to be made in installments or periodically during the 409A Deferral Period shall be accumulated and paid in a lump sum as soon as the 409A Deferral Period ends; payments that are due to be made in installments or periodically after the 409A Deferral Period shall be made as scheduled; any benefits that are required to be deferred under IRC §409A during the 409A Deferral Period may be provided during such period at the Employee's expense, with the Employee having a right to reimbursement from the Company once the 409A Deferral Period ends; and payments and benefits that are due to be made or provided in installments or periodically after the 409A Deferral Period shall be made or provided as scheduled;

(vii) if this Agreement provides for reimbursements that constitute deferred compensation for purposes of IRC §409A, in no event shall the reimbursements be paid later than the last day of the calendar year following the calendar year in which the related expense was incurred; and

(viii) if, after application of the foregoing rules and the other provisions of this Agreement (as and to the extent applicable) the Employee would still be reasonably likely to be assessed or otherwise become liable for any additional income tax, excise tax, penalty or interest as a result of any payment or provision of any benefit in violation of IRC §409A under any provision of this Agreement, then the Parties shall cooperate to correct such defects consistent with and to the extent permitted by the IRC §409A correction program(s).

Section 4. **Waivers of Notice, Etc.** Each Party hereby absolutely, unconditionally, irrevocably and expressly waives forever each and all of the following: (a) delivery or acceptance and notice of any delivery or acceptance of this Agreement; (b) notice of any action taken or omitted in reliance hereon; (c) notice of any nonpayment or other event that constitutes, or with the giving of notice or the passage of time (or both) would constitute, any nonpayment, nonperformance, misrepresentation or other breach or default under this Agreement; (d) notice of any material and adverse effect, whether individually or in the aggregate, upon the assets, business, cash flow, expenses, income, liabilities, operations, properties, prospects, reputation or condition (financial or otherwise) of a Party, its Representative or any other person; and (e) any other proof, notice or demand of any kind whatsoever with respect to any or all of a Party's obligations or promptness in making any claim or demand under this Agreement.

Section 5. **Mutual Consent to Governing Law**. To the greatest extent permitted by Applicable Law, this Agreement shall be governed by and construed in accordance with the federal Applicable Law of the United States of America, and to the extent not preempted by such federal Applicable Law, by the Applicable Law of the State of Florida in each case other than those conflict of law rules that would defer to the substantive laws of another jurisdiction. The preceding consents to governing law have been made by the Parties in reliance on Applicable Law.

Section 6. **Mutual Consent to Arbitration and Florida Jurisdiction, Etc.** Any unresolved dispute or controversy under this Agreement other than any Arbitration Exclusion shall be settled exclusively by arbitration conducted by the American Arbitration Association ("**AAA**") in accordance with the AAA's Commercial Arbitration Rules then in effect ("**AAA Rules**") and held in Duval County, Florida. However, no Party shall be required to arbitrate any Arbitration Exclusion, and any Party may pursue any Arbitration Exclusion through any action, suit, proceeding or other effort independent and irrespective of any pending or possible arbitration. "**Arbitration Exclusion**" shall mean any injunctive or similar equitable relief, any defense or other indemnification by the other Party, the scope or applicability of this arbitration provision, any enforcement of any arbitration or court award or judgment in any jurisdiction or any appeal of any lower court or arbitration decision sought by a Party, and at the option of such seeking Party, any damages or other applicable legal or equitable relief reasonably related to any of the forgoing exclusions. Any Party may object to any proposed arbitrator that (in its reasonable judgment) is not a disinterested unrelated third party or does not have at least a basic knowledge of merchandising businesses, accounting practices and generally accepted accounting principles. The arbitrator(s) shall determine each claim or severable part thereof in accordance with the provisions of this Agreement, shall use supportable quantifiable calculations in determining amounts, shall not add to, detract from, or modify any provision of this Agreement, and shall not "split the difference" or use other similar allocation methods. Discovery will be strictly limited to documents of the Parties specifically applicable to the claims, excluding, however, those documents protected by attorney/client, accountant or other professional or work product privilege (which have not been waived).

