

Lock-Up/Leak-Out Agreement

THIS LOCK-UP/LEAK-OUT AGREEMENT (this "Agreement") dated as of December 21, 2016 is entered into by and between Novus Acquisition & Development Corp., a Nevada corporation ("NDEV"), (the "Company"), and John McDonald a stockholder of the Company identified on the signature page hereto (the "Stockholder") holding certificate 1728.

WHEREAS, the Stockholder(s) hold the number of shares of the common stock, \$.001 par value per share (the "Common Stock"), of the "Company set forth next to their respective names on the signature page hereto (collectively the "Shares");

WHEREAS, the Stockholder(s) believe it is in their best interests to establish an fair and orderly trading market for shares of the Common Stock;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Lock-Up of Securities.

- (a) Each of the Stockholder(s) agrees that until the date that is 6 months from the date of this Agreement of when the date that the Company's Common Stock becomes eligible for DTC trading (if such DTC trading eligibility of the Common Stock is suspended at any time after the date of this Agreement) (the "Lock-Up Period"), the Stockholder(s) will not offer to sell, contract to sell, or otherwise sell, dispose of, loan, pledge or grant any rights with respect to (each, a "Transfer") any Shares of Common Stock. The Lock-Up Period is subject to early termination if the cumulative number of shares of Common Stock traded during the Lock-Up Leak-Out Period (as reported by finance.yahoo.com) .
- (b) The restrictions set forth in this Section 1 shall not apply to any Transfer made in a private transaction provided that the transferee agrees in a writing satisfactory to NDEV and the Company to be bound by all of the terms and conditions of this Agreement.

2. Leak Out of Securities.

- (a) Each Stockholder agrees that during this mandatory leak out provision and following the expiration of the Lock-Up Period the Stockholder(s) will not collectively Transfer on any trading day a number of shares that exceeds the Leak-Out Limit (as defined below).
- (b) The Leak-Out Limit will be equal to five percent (5%) of the average daily trading volume of the Common Stock (as reported by finance.yahoo.com) during the ten (10) trading day period immediately preceding the date of Transfer, subject to adjustment as follows:
 - (i) If during the Leak-Out Period the average closing price of the Common Stock (as reported by finance.yahoo.com) exceeds \$1.00 per share for five (5) of ten (10) consecutive trading days, the Leak-Out Percentage will increase to ten percent (10%) of the average daily trading volume of the Common Stock (as reported by finance.yahoo.com) during the ten (10) trading day period immediately preceding the date of Transfer.
 - (ii) If during any three (3) of five (5) consecutive trading days the number of shares of Common Stock traded (as reported by finance.yahoo.com) (A) exceeds five million (5,000,000) shares per day or (B) totals seven million (7,000,000) shares in the aggregate, the Leak-Out Limit will increase to twenty percent (15%) of the average daily trading volume of the Common Stock (as reported by finance.yahoo.com) during the five (5) trading day period immediately preceding the date of Transfer.
- (c) For purposes of determining what Transfers may be effected pursuant to this Section 2, instructions for Transfer shall be processed in the order received.
- (d) The restrictions set forth in this Section 2 shall apply to any Transfer made in a private transaction provided that the transferee agrees to be bound in a writing satisfactory to the Company and NDEV by all of the terms and conditions of this Agreement.

3. Scope of Restrictions. The restrictions set forth in Section 1 and Section 2 above are expressly intended to preclude the Stockholder(s) from engaging in any hedging or other transaction in which is designed to or reasonably expected to lead or result in a Transfer of the Shares that would be prohibited during the Lock-Out Period or Leak-Out Period, even if the Shares would be sold by a broker other than the Stockholder and that the agreed amount that the stockholder has accepted is a total of 1,000,000 shares. Such prohibited hedging or other transactions include any short sale or any purchase, sale or grant of any right with respect to any Shares or with respect to any security that includes, relates to or derives any significant part or its value from the Shares. And the shares will be held by transfer agent and disbursed according to Sections 1 and 2 with acknowledgement from the Company for Letter of Authorization to the Transfer Agent.

4. Stop Transfer Instructions. The Stockholder(s) agree and consent to the entry of stop transfer instructions with the transfer agent and registrar of the Company's Common Stock and the Company and its transfer agent and registrar are hereby authorized to

decline to make any Transfer of shares if such Transfer would constitute a violation of this Agreement.

5. Voting. The Stockholder(s) shall retain all rights to vote the Shares owned by them during the Lock-Up Period and Leak-Out Period.
6. Termination of Agreement. This Agreement shall terminate in the event of a “Change of Control” of the Company or a material change in the nature of the business conducted by NDEV . The term “Change of Control” shall mean (i) the acquisition by any person, entity or group of persons or entities acting in concert of securities representing fifty percent (50%) of the Series A Preferred or more of the combined voting power of the Company’s then outstanding securities, whether acquired in one transaction or a series of transactions, (ii) a merger, consolidation or similar transaction which results in the Company’s shareholders immediately prior to such transaction not holding securities representing fifty percent (50%) or more of the total voting power of the outstanding securities of the surviving corporation or (iii) a sale of all or substantially all of the Company’s assets (other than to an entity owned by the Company or under common ownership with the Company).
7. Registration. The Company shall file a registration statement under Section 12(g) of the Securities Exchange Act of 1934, as amended, or shall submit such information to otcmarkets.com as shall be required for it to satisfy the adequate current information requirements set forth in the Pink OTC Markets Guidelines for Providing Adequate Current Information.
8. Attorney’s Fees. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled as determined by such court, equity or arbitration proceeding.
9. General.
 - (a) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Nevada without giving effect to the conflict of law principles of the State of Florida. .

- (b) Notices. All notices and other communications required or permitted hereunder will be in writing and will be delivered by hand or sent by overnight courier, fax or e-mail to:

If to NDEV:

13020 SW 92 Ave

A310

Miami FL 33176

If to the Shareholder:

John McDonald

739 Carnielian St

Rancho Cucamonga CA _91701

If to a Stockholder, to the address set forth under such Stockholder's name on the signature page hereto.

Each party may furnish an address substituting for the address given above by giving notice to the other parties in the manner prescribed by this Section 4.3. All notices and other communications will be deemed to have been given upon actual receipt by (or tender to and rejection by) the intended recipient or any other person at the specified address of the intended recipient.

- (c) Severability. In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.
- (d) Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (e) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.
- (e) Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter hereof.

- (f) Amendment and Waiver. This Agreement may be amended only by a written agreement executed by the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver. However this agreement supersedes all previous agreements
- (g) Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Lock-Up/Leak-Out Agreement as of the date first above written.

Novus Acquisition & Development Corp.

By: _____

Name: Gary F. Labrozzi

Title: CEO

STOCKHOLDER

John McDonald

Print Name of Stockholder above

Stockholder sign above

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