

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): **June 5, 2020**

SOBR SAFE, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other
jurisdiction of incorporation)

000-53316
(Commission
File Number)

26-0731818
(I.R.S. Employer
Identification No.)

885 Arapahoe Road
Boulder, CO 80302
(Address of principal executive offices) (zip code)

(303) 443-4430
(Registrant's telephone number, including area code)

TransBiotec, Inc.
(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class
None

Name of each exchange on which registered
None

Section 1 – Registrant’s Business and Operations

Item 1.01 Entry into a Material Definitive Agreement

On June 5, 2020, we closed the transaction (the “Transaction”) that was the subject of that certain Asset Purchase Agreement dated May 6, 2019 (and Amendment No. 1 dated March 9, 2020, together the “APA”) with IDTEC, LLC (“IDTEC”), under which IDTEC agreed to provide personnel, experience, and access to funding to assist with the development of our SOBR device, as well as to sell to us certain robotics assets, which our management believes are synergistic with our current assets, in exchange for 12,000,000 shares of our common stock after giving effect to the reverse stock split effected in connection with closing the transaction. The closing of the Transaction was subject to several conditions precedent, primarily: (i) we had to be current in our reporting requirements under the Securities Exchange Act of 1934, as amended, (ii) we had to complete a reverse stock split of our common stock such that approximately 8,000,000 shares were outstanding immediately prior to closing the transaction, (iii) we could only have outstanding convertible instruments as set forth in the APA, (iv) our authorized common stock had to be reduced to 100,000,000 shares, and (v) we could not have more than approximately \$125,000 in current liabilities. Effective with the closing of the transaction all of the closing conditions had been met, modified or waived by IDTEC, and we issued the 12,000,000 shares to IDTEC in exchange for IDTEC providing access to personnel, experience, funding to assist with the development of our SOBR device, as well as the robotics assets. The description of the APA set forth in this report is qualified in its entirety by reference to the full text of that document and the amendment, which are attached hereto as Exhibits 10.1 and 10.2, respectively.

In advance of closing the Transaction, IDTEC and a few other affiliated parties (i) loaned funds directly to us, (ii) spent funds for the general costs related to the transaction, and/or (iii) spent funds to further develop and enhance the current SOBR product. As a result of closing the transaction, all the funds spent by IDTEC for any reason related to the transaction were turned into a convertible promissory note. These note totaled approximately \$1,500,000 at closing, carry a simple interest rate of 10% per annum, are due upon demand, and may be convertible into shares of our common stock at \$0.50 per share (after giving effect to the reverse stock split and subject to anti-dilution protection against any future securities we may issue at an effective price of less than \$0.50 per share) at the discretion of the holder. The promissory note is due on demand of the holder. The repayment of this promissory note is secured by a first priority security lien or security interest in our patents, trademarks, tradenames and other intellectual property described in Exhibit A of the promissory note. The convertible promissory notes we issued are in the form attached hereto as Exhibit 10.3.

As noted above, in connection with the closing of the Transaction, both companies had certain closing conditions under the APA that had to be met. At closing, some of the closing conditions under the APA were either waived and/or modified by the parties. In order to document those modifications and waivers, we entered into a Waiver Under Asset Purchase Agreement and Post-Closing Covenant Agreement with IDTEC. The description of the Waiver Under Asset Purchase Agreement and Post-Closing Covenant Agreement set forth in this report is qualified in its entirety by reference to the full text of that document, which is attached hereto as Exhibit 10.4.

One of the closing conditions that was the subject of the Waiver Under Asset Purchase Agreement and Post-Closing Covenant Agreement was the requirement that we have under \$125,000 in permitted liabilities (not including aged liabilities) after closing of the Transaction. At closing we had approximately \$158,000 in non-permitted liabilities under the APA. As a result, we issued a Warrant to Purchase Common Stock to IDTEC (the “Warrant”), under which IDTEC will purchase up to 320,000 shares of our common stock (post-split) at an exercise price of \$0.50 per share, if either (i) we are forced to pay a non-permitted liability, then we may force IDTEC to exercise the Warrant and pay the exercise price to pay the non-permitted liability, but only in an amount sufficient to pay the non-permitted liability (which are listed on Exhibit A of the Warrant), or (ii) if IDTEC otherwise elects to exercise the Warrant and acquire some or all of the shares underlying the Warrant. The Warrant expires five years after the date of issuance. The description of the Warrant set forth in this report is qualified in its entirety by reference to the full text of that document, which is attached hereto as Exhibit 10.5.