(b) The Parties each hereby consents and agrees that any state or federal court sitting in Jacksonville, Florida, each shall have non-exclusive personal jurisdiction and proper venue with respect to any unresolved dispute or controversy between the Parties under or related to this Agreement respecting any Arbitration Exclusion or other matter under this Agreement that is not subject to arbitration hereunder; provided, however, that such consent shall not deprive any Party of the right to appeal the decision of any such court to a proper appellate court located elsewhere or to voluntarily commence or join any action, suit or proceeding in any other jurisdiction having proper jurisdiction and venue.

(c) The preceding consents to the jurisdiction and venue of such arbitrations and courts have been made by the Parties in reliance (at least in part) on Section 685.102 of the Florida Statutes, as amended (as and to the extent applicable), other Applicable Law, and the rules of the AAA. No Party will raise, and each Party hereby absolutely, unconditionally, irrevocably and expressly waives forever, any objection or defense to any such jurisdiction as an inconvenient forum, or to any deference to or delay for any arbitration respecting any counterclaim or other matter relating to any Arbitration Exclusion. Except as otherwise provided in this Agreement: (i) in any arbitration, each Party shall pay its own expenses in such matter, including the fees and disbursements of its own attorneys, and half of the fees and expenses of the AAA and the arbitrator(s) costs, as applicable in each case irrespective of outcome; and (ii) in any action, suit or proceeding (other than arbitration), the predominately losing Party shall pay the costs and expenses of the predominately winning Party, including the fees and disbursements of the Parties' respective attorneys and all court costs.

Section 7. **Notice**. Any notice, request, demand, service of process or other communication permitted or required to be given to a Party under this Agreement shall be in writing and shall be sent to the applicable Party at the address set forth on the signature page below (or at such other address as shall be designated by notice to the other Party and Persons receiving copies), effective upon actual receipt (or refusal to accept delivery) by the addressee on any business day during normal business hours or the first business day following receipt after the close of normal business hours or on any non-business day, by FedEx (or other equivalent national or international overnight courier) or United States Express Mail, certified, registered, priority or express United States mail, return receipt requested, telecopy, or messenger, by hand or any other means of actual delivery. The Employee also may use and rely on the accuracy of the address of the SGRP designated as its executive office in its most recent filing under the Securities Exchange Act as the Company's address for notices hereunder. The Parties acknowledge and agree that such actual receipt will be presumed with, among other things, evidence of the signature by a Representative of, or adult in the same household as, the receiving Party on a return receipt, courier manifest or other courier's acknowledgment of delivery or receipt.

Section 8. **Interpretation, Headings, Etc.** In this Agreement: (a) the meaning of each capitalized term or other word or phrase defined in singular form also shall apply to the plural form of such term, word or phrase, and vice versa; each singular pronoun shall be deemed to include the plural variation thereof, and vice versa; and each gender specific pronoun shall be deemed to include the neuter, masculine and feminine, in each case as the context may permit or required; (b) any bold text, italics, underlining or other emphasis, any table of contents, or any caption, section or other heading is for reference purposes only and shall not affect the meaning or interpretation of this Agreement; (c) the word "event" shall include (without limitation) any event, occurrence, circumstance, condition or state of facts; (d) this Agreement includes each schedule and exhibit hereto, all of which are hereby incorporated by reference into this Agreement, and the words "hereof", "herein" and "hereunder" and words of similar import shall refer to this Agreement (including all schedules and exhibits hereto) and the applicable statement(s) of work as a whole and not to any particular provision of any such document; (e) the words "include", "includes" and "including" (whether or not qualified by the phrase "without limitation" or the like) shall not in any way limit the generality of the provision preceding such word, preclude any other applicable item encompassed by the provision preceding such word, or be deemed or construed to do so; (f) unless the context clearly requires otherwise, the word "or" shall have both the inclusive and alternative meaning represented by the phrase "and/or"; (g) each reference to any financial or reporting control or governing document or policy of the Employee's employer shall include those of its ultimate parent, SPAR Group, Inc., or any Nasdaq or SEC rule or other Applicable Law, whether generically or specifically, shall mean the same as then in effect; and (h) each provision of this Agreement shall be interpreted fairly as to each Party irrespective of the primary drafter of such provision.

