

Mr. Jamal Rodriguez
And
Softwaresells, Inc.
1600 Pennsylvania Avenue
Nita, Nita
01810

December 1, 2008

Dear Mr. Rodriguez and Softwaresells, Inc.,

This office represents Shane Condo of Hill Road in North Nita, Nita in claims against you concerning funds and stock owed to him regarding his development of Softwaresells and revenues generated through his efforts. Demand is hereby made upon you to resolve this matter or suit will be brought in accordance with Nita General Law chapter 93A, contract law and other pertinent legal grounds. Unless a satisfactory resolution is achieved in the next 30 days then Mr. Condo will vigorously pursue all available remedies. Please be aware that violations of Nita General Law chapter 93A provide for a recovery of two to three times the amount of actual damages plus an award of attorneys fees.

Jamal Rodriguez approached Mr. Condo with a software application that he thought could be of value to the healthcare industry but was uncertain of its readiness or how to market it. He solicited and requested Mr. Condo's expertise on its present market readiness, its value to the market and to penetrate the payer sector (insurance companies such as Blue Cross Blue Shield firms, regional health plans such as Mighty Health Plans, Thrifty, Harvard Puritan, Community Health Plan, and others throughout the country).

Beginning in 2003, Jamal Rodriguez and my client met multiple times to review the software application and to pursue an arrangement whereby Mr. Condo would be compensated with commissions and equity based on the number of client contracts that he could help generate. Mr. Condo involvement was important to the success of the venture because of his background and significant experience with evaluating software applications for the healthcare industry, his advising software vendors on market strategy and because of his nationwide network of industry contacts developed over his then fifteen years in the business. Softwaresells used his expertise to help introduce the software to prospects and develop a strategy for penetrating the market.

In early 2005, Jamal Rodriguez, Mr. Condo and Peter Pumpkans, met to finalize the terms of the contractual arrangement. Mr. Condo's share of equity included an immediate 33% of the stock of the corporation and, consistent with his level of expertise in the industry and in marketing to the health care industry, 50% of all profits that Softwaresells generated. Mr. Condo's percentage of stock was to increase to a maximum of 49% upon completion of securing the first three clients. All net profits were to be distributed periodically in equal amounts on a monthly or quarterly basis. It was agreed that the revenue would be held in the common bank account to fund the daily operation of the business. Jamal Rodriguez maintained the bank checking account and managed the relationship with the payroll firm that would distribute payroll distributions to contractors working for Softwaresells and to Mr. Condo and Mr. Rodriguez. Stock certificates were granted to Mr. Condo on March 1, 2005 for 33,000 shares and again on May 1, 2005 for an additional 3,000 shares as a bonus for the acquisition of Softwaresells' first client that Mr. Condo was instrumental in helping to establish.

Mr. Condo diligently worked to ensure the success of the business, providing numerous leads as well as introductions to potential clients and knowledge of how to position the software to the industry. These efforts developed into establishing at least one client and other prospects. The one client, Mighty Health Plan, generated over \$800,000 in gross revenue from 2005 through 2006 and was ongoing on December 24, 2006 when Mr. Condo received notice from Softwaresells attempting to void the parties contract and revenue distribution plan. We have reason to believe that Mighty Health Plan remains an active client of Softwaresells and that the Company and Mr. Rodriguez continue to earn revenue and profits from this client to which Mr. Condo has not received compensation. Mr. Condo provided numerous leads as well as introductions.

Mr. Rodriguez and Mr. Condo had agreed, based on the advice of their accountant, on a profit sharing distribution plan that provided for all remaining company net profits to be distributed equally on December 31 of each year to avoid increased tax liability. At the time the purported termination of Mr. Condo's rights on Dec 24, 2006, just one week before a distribution of over \$100,000 was to be made to Mr. Condo, the company had over \$200,000 in cash on hand in the bank. This net profit was to be divided and distributed equally to Mr. Condo and Mr. Rodriguez. In order to avoid this obligation, as well as future distributions and stock ownership, Softwaresells, Jamal Rodriguez and others conspired to appropriate Mr. Condo's stock and money that was rightfully due him. Said actions are violations of contract and tort law and constitute fraudulent and deceptive trade practices in violation of Nita General Law Chapter 93A.

The solid business relationship and the success of the business as a result of Mr. Condo's efforts require restoring Mr. Condo to the position he was in pursuant to the parties agreement, a proper accounting for all revenues obtained during Mr. Condo's

purported ouster and a restitution of all the funds rightfully due him, including the payment of interest on those funds.

At the minimum, as of today, this includes:

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| 2006 Net profit sharing (50% of \$250,000) | \$125,000 |
| 2006 Onetime software payment (50% of \$40,000) | \$20,000 |
| 2007 Software license and maintenance fees (50% of \$36,000) | \$18,000 |
| 2007 Net Profit from Estimated Client billings (50% of \$15,000 per month) | \$90,000 |
| 2008 - Software license and maintenance fees (50% of \$36,000) | \$18,000 |
| 2008 Net Profit from Estimated Client billings (50% of \$15,000 per month) | \$90,000 |
| Due Shane Condo | \$361,000 |

In the event you do not restore Mr. Condo's stock in the company then demand is also hereby made upon you for compensation for 49% of the value of the company, which we value at \$5,000,000. This is based upon the fact that the acquisition of the first client that Mr. Condo helped broker, Mighty Health Plan in St. Louis, increased the value of the company's net worth considerably. The business value of a software firm is measured at 5 times the annual revenue generated by the company. In 2006, Softwaresells was experiencing a run rate of revenue of \$1 million plus. This would place a value on Mr. Condo's 49% as being worth \$2,450,000.

We would welcome sitting down with you in an effort to resolve this matter or mediating this dispute. From both a legal and business standpoint there is no reason to needlessly waste money on attorney's fees. In the event you do not respond to this demand within 30 days then Mr. Condo intends to pursue vigorously all available remedies.

Thank you for your anticipated cooperation.

Very Truly Yours

Ima Attorney