SECTION 3 – Securities and Trading Markets

Item 3.02 Unregistered Sales of Equity Securities.

As noted herein, on June 5, 2020, we closed the Transaction with IDTEC. As a result, we issued 12,000,000 shares of our common stock (after giving effect to the 1-for-33.26 reverse stock split described herein). These shares were issued with a standard Rule 144 restrictive legend. The issuance of the shares was exempt from registration pursuant to Section 4(a)(2) of the Securities Act of 1933. The investor was sophisticated, familiar with our operations, and there was no solicitation.

In connection with closing the Transaction, we also issued a convertible promissory note totaling approximately \$1,500,000 to IDTEC. The promissory note is convertible any time by the holder into shares of our common stock at a conversion price of \$0.50 per share, subject to anti-dilution protection against any future securities we may issue at an effective price of less than \$0.50 per share. The issuance of the promissory notes was exempt from registration pursuant to Section 4(a)(2) of the Securities Act of 1933. The investors were sophisticated, familiar with our operations, and there was no solicitation.

As noted herein, on June 5, 2020, we closed the Transaction with IDTEC and entered into the Waiver Under Asset Purchase Agreement and Post-Closing Covenant Agreement with IDTEC. As a result, we issued a Warrant to Purchase Common Stock to IDTEC, under which IDTEC will purchase up to 320,000 shares of our common stock (post-split) at an exercise price of \$0.50 per share (after giving effect to the 1-for-33.26 reverse stock split described herein). The issuance of the Warrant was exempt from registration pursuant to Section 4(a)(2) of the Securities Act of 1933. The investor was sophisticated, familiar with our operations, and there was no solicitation.

SECTION 5 – Corporate Governance and Management

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(a) On June 5, 2020, Charles Bennington submitted his resignation as our President, effective with the closing of the Transaction. Mr. Bennington is continuing on as our Secretary, and as a member of our Board of Directors. Mr. Kevin Moore, our Chief Executive Officer, will now serve as our principal executive officer. According to Mr. Bennington's resignation letter, there are no disagreements with Mr. Bennington required to be disclosed under this Item. We will provide Mr. Bennington with a copy of this disclosure in Item 5.02, and provide Mr. Bennington with the opportunity to furnish us as promptly as possible with a letter addressed to us stating whether he agrees with the statements made by us in response to this Item 5.02 and, if not, stating the respects in which he does not agree. In the event Mr. Bennington supplies us with such a letter we will, if required, file such letter as an exhibit to an amended Form 8-K.

(b) Effective with the closing of the Transaction, we terminated our agreement with Mr. Nick Noceti, our Chief Financial Officer. We are not aware of any disagreements with Mr. Noceti required to be disclosed under this Item. We will provide Mr. Noceti with a copy of this disclosure in Item 5.02, and provide Mr. Noceti with the opportunity to furnish us as promptly as possible with a letter addressed to us stating whether he agrees with the statements made by us in response to this Item 5.02 and, if not, stating the respects in which he does not agree. In the event Mr. Noceti supplies us with such a letter we will, if required, file such letter as an exhibit to an amended Form 8-K.

(c) Effective with the closing of the Transaction, our Board of Directors appointed David Gandini as our interim Chief Financial Officer (principal financial officer). Mr. Gandini will serve in this capacity until his term is complete (or extended) or a termination event occurs under the terms of our arrangement with Mr. Gandini. Mr. Gandini currently serves as our Chief Revenue Officer, a position he will continue to hold in addition to our Chief Financial Officer.

David Gandini has served as our Chief Revenue Officer since October 2019, as our Chief Financial Officer since June 2020, and on our Board of Directors since November 2019. Mr. Gandini has been consulting regarding our business development since December 2018. Since September 2018, Mr. Gandini has also been a managing partner with First Capital Advisory Services, where he is responsible for capital creation, new business acquisition, business strategy and development, and partnership revenue generation. From 2014 to August 2017, Mr. Gandini was President of Alchemy Plastics, Inc., Englewood Colorado where he was responsible for US manufacturing, sales, and strategic partnerships. From 2001 until 2014, when the company was acquired, Mr. Gandini served as the President of IPS Denver, a bank card personalization and packaging entity where he managed the company and market transformations to become a leader in the U.S. secured gift market space with revenues of \$46M. Prior to his engagement at IPS, Mr. Gandini was the Chief Operations Officer at First World Communications, a major U.S. Internet and Data Center provider, and participated in its successful IPO in 2000 raising over \$200M. Previously, Mr. Gandini founded Pace Network Services providing carrier SS7 signaling to U.S. long distance providers and facilitated a successful exit to ICG Communications on the heels of co-founding Detroit based Digital Signal in the fiber optic long haul market sector where he managed a successful exit to SP Telecom.