Section 9. **Survival of Agreements, Etc.** Each of the representations and warranties (as of the date(s) made or deemed made), covenants, waivers, releases and other agreements and obligations of each Party contained in this Agreement: (a) shall be absolute, irrevocable and unconditional, irrespective of (among other things) (i) the validity, legality, binding effect or enforceability of any of the other terms and provisions of this Agreement or any other agreement (if any) between the Parties, or (ii) any other act, circumstance or other event described in this Section; (b) shall survive and remain and continue in full force and effect in accordance with their respective terms and provisions following and without regard to (i) the execution and delivery of this Agreement and each other agreement (if any) between the Parties and the performance of any obligation of such Party hereunder or thereunder, (ii) any waiver, modification, amendment or restatement of any other term or provision of this Agreement or any other agreement (if any) between the Parties (except as and to the extent expressly modified by the terms and provisions of any such waiver, modification, amendment or restatement), (iii) any full, partial or non-exercise of any of the rights, powers, privileges, remedies and interests of a Party or any Company Affiliate under this Agreement, any other agreement (if any) between the Parties or Applicable Law against such other Party or any other person or with respect to any obligation of such Party, which exercise or enforcement may be delayed, discontinued or otherwise not pursued or exhausted for any or no reason whatsoever, or which may be waived, omitted or otherwise not exercised or enforced (whether intentionally or otherwise), (iv) any extension, stay, moratorium or statute of limitations or similar time constraint under any Applicable Law, (v) any pledge, assignment, sale, conveyance or other transfer by the Company (in whole or in part) to any other person of this Agreement or any other agreement (if any) between the Parties or any one or more of the rights, powers, privileges, remedies or interests of the Company therein, (vi) any act or omission on the part of the Company, any Company Affiliate, any of their respective Representatives or any other person, (vii) any termination or other departure of the Employee from his or her employment, whether for cause or otherwise, or any dispute involving any aspect of such employment; or (viii) any other act, event, or circumstance that otherwise might constitute a legal or equitable counterclaim, defense or discharge of a contracting party, co-obligor, guarantor, pledgor or surety; in each case without notice to or further assent from the Employee or any other person (except for such notices or consents as may be expressly required to be given to such Party under this Agreement or any other agreement (if any) between the Parties); (c) shall not be subject to any defense, counterclaim, setoff, right of recoupment, abatement, reduction or other claim or determination that the Employee may have against the Company, any Company Affiliate, any of their respective Representatives or any other person; (d) shall not be diminished or qualified by the death, disability, dissolution, reorganization, insolvency, bankruptcy, custodianship or receivership of Party or any other person, or the inability of any of them to pay its debts or perform or otherwise satisfy its obligations as they become due for any reason whatsoever; and (e) with respect to any provision expressly limited to a period of time, shall remain and continue in full force and effect (i) through the specific time period(s) and (ii) thereafter with respect to events or circumstances occurring prior to the end of such time period(s).

Section 10. **Mutual Successors and Assigns, Assignment; Intended Beneficiaries.** All representations, warranties, covenants and other agreements made by or on behalf of each Party in this Agreement shall be binding upon the heirs, successors, assigns and legal representatives of such Party and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of each other Party; provided, however, that nothing herein shall be deemed to authorize or permit the Employee to assign any rights or obligations under this Agreement to any other person, and the Employee agrees to not make any such assignment. The representations, agreements and other terms and provisions of this Agreement are for the exclusive benefit of the Parties hereto and the Company Affiliates, and, except as otherwise expressly provided herein, no other person shall have any right or claim against any Party by reason of any of those provisions or be entitled to enforce any of those provisions against any Party. The provisions of this Agreement are expressly intended to benefit each of the members of the SPAR Group, who may enforce any such provisions directly, irrespective of whether the Company participates in such enforcement. However, no SPAR Affiliate other than the Company or other employing Company Affiliate shall have, or shall be deemed or construed to have, any obligation or liability to the Employee under this Agreement or otherwise.

