
AMENDMENT

TO

CONTRIBUTION AND SUBSCRIPTION AGREEMENT

AMONG

STRATFOR ENTERPRISES, LLC,

STRATEGIC FORECASTING, INC.

AND

SM/STRATFOR PARTNERS, LLC

AUGUST 1, 2011

**AMENDMENT
TO
CONTRIBUTION AND SUBSCRIPTION AGREEMENT**

THIS AMENDMENT TO CONTRIBUTION AND SUBSCRIPTION AGREEMENT (this "***Amendment***") is made and entered into as of August 1, 2011 (the "***Amendment Execution Date***"), by and among Stratfor Enterprises, LLC, a Delaware limited liability company (the "***Company***"), SM/Stratfor Partners, LLC, a Delaware limited liability company (the "***Investor***"), and Strategic Forecasting, Inc. (the "***Contributor***"). Each of the foregoing is referred to herein as a "***Party***" and collectively as the "***Parties.***"

RECITALS

WHEREAS, the Parties entered into a CONTRIBUTION AND SUBSCRIPTION AGREEMENT (the "***Original Agreement***") as of April 25, 2011;

WHEREAS, the Parties wish to amend the Original Agreement on the terms set forth in this Amendment (the Original Agreement as hereby amended if referred to as the "Agreement").

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENTS

**ARTICLE 1
DEFINITIONS**

1.1 Definitions. In addition to the terms defined in the body of this Amendment, capitalized terms used herein shall have the meanings given to them in the Original Agreement.

**ARTICLE 2
CONTRIBUTION; SUBSCRIPTION; CLOSING**

2.1 Article 2.1 of the Original Agreement is hereby deleted and amended and restated in its entirety to read:

2.1 Contribution.

(a) At the Closing, the Contributor agrees to contribute, transfer, assign, convey and deliver to the Company, free and clear of all Liens and Liabilities (other than the

Assumed Obligations), all assets and properties of the Company, whether real or personal, tangible or intangible, with the exception of the Excluded Cash (collectively, the “*Contributed Assets*”), which Contributed Assets shall include, without limitation:

- (i) the Office Leases and the leasehold interests created thereby;
- (ii) all of the Business Employees and employee benefit plans maintained by the Contributor;
- (iii) all Material Contracts;
- (iv) all of the Tangible Personal Property;
- (v) all cash, with the exception of the Excluded Cash, cash equivalents, accounts receivable, prepaid expenses, claims, deposits, prepayments, prepaid assets, refunds, causes of action, rights of recovery, rights of setoff and rights of recoupment of the Contributor as of the date hereof;
- (vi) all of the Intellectual Property;
- (vii) all permits held by the Contributor in the conduct of the Business; and
- (viii) all books and records relating to the Business in whatever medium;

(b) At the Closing, as the sole and complete consideration for the contribution of the Contributed Assets to the Company, the Company shall issue the Contributor 180,000 Class A Units of the Company, and the Company shall assume and agree to discharge the Assumed Obligations.

(c) “*Excluded Cash*” means \$300,000. The Contributor shall be entitled to retain \$300,000 in cash in order to satisfy 2011 and 2012 Texas Franchise Taxes, 2011 Federal corporate income tax, state sales and use taxes, and other miscellaneous obligations and liabilities of the Contributor as of August 1, 2011, provided, however, that no later than December 31, 2012, the Contributor will provide the Company with a full accounting of how the Excluded Cash has been used and will contribute any unused cash to the Company at that time.

ARTICLE 3 EXHIBIT D – THE LLC AGREEMENT

3.1 *Exhibit D.* Exhibit D, the LLC Agreement, is hereby amended and deleted in its entirety and restated as attached hereto as Exhibit D.

**ARTICLE 4
GENERAL**

4.1 Continuing Effect. Other than as set forth in this Amendment, all of the terms and conditions of the Original Agreement shall continue in full force and effect.

4.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all such counterparts together shall constitute one instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission or by electronic mail in “portable document format” form shall have the same effect as physical delivery of the paper document bearing the original signature.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

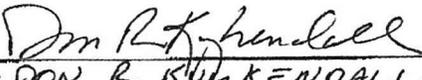
THE COMPANY:

STRATFOR ENTERPRISES, LLC

By: 
Name:
Title: Member

THE CONTRIBUTOR:

STRATEGIC FORECASTING, INC.

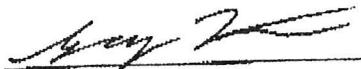
By: 
Name: DON R. KENDALL
Title: President

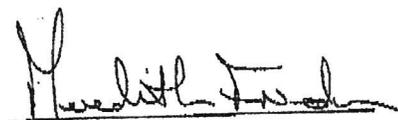
THE INVESTOR:

SM/STRATFOR PARTNERS, LLC

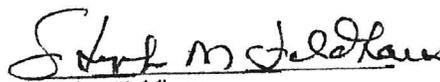
By: 
Name: Shea Morenz
Title: Managing Member

STRATFOR PRINCIPALS


George Friedman


Meredith Friedman


Don Kuykendall


Stephen Feldhaus

MORENZ


Shea Morenz

EXHIBIT D
LIMITED LIABILITY COMPANY AGREEMENT
OF
STRATFOR ENTERPRISES, LLC

CONTRIBUTION AND SUBSCRIPTION AGREEMENT
EXHIBIT D