Mr. Gandini graduated from Michigan State University with a degree in Telecommunications. He was a scholarship NCAA Division Hockey athlete, a member of the US Junior National Team, and a US Junior All American.

In October 2019, when Mr. Gandini was appointed as our Chief Revenue Officer, he was granted an incentive stock option under our 2019 Equity Compensation Plan to acquire 962,117 shares of our Common Stock, at an exercise price of \$0.26, which is equal to 110% of the fair market value of our Common Stock on October 25, 2019, with 721,588 of the stock options to vest in 36 equal monthly installments of 20,045 shares during the three-year term of Mr. Gandini's Employment Agreement, and the additional 240,530 option shares (the "Pre-Vesting Option Shares") vesting as follows: (i) 200,439 Pre-Vesting Option Shares, representing the monthly vesting option shares for the ten months ended October 31, 2019, vested on November 1, 2019; and (ii) the remaining 40,091 Pre-Vesting Option Shares, representing the monthly vesting option shares for the two months ended December 31, 2019, vested on January 1, 2020. In addition, Mr. Gandini has an Independent Contractor Agreement with IDTEC, LLC that entitles him to 1,000,000 shares of our Common Stock upon closing on the IDTEC Asset Purchase Transaction (as described below). These shares are being transferred to him as part of the 12,000,000 shares IDTEC, LLC received under the IDTEC Asset Purchase Transaction and are calculated after giving effect to the reverse stock split covered by this Current Report. All share and share price numbers have been adjusted to reflect the 1-for-33.26 reverse stock split.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Amendments to Articles of Incorporation

Prior to the closing of the Transaction, we filed an amendment to our Certificate of Incorporation, for the purpose of, among other things, (i) changing our name from "TransBiotec, Inc." to "SOBR Safe, Inc.", (ii) effecting a 1-for-33.26 reverse stock split of our common stock, and (iii) decreasing our authorized common stock from 800,000,000 shares to 100,000,000 shares.

Our Board of Directors approved the amendment to our Certificate of Incorporation on March 9, 2020 and stockholders holding 52.24% of our then outstanding voting stock approved the amendment to our Articles of Incorporation on March 9, 2020. The Certificate of Amendment to our Certificate of Incorporation became effective with the State of Delaware on April 24, 2020 and is filed as Exhibit 3.1 to this Current Report on Form 8-K.

As a result of the reverse stock split effected by our Certificate of Amendment to our Certificate of Incorporation, every 33.26 shares of our outstanding common stock prior to the effect of that amendment were combined and reclassified into one share of our common stock, and the number of outstanding shares of our common stock was been reduced from 266,097,657 to approximately 8,000,000, at that time. No fractional shares were issued in connection with the reverse stock split, and any of our stockholders that would have been entitled to receive a fractional share as a result of the reverse stock split will instead receive one additional share of our common stock in lieu of the fractional share. The reverse stock split will not in itself affect any stockholder's ownership percentage of our common stock, except to the extent that any fractional share is rounded up to the nearest whole share. Beginning with the opening of trading on June 8, 2020, our common stock is expected to commence trading on the "OTC Pink Current Information" tier of OTC Markets on a post reverse stock split basis.

In accordance with rules and regulations promulgated by FINRA, the amendments to our Certificate of Incorporation to change our name, decrease the number of authorized shares of our common stock, and effect the 1-for-33.26 reverse stock split are going effective upon receipt of FINRA's approval of those changes at the open of the markets on June 8, 2020. In connection with the change of our name to "SOBR Safe, Inc. ", FINRA has assigned us a new stock symbol, "SOBR", which is expected to take effect on or about 20 business days following the effect of the name change and reverse stock split, or about July 3, 2020. From the effective date of the corporate actions with FINRA until the 20-business day period expires our shares will be quoted under the symbol "IMLED".

SECTION 7- Regulation FD

Item 7.01 Regulation FD Disclosure.

On June 8, 2020, we issued a press release announcing the closing of the Transaction with IDTEC, LLC. A copy of the press release is furnished with this Current Report as Exhibit 99.1.

On or about June 10, 2020, we mailed a letter to our shareholders announcing the closing of the Transaction with IDTEC, LLC. A copy of the letter is furnished with this Current Report as Exhibit 99.2.