Section 11. **Mutual Severability**. In the event that any provision of this Agreement shall be determined to be superseded, invalid, illegal or otherwise unenforceable (in whole or in part) pursuant to Applicable Law by a court or other governmental authority, the Parties agree that: (a) any such authority shall have the power, and is hereby requested by the Parties, to reduce or limit the scope or duration of such provision to the maximum permissible under Applicable Law or to delete such provision or portions thereof to the extent it deems necessary to render the balance of such Agreement enforceable; (b) such reduction, limitation or deletion shall not impair or otherwise affect the validity, legality or enforceability of the remaining provisions of this Agreement, which shall be enforced as if the unenforceable provision or portion thereof were so reduced, limited or deleted, in each case unless such reduction, limitation or deletion of the unenforceable provision or portion thereof would impair the practical realization of the principal rights and benefits of either Party hereunder; and (c) such determination and such reduction, limitation and/or deletion shall not be binding on or applied by any court or other governmental authority not otherwise bound to follow such conclusions pursuant to Applicable Law.

Section 12. **Mutual Waivers and Cumulative Rights**. Any waiver or consent respecting this Agreement shall be effective only if in writing and signed by the required Parties and then only in the specific instance and for the specific purpose for which given. No waiver or consent shall be deemed (regardless of frequency given) to be a further or continuing waiver or consent. No voluntary notice to or demand on any Party in any case shall entitle such Party to any other or further notice or demand. Except as expressly provided otherwise in this Agreement, (a) no failure or delay by any Party in exercising any right, power, privilege, remedy, interest or entitlement hereunder shall deemed or construed to be a waiver thereof, (b) no single or partial exercise thereof shall preclude any other or further exercise or enforcement thereof or the exercise or enforcement of any other right, power, privilege, interest or entitlement, and (c) the rights, powers, privileges, remedies, interests and entitlements under this Agreement shall be cumulative, are not alternatives, and are not exclusive of any other right, power, privilege, remedy, interest or entitlement provided by this Agreement or Applicable Law.

Section 13. **Mutual Waiver of Jury Trial; All Waivers Intentional, Etc**. In any action, suit or proceeding in any jurisdiction brought by any Party hereto against any other Party, each Party hereby absolutely, unconditionally, irrevocably and expressly waives forever trial by jury. This waiver of jury trial and each other express waiver, release, relinquishment or similar surrender of rights (however expressed) made by a Party in this Agreement has been absolutely, unconditionally, irrevocably, knowingly and intentionally made by such Party.

Section 14. **Mutual Counterparts and Amendments**. This Agreement or any supplement, modification or amendment to or restatement of this Agreement may have been executed in two or more counterpart copies of the entire document or of signature pages to the document, each of which may have been executed by one or more of the signatories hereto or thereto and delivered by mail, courier, telecopy or other electronic or physical means, but all of which, when taken together, shall constitute a single agreement binding upon all of its signatories. This Agreement (i) may not be supplemented, modified, amended, restated, waived, extended, discharged, released or terminated orally, (ii) may only be supplemented, modified, amended or restated in a writing signed by all of the Parties hereto and (iii) may only be waived, extended, discharged, released or terminated in a writing signed by each Party against whom enforcement thereof may be sought.

Section 15. **Entire Agreement**. Each Party acknowledges and agrees that, in entering into this Agreement and the other Related Documents, it has not directly or indirectly received or acted or relied upon any representation, warranty, promise, assurance or other agreement, understanding or information (whether written, electronic, oral, express, implied or otherwise) from or on behalf of the other Party, any of its subsidiaries or other Affiliates, or any of their respective Representatives, respecting any of the matters contained in this Agreement or any other Related Document except for those expressly set forth in this Agreement and the other Related Documents. This Agreement (including all exhibits and schedules) and the other Related Documents contain the entire agreement and understanding of the Parties and supersede and completely replace all prior and other representations, warranties, promises, assurances and other agreements, understandings and information (including, without limitation, all letters of intent, term sheets, existing agreements, offers, requests, responses and proposals and any other severance or termination arrangement or policy of the Company), whether written, electronic, oral, express, implied or otherwise, from a Party or between them with respect to the matters contained in this Agreement and the other Related Documents, as applicable.

Remainder of Page Intentionally Blank – Signature Page Follows

In Witness Whereof, the Parties hereto have executed and delivered this Agreement (including all schedules and exhibits hereto) through their duly authorized signatories on the dates indicated below and intend to be legally bound by this Agreement as of the Effective Date.

COMPANY:

Resource Plus of North Florida, Inc.

By: _____
[▲ Executive's Signature ▲]
Executive's Name:
Executive's Title:

Date Signed: [Agreement Date]

Company's Current Address:
Resource Plus of North Florida, Inc.
8848 Heckscher Drive
Jacksonville, Florida 32226

EMPLOYEE:

Richard Justus

_____
[▲ Employee's Signature ▲]

Richard Justus

Date Signed: [Agreement Date]

Employee's Current Address:
Richard Justus
8848 Heckscher Drive
Jacksonville, Florida 32226

[Signature page to - Officer Employment Terms & Severance Agreement]

EXHIBIT A

PERFORMANCE BONUS FOR 2018 - 2022

For purposes of the Performance Bonus payable to Employee, "**EBITDA**" means the Company's net income, (1) plus taxes, (2) plus interest expense, (3) minus the sum of interest income, depreciation and amortization, and (4) minus capital expenditures, as calculated using the audited financial statements of the Company prepared by the Company's independent auditor ("**AFS**").

For clarity all Company approved direct expenses, including expenses charged by SPAR Marketing Force, Inc. ("**SMF**") for services provided on behalf of the Company are to be treated as an expense in the Company's EBITDA for the purposes of calculating the Performance Bonus.

For further clarification, any and all overhead allocation expenses charged to and approved by the Company will be added back to increase the Company's EBITDA for the purposes of calculating the Performance Bonus.

The Bonus Payments for each year from 2018-2022 shall be calculated as follows:

(a) If the Company's EBITDA is greater than or equal to $1,500,000 in any year, then the Employee will be paid a Performance Bonus of $4,000 within 60 days of SMF's receipt of the AFS for such year from its auditor.

(b) If the Company's EBITDA is greater than $2,000,000 in any year, then the Employee will be paid an additional Performance Bonus of $4,000 within 60 days of SMF's receipt of the AFS for such year from its auditor for a total of $8,000 for the year.

(c) If in any year during the period beginning January 1, 2018 and ending December 31, 2021, if the Company's EBITDA is less than $1,500,000 in any year, then the Company's actual EBITDA in such year will be subtracted from $1,500,000 (the "**Shortfall**"), and the Shortfall will be added to the $1,500,000 EBITDA threshold for calculating the Bonus Payment (the "**Bonus Recoup**") for the next year. If the Company's EBTIDA exceeds the Bonus Recoup in the subsequent year, then Employee will be paid $4,000 that was unpaid from the prior year.

(d) If in any year during the period beginning January 1, 2018 and ending December 31, 2021 in which the Company's EBITDA is less than $2,000,000, then the Company's actual EBITDA in such year will be subtracted from $2,000,000 (the "**High Shortfall**"), and the High Shortfall will be added to the $2,000,000 EBITDA threshold for calculating any Bonus Payment (the "**High Bonus Recoup**") for the next year. If the Company's EBITDA exceeds the High Bonus Recoup in the subsequent year, then Employee will be paid $4,000 that was unpaid from the prior year.

(e) Any Bonus Recoup or High Bonus Recoup received in a given year will not impact the Bonus Payments paid to Employee if the Company's EBITDA in such year is greater than $1,500,000 or $2,000,000, respectively

Exhibit 99.11

FIRST AMENDMENT
TO
STOCK PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO STOCK PURCHASE AGREEMENT (this "Amendment") is made effective as of January 1, 2018, by and between SPAR Marketing Force, Inc., a Nevada corporation ("Buyer"), and Joseph L. Paulk, a Florida resident ("Seller").

WHEREAS, Buyer and Seller are parties to that certain Stock Purchase Agreement, dated as of October 13, 2017 (the "Purchase Agreement"); and

WHEREAS, in accordance with Section 10.7 of the Purchase Agreement, the parties hereto and thereto desire to amend the Purchase Agreement as provided herein.