The information in this Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1 and 99.2 attached hereto, shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to liability under such section, nor shall it be deemed incorporated by reference in any of our filings under the Securities Act of 1933, as amended, or the Exchange Act, regardless of any general incorporation language in such filing, unless expressly incorporated by specific reference in such filing.

SECTION 9 – Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits

(c) Exhibits

<u>3.1*</u>	<u>Certificate of Amendment to Certificate of Incorporation of TransBiotech, Inc. changing name to SOBR Safe, Inc., effecting 1-for-33.26 reverse stock split and decreasing authorized common stock to 100,000,000 shares.</u>
<u>10.1⁽¹⁾</u>	<u>Asset Purchase Agreement dated May 6, 2019 by and between IDTEC, LLC and TransBiotech, Inc.</u>
<u>10.2⁽²⁾</u>	<u>Amendment No. 1 to Asset Purchase Agreement dated March 23, 2020 by and between IDTEC, LLC and TransBiotech, Inc.</u>
<u>10.3*</u>	<u>Form of Convertible Promissory Note issued at close of the Transaction.</u>
<u>10.4*</u>	<u>Waiver Under Asset Purchase Agreement and Post-Closing Covenant Agreement dated June 5, 2020 by and between IDTEC, LLC and TransBiotech, Inc.</u>
<u>10.5*</u>	<u>Warrant to Purchase Common Stock dated June 5, 2020 issued to IDTEC, LLC</u>
<u>99.1*</u>	<u>Press Release dated June 8, 2020 issued by SOBR Safe, Inc. announcing the closing of the Transaction with IDTEC, LLC.</u>
<u>99.2*</u>	<u>Letter to Shareholders announcing the closing of the Transaction with IDTEC, LLC</u>

* filed herewith

- (1) Incorporated by reference from our Current Report on Form 8-K filed with the Commission on May 14, 2019.
- (2) Incorporated by reference from our Quarterly Report on Form 10-Q for the period ended March 31, 2020, filed with the Commission on May 26, 2020.

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 hereunto duly authorized.

SOBR Safe, Inc.
a Delaware corporation

Dated: June 11, 2020

By: /s/ Kevin Moore
Name: Kevin Moore
Its: Chief Executive Officer

Delaware

The First State

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I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "TRANSBIOTEC, INC.", CHANGING ITS NAME FROM "TRANSBIOTEC, INC." TO "SOBR SAFE, INC.", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF APRIL, A.D. 2020, AT 1:40 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE TWENTY-FOURTH DAY OF APRIL, A.D. 2020.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



4405677 8100
SR# 20202894473

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202787882
Date: 04-17-20

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:40 PM 04/17/2020
FILED 01:40 PM 04/17/2020
SR 20202894473 - File Number 4405677

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
TRANSBIOTEC, INC.

TRANSBIOTEC, INC. (the "Corporation") a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: Pursuant to Unanimous Written Consent of the Board of Directors of the Corporation on March 9, 2020, the following amendments to the Certificate of Incorporation of the Corporation were approved:

Article "One" of the Certificate of Incorporation is amended to read in its entirety as follows:

"The name of the Corporation is **SOBR SAFE, Inc.**"

Article "Fourth" of the Certificate of Incorporation is amended to read in its entirety as follows:

"Section 1. Reverse Stock Split. Upon the effectiveness of this Certificate of Amendment of the Certificate of Incorporation with the Secretary of State of the State of Delaware (the "Effective Time"), each thirty three and twenty-sixth hundred (33.26) shares of Common Stock of the Corporation issued and outstanding immediately prior to the Effective Time ("Old Common Stock") shall automatically be combined and converted, without any action on the part of the holder thereof, into one (1) share of fully paid and nonassessable Common Stock of the Corporation (the "Reverse Stock Split"). No fractional shares of Common Stock shall be issued upon combination of the Common Stock in the Reverse Stock Split. If the Reverse Stock Split would result in the issuance of any fractional share, the Corporation shall issue one whole share in lieu of the fractional share.

The Reverse Stock Split shall occur whether or not the certificates representing such shares of Common Stock are surrendered to the Corporation or its transfer agent. The Reverse Split shall be effected on a record holder-by-record holder basis, such that any fractional shares of Common Stock resulting from the Reverse Stock Split and held by a single record holder shall be aggregated.

The par value of each share of Common Stock shall not be adjusted in connection with the Reverse Stock Split.

Section 2. The total number of shares of capital stock which the Corporation shall have authority to issue is One Hundred Million (100,000,000) shares of common stock having a par value of \$.00001 each, and Twenty Five Million (25,000,000) shares of preferred stock having a par value of \$.00001 each. All or any part of the capital stock may be issued by the Corporation from time to time and for such consideration and on such terms as may be determined and fixed by the Board of Directors, without action of the stockholders, as provided by law, unless the Board of Directors deems it advisable to obtain the advice of the stockholders. Said stock may be issued for money, property, services or other lawful considerations, and when issued shall be issued as fully paid and non-assessable. The private property of stock holders shall not be liable for Corporation debts.

Section 3. The preferences and relative participating optional or other special rights and qualifications, limitations or restrictions of the Common Stock of the Corporation are as follows:

(a) Dividends. Dividends may be paid upon the Common Stock, as and when declared by the Board of Directors, out of funds of the Corporation legally available therefor.

(b) Payment on Liquidation. Upon any liquidation, dissolution and termination of the Corporation, and after payment or setting aside of any amount sufficient to provide for payment in full of all debts and liabilities of, and other claims against the Corporation, the assets shall be distributed pro rata to the holders of the Common Stock.

(c) Voting Rights. At any meeting of the stockholders of the Corporation each holder of Common Stock shall be entitled to one vote for each share outstanding in the name of such holder on the books of the Corporation on the date fixed for determination of voting rights.

(d) Majority Vote. The stockholders, by vote or concurrence of a majority of the outstanding shares of the Corporation entitled to vote on the subject matter, may take any action which would otherwise require a two-thirds (2/3) vote under the General Corporation Law of the State of Delaware.

(e) Cumulative Voting. Cumulative voting shall not be allowed in the election of directors or for any other purpose.

(f) Preemptive Rights. Unless otherwise determined by the Board of Directors, no stockholder of the Corporation shall have preemptive rights to subscribe for any additional shares of stock, or for other securities of any class, or for rights, warrants or options to purchase stock for the scrip, or for securities of any kind convertible into stock or carrying stock purchase warrants or privileges.

(g) Restrictions on Sale or Disposition. All lawful restrictions on the sale or other disposition of shares may be placed upon all or a portion or portions of the certificates evidencing the Corporation's shares.

Section 4. The preferred stock of the Corporation shall be issued in one or more series as may be determined from time to time by the Board of Directors. In establishing a series the Board of Directors shall give to it a distinctive designation so as to distinguish it from the shares of all other series and classes, shall fix the number of shares in such series, and the preferences, rights and restrictions thereof. All shares of any one series shall be alike in every particular. All series shall be alike except that there may be variation as to the following: (1) the rate of distribution, (2) the price at and the terms and conditions on which shares shall be redeemed, (3) the amount payable upon shares for distributions of any kind, (4) sinking fund provisions for the redemption of shares, (5) the terms and conditions on which shares may be converted if the shares of any series are issued with the privilege of conversion, and (6) voting rights except as limited by law."

SECOND: That the foregoing amendment has been consented to and authorized by the holders of a majority of the issued and outstanding stock of the Corporation entitled to vote by written consent in lieu of meeting in accordance with Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: This Certificate of Amendment shall be effective as of 9 a.m. Eastern Standard Time on April 24, 2020.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed this 10th day of April, 2020.

By: /s/ Charles Bennington
Charles Bennington,
President

THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

SOBR SAFE, INC.
CONVERTIBLE PROMISSORY NOTE

\$1,485,189.23

June 5, 2020
Santa Ana, California

1. Principal and Interest.

1.1 SOBR Safe, Inc., a Delaware corporation (the "Company" or "Borrower"), for value received, hereby promises to pay to the order of IDTEC, LLC, a Colorado limited liability company (the "Lender") the sum of One Million Four Hundred Eighty Five Thousand One Hundred Eighty Nine dollars and Twenty Three Cents (\$1,485,189.23) at the time and in the manner hereinafter provided.

1.2 This Promissory Note (the "Note") shall bear interest at the rate of 10% per annum simple interest from the date of issuance of this Note until paid in full. No payment of principal under this Note shall be due until the earlier of (i) demand for payment from Lender, or (ii) that date upon which the Company shall have closed with Lender upon the proposed injection of assets into the Company by Lender (the earlier of said dates to be referred to herein as the "Demand Date") unless there is an Event of Default as described in Section 2 below, in which case such payment shall be accelerated. Commencing on the Demand Date, all principal and accrued but unpaid interest hereunder shall be payable upon demand. The parties agree that Lender may demand that interest be paid without demanding that principal be paid. Notwithstanding the foregoing, this Note may be prepaid by the Company without penalty at any time. Any prepayment will be credited first against accrued interest then principal.