NOW, THEREFORE, the parties, intending to be legally bound and in consideration of the premises and mutual promises herein contained, agree as follows:

1. Blue Dot References. Any and all references to "BlueDot Resource, LLC" are hereby replaced with "BDA Resource, LLC", and any and all references to "BlueDot" are hereby replaced with "BDA".

2. Employment Contract References. Any and all references to the "Employment Contract", including its definition, are hereby removed.

3. Amendment to the Recitals of the Purchase Agreement. The Recitals of the Purchase Agreement are hereby deleted in their entirety and replaced with the following:

"Seller desires to sell, and Buyer desires to purchase, all of the issued and outstanding shares (the "Shares") of capital stock owned or controlled by Seller of Resource Plus of North Florida, Inc., a Florida corporation ("Resource Plus"), Mobex of North Florida, Inc. a Florida corporation ("Mobex"), and Leasex, LLC, a Florida limited liability company ("Leasex" and, collectively with Resource Plus, Mobex and BDA, the "Acquired Companies"), for the consideration and on the terms set forth in this Agreement."

4. Amendment to Section 1 of the Purchase Agreement. Section 1 of the Purchase Agreement is hereby amended to add the following definition:

""BDA" – BDA Resource, LLC, a Florida limited liability company."

5. Amendment to Section 2.7(a) of the Purchase Agreement. The first sentence of Section 2.7(a) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"Buyer will deliver to Seller within 60 days after the Closing the GAAP Audited Balance Sheet of Resource Plus as of December 31, 2017 (the "ABS")."

6. Amendment to Section 2.10 of the Purchase Agreement. Section 2.10 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"The "Closing" shall take place electronically by the mutual exchange and delivery to the counterparty of facsimile or portable document format (.PDF) signatures, commencing at 10:00 a.m. eastern standard time on January 1, 2018 (the "Closing Date"). Subject to the provisions of Section 7.1, failure to consummate the transactions contemplated in this Agreement on the date and time and at the place determined pursuant to this Section 2.10 will not result in the termination of this Agreement and will not relieve any party of any obligation under this Agreement."

7. Amendment to Exhibit B of the Purchase Agreement. Exhibit B of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"Reserved."

8. Miscellaneous.

(a) Effect of Amendment. The execution, delivery and effectiveness of this Amendment shall not constitute a waiver or amendment of any provision of the Purchase Agreement, except as specifically set forth herein. Except as expressly provided in this Amendment, all other provisions of the Purchase Agreement shall remain in full force and effect. All references to the Purchase Agreement in any other document, instrument, agreement or writing hereafter shall be deemed to refer to the Purchase Agreement as amended hereby.

(b) Headings. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding section or sections of this Amendment or the Purchase Agreement. All words used in this Amendment or the Purchase Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

(c) Successors and Assigns. Seller may not assign any of its rights under this Amendment or the Purchase Agreement without the prior consent of Buyer, which may be withheld at its sole discretion. Subject to the preceding sentence, this Amendment and the Purchase Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Amendment or the Purchase Agreement will be construed to give any Person other than the parties to this Amendment or the Purchase Agreement any legal or equitable right, remedy, or claim under or with respect to this Amendment or the Purchase Agreement or any provision of this Amendment or the Purchase Agreement. This Amendment and the Purchase Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Amendment and the Purchase Agreement and their successors and assigns.

(d) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment is effective as of the date set forth above.

BUYER:

SPAR MARKETING FORCE, INC.

By: _____
Name: Christiaan M. Olivier
Title: Chief Executive Officer

SELLER:

_____
Joseph L. Paulk

[Signature Page to First Amendment to Stock Purchase Agreement]

Exhibit 99.12

FIRST AMENDMENT
TO
STOCK PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO STOCK PURCHASE AGREEMENT (this "Amendment") is made effective as of January 1, 2018, by and between SPAR Marketing Force, Inc., a Nevada corporation ("Buyer"), and Richard Justus, a Florida resident ("Seller").