1.3 Upon payment in full of the principal hereof and accrued interest hereunder, this Note shall be surrendered to the Company for cancellation.

1.4 The principal of and interest on this Note shall be payable at the principal office of the Company and shall be forwarded to the address of the Lender hereof as such Lender shall from time to time designate.

1.5 The principal amount of this Note includes all principal and interest due under those certain promissory notes dated March 1, 2019 in the principal amount of \$29,000, April 29, 2019 in the principal amount of \$30,000, and October 25, 2019 in the principal amount of \$10,000 (together, the "Prior Notes"). Once this Note has been executed and delivered to the Lender all amounts due under the Prior Notes shall be deemed paid in full and the Prior Notes will be of no force or effect.

2. Event of Default. The occurrence of any one or more of the following events (regardless of the reason therefor), shall constitute an “Event of Default” hereunder:

(a) The Company shall fail to make any payment of principal of, or interest on, or any other amount owing in respect of, the Note when due and payable or declared due and payable, and such failure shall have remained unremedied for a period of five (5) business days.

(b) A case or proceeding shall have been commenced against the Company in a court having competent jurisdiction (i) seeking a decree or order in respect of the Company under Title 11 of the United States Code, as now constituted or hereafter amended, or any other applicable federal, state or foreign bankruptcy or other similar law, (ii) appointing a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar official) of the Company or of any substantial part of its properties, or (iii) ordering the winding-up or liquidation of the affairs of the Company, and any such case or proceeding shall remain undismissed or unstayed for sixty (60) consecutive days or such court shall enter a decree or order granting the relief sought in such case or proceeding.

(c) The Company shall (i) file a petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other applicable federal, state or foreign bankruptcy or other similar law, (ii) consent to the institution of proceedings thereunder or to the filing of any such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar official) of the Company or of any substantial part of its properties, or (iii) fail generally to pay its debts as such debts become due.

(d) Final judgment or judgments (after the expiration of all times to appeal therefrom) for the payment of money in excess of \$1,000,000 in the aggregate shall be rendered against the Company and the same shall not (i) be fully covered by insurance or bonded over, or (ii) within thirty (30) days after the entry thereof, have been discharged or execution thereof stayed pending appeal, or have been discharged within five (5) days after the expiration of any such stay.

(e) The Company breaches any material covenant or other material term or condition of this Note in any material respect.

(f) Any material representation or warranty of the Company made herein or in connection herewith shall be false or misleading in any material respect as of the date made.

3. Security. This Note shall be secured by a first priority security lien or security interest in the Company’s Patents, Trademarks, Tradenames and other intellectual property described in Exhibit A, attached hereto and incorporated herein by reference. The Company agrees to execute and deliver any and all documents, instruments, security agreements, pledge agreements, financing statements or other document or filings with the US Patent and Trademark office or any other governmental agency or authority.

4. Attorney's Fees. If the indebtedness represented by this Note or any part thereof is collected in bankruptcy, receivership or other judicial proceedings or if this Note is placed in the hands of attorneys for collection after default, the Company agrees to pay, in addition to the principal and interest payable hereunder, reasonable attorneys' fees and costs incurred by the Lender.

5. No Prepayment. The Company shall not have any right to prepay this Note.

6. Conversion.

6.1 Voluntary Conversion. The Lender shall have the right, exercisable in whole or in part, to convert the outstanding principal and accrued interest hereunder into a number of fully paid and nonassessable whole shares of the Company's \$0.001 par value common stock ("Common Stock") determined in accordance with Section 6.2 below upon written notice to the Company at any time beginning fifteen trading days after the closing of the asset purchase in which Lender will sell and the Company will buy the assets previously owned by Gamma 2 Robotics, Incorporated (the "Transaction").

6.2 Note Conversion Price and Shares Issuable. The Note Conversion Price shall be \$0.50 per share at the time of issuing this Note subject to adjustment as provided below. The number of Company shares to be issued upon conversion of the Note shall be equal to the amount of Principal plus accrued and unpaid interest at the time of conversion divided by \$0.50 per share subject to adjustment as provided below. For example, and for the avoidance of doubt, if the Principal owed was \$100,000 plus accrued interest of \$10,000, then the \$110,000 (Principal and interest) would be convertible into 220,000 Conversion Shares ($\$110,000 / \$0.50 = 220,000$ shares).

6.3 Notice and Conversion Procedures. After receipt of demand for repayment, the Company agrees to give the Lender notice at least five (5) business days prior to the time that the Company repays this Note. If the Lender elects to convert this Note, the Lender shall provide the Company with a written notice of conversion setting forth the amount to be converted. The notice must be delivered to the Company together with this Note. Within twenty (20) business days of receipt of such notice, the Company shall deliver to the Lender certificate(s) for the Common Stock issuable upon such conversion and, if the entire principal amount hereunder was not so converted, a new note representing such balance. The shares of Common Stock issuable upon such conversion shall be deemed issued and outstanding upon receipt of the notice of conversion.

6.4 Anti-Dilution Provisions.

(a) Adjustments of Note Conversion Price. If the Company should at any time, or from time to time, during the term of this Note issue or sell any shares of Common Stock (other than the Conversion Shares which may be purchased upon conversion of the Notes, stock purchased pursuant to options, warrants and/or conversion rights outstanding as of the date of this Note and stock purchased pursuant to rights or options which may be granted to employees of the Company whether or not pursuant to a plan) without consideration or for a consideration per share less than the Note Conversion Price in effect immediately prior to the time of such issue or sale, then forthwith upon such issue or sale, the Note Conversion Price shall be adjusted to a price (computed to the nearest cent) determined by dividing (i) the sum of (x) the number of shares of Common Stock outstanding immediately prior to such issue or sale multiplied by the Note Conversion Price in effect immediately prior to such issue or sale, and (y) the consideration, if any, received by the Company upon such issue or sale, by (ii) the total number of shares of Common Stock outstanding immediately after such issue or sale. For purposes of this subsection 6.4(a), the following provisions (1) to (5) shall also be applicable:

(1) Options. In case at any time hereafter the Company shall in any manner grant any right to subscribe for or to purchase, or any option for the purchase of Common Stock or any stock or other securities convertible into or exchangeable for Common Stock (such convertible or exchangeable stock or securities being hereinafter referred to as "Convertible Securities") other than the Notes and other than rights or options which may be granted to employees of the Company whether or not pursuant to a plan, and the minimum price per share for which Common Stock is issuable, pursuant to such rights or options or upon conversion or exchange of such Convertible Securities (determined by dividing (i) the total amount if any, received or receivable by the Company as consideration for the granting of such rights or options, plus the minimum aggregate amount of additional consideration payable to the Company upon the exercise of such rights or options, plus in the case of such Convertible Securities, the minimum aggregate amount of additional consideration if any, payable upon the conversion or exchange thereof, by (ii) the total maximum number of shares of Common Stock issuable pursuant to such rights or options or upon the conversion or exchange of the total maximum amount of such Convertible Securities issuable upon the exercise of such rights or options) shall be less than the Note Conversion Price in effect immediately prior to the time of the granting of such rights or options, then the total maximum number of shares of Common Stock issuable pursuant to such rights or options or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon the exercise of such rights or options shall (as of the date of granting of such rights or options) be deemed to be outstanding and to have been issued for said price per share as so determined; provided, that no further adjustment of the Note Conversion Price shall be made upon the actual issue of Common Stock deemed to have been issued; and further provided, that, upon the expiration of such rights (including rights to convert or exchange) or options, (a) the number of shares of Common Stock deemed to have been issued and outstanding by reason of the fact that they were issuable pursuant to such rights or options (including rights to convert or exchange) were not exercised, shall no longer be deemed to be issued and outstanding, and (b) the Note Conversion Price shall forthwith be adjusted to the price which would have prevailed had all adjustments been made on the basis of the issue only of the shares of Common Stock actually issued upon the exercise of such rights or options or upon conversion or exchange of such Convertible Securities.