WHEREAS, Buyer and Seller are parties to that certain Stock Purchase Agreement, dated as of October 13, 2017 (the "Purchase Agreement"); and

WHEREAS, the parties hereto and thereto desire to amend the Purchase Agreement as provided herein.

NOW, THEREFORE, the parties, intending to be legally bound and in consideration of the premises and mutual promises herein contained, agree as follows:

1. Amendment to definition of EBITDA. The first sentence of the definition of EBITDA is hereby deleted in its entirety and replaced with the following:

" "EBITDA" - the Company's net income, (1) plus taxes, (2) plus interest expense, (3) minus the sum of interest income, depreciation and amortization, and (4) minus capital expenditures, as calculated using the audited financial statements of the Company prepared by the Company's independent auditor ("AFS")."

2. Amendment to Section 1(b) of the Purchase Agreement. The first sentence of Section 1(b) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"$50,000 ("Down Payment") to be put into escrow and paid to Seller on January 1, 2018 ("Closing Date") and deducted from PP."

3. Amendment to Section 2 of the Purchase Agreement. Section 2 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"a. Within 60 days after the Closing Date, Buyer will deliver to Seller an audited balance sheet of Resource Plus as of December 31, 2017 prepared in accordance with U.S. GAAP (the "Closing Balance Sheet"). If the Closing Balance Sheet sets forth a net worth less than $2,700,000 (the "Minimum Net Equity"), then Seller will have 30 days following delivery of the Closing Balance Sheet to object to the Closing Balance Sheet; and, if no objection is received, the Closing Balance Sheet will be used to calculate any adjustment to PP.

b. If Seller gives such notice of objection, then the issues in dispute will be submitted to BDO USA, LLP (the "Accountants") for resolution. If issues in dispute are submitted to the Accountants for resolution, each party will furnish to the Accounts such work papers and other documents and information relating to the disputed issues as the Accountants may request. The final determination by the Accountants will be binding and conclusive on the parties, and Buyer and Seller will each bear 50% of the Accountants' fees for such determination.

c. If the net worth of Resource Plus as set forth on the Closing Balance Sheet, if undisputed, or as determined by the Accountants, if the Closing Balance Sheet is disputed, is less than the Minimum Net Equity (the "Final Net Worth"), 2% of the difference between the Minimum Net Equity and the Final Net Worth will be deducted from PP, and the Purchase Note shall be reduced by such amount."

4. Amendment to Section 7(b) of the Purchase Agreement. Section 7(b) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"if EBITDA is greater than $2,000,000, then Seller will be paid an additional $4,000 within 60 days of Buyer's Delivery of the AFS for a total of $8,000 for the year, in each such year."

5. Miscellaneous.

(a) Effect of Amendment. The execution, delivery and effectiveness of this Amendment shall not constitute a waiver or amendment of any provision of the Purchase Agreement, except as specifically set forth herein. Except as expressly provided in this Amendment, all other provisions of the Purchase Agreement shall remain in full force and effect. All references to the Purchase Agreement in any other document, instrument, agreement or writing hereafter shall be deemed to refer to the Purchase Agreement as amended hereby.

(b) Headings. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding section or sections of this Amendment or the Purchase Agreement. All words used in this Amendment or the Purchase Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

(c) Successors and Assigns. Seller may not assign any of its rights under this Amendment or the Purchase Agreement without the prior consent of Buyer, which may be withheld at its sole discretion. Subject to the preceding sentence, this Amendment and the Purchase Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Amendment or the Purchase Agreement will be construed to give any Person other than the parties to this Amendment or the Purchase Agreement any legal or equitable right, remedy, or claim under or with respect to this Amendment or the Purchase Agreement or any provision of this Amendment or the Purchase Agreement. This Amendment and the Purchase Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Amendment and the Purchase Agreement and their successors and assigns.

(d) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment is effective as of the date set forth above.

BUYER:

SPAR MARKETING FORCE, INC.

By: _____
Name: Christiaan M. Olivier
Title: Chief Executive Officer

SELLER:

_____
Richard Justus

[Signature Page to First Amendment to Stock Purchase Agreement]