(2) Convertible Securities. In case the Company shall in any manner, subsequent to issuance of this Note, issue or sell any Convertible Securities, and the minimum price per share for which Common Stock is issuable upon conversion or exchange of such Convertible Securities (determined by dividing (i) the total amount received or receivable by the Company as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Company upon the conversion or exchange thereof, by (ii) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities) shall be less than the Note Conversion Price in effect immediately prior to the time of such issue or sale, then the total maximum number of shares of Common Stock issuable upon conversion or exchange of all such Convertible Securities shall (as of the date of the issue or sale of such Convertible Securities) be deemed to be outstanding and to have been issued for said price per share as so determined; provided, that no further adjustment of the Note Conversion Price shall be made upon the actual issue of Common Stock so deemed to have been issued, and, further provided, that if any such issue or sale of such Convertible Securities is made upon exercise of any right to subscribe for or to purchase or any option to purchase any such Convertible Securities for which an adjustment of the Note Conversion Price has been or is to be made pursuant to other provisions of this subsection 6.4(a) no further adjustment of the Note Conversion Price shall be made by reason of such issue or sale; and, further provided, that, upon the termination of the right to convert or to exchange such Convertible Securities for Common Stock, (a) the number of shares of Common Stock deemed to have been issued and outstanding by reason of the fact that they were issuable upon conversion or exchange of any such Convertible Securities, which were not so converted or exchanged, shall no longer be deemed to be issued and outstanding, and (b) the Note Conversion Price shall forthwith be adjusted to the price which would have prevailed had all adjustments been made on the basis of the issue only of the number of shares of Common Stock actually issued upon conversion or exchange of such Convertible Securities.

(3) Determination of Issue Price. In case any shares of Common Stock or Convertible Securities or any rights or options to purchase any such stock or securities shall be issued for cash, the consideration received therefor, after deducting therefrom any commission or other expenses paid or incurred by the Company for any underwriting of, or otherwise in connection with, the issuance thereof, shall be deemed to be the amount received by the Company therefor. In case any shares of Common Stock or Convertible Securities or any rights or options to purchase any such stock or securities shall be issued for a consideration part or all of which shall be other than cash, then, for the purpose of this subsection 6.4 (a), the Board of Directors of the Company shall make a good faith determination of the fair value of such consideration, irrespective of accounting treatment, and such Common Stock, Convertible Securities, rights or options shall be deemed to have been issued for an amount of cash equal to the value so determined by the Board of Directors. The reclassification of securities other than Common Stock into securities including Common Stock shall be deemed to involve the issuance for a consideration other than cash of such Common Stock immediately prior to the close of business on the date fixed for the determination of security Lenders entitled to receive such Common Stock. In case any shares of Common Stock or Convertible Securities or any rights or options to purchase any such stock or other securities shall be issued together with other stock or securities or other assets of the Company for a consideration which includes both, the Board of Directors of the Company shall determine what part of the consideration so received is to be deemed to be consideration for the issue of such shares of such Common Stock, Convertible Securities, rights or options.

(4) Determination of Date of Issue. In case the Company shall take a record of the Lenders of any Common Stock for the purpose of entitling them (i) to receive a dividend or other distribution payable in Common Stock or in Convertible Securities, or (ii) to subscribe for or purchase Common Stock or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(5) Treasury Shares. For the purpose of this subsection 6.4(a), shares of Common Stock at any relevant time owned or held by or for the account of the Company shall not be deemed outstanding.

(b) Adjustment of Number of Shares. Anything in this Section 6.4 to the contrary notwithstanding, in case the Company shall at any time issue Common Stock or Convertible Securities by way of dividend or other distribution on any stock of the Company or subdivide or combine the outstanding shares of Common Stock, the Note Conversion Price shall be proportionately decreased in the case of such issuance (on the day following the date fixed for determining shareholders entitled to receive such dividend or other distribution) or decreased in the case of such subdivision or increased in the case of such combination (on the date that such subdivision or combination shall become effective).

(c) No Adjustment for Small Amounts. Anything in this Section 6.4 to the contrary notwithstanding, the Company shall not be required to give effect to any adjustment in the Note Conversion Price unless and until the net effect of one or more adjustments, determined as above provided, shall have required a change of the Note Conversion Price by at least one cent, but when the cumulative net effect of more than one adjustment so determined shall be to change the actual Note Conversion Price by at least one cent, such change in the Note Conversion Price shall thereupon be given effect.

(d) Number of Shares Adjusted. Upon any adjustment of the Note Conversion Price, the Lender shall thereafter (until another such adjustment) be entitled to purchase, at the new Note Conversion Price, the number of shares, calculated to the nearest full share, obtained by multiplying the number of shares of Common Stock initially issuable upon conversion of this Note by the Note Conversion Price in effect on the date hereof and dividing the product so obtained by the new Note Conversion Price.

(e) Common Stock Defined. Whenever reference is made in this Section 6.4 to the issue or sale of shares of Common Stock, the term "Common Stock" shall mean the Common Stock of the Company, if the Common Stock shall be divided into classes, and if not so divided, then the Common Stock of the Company of the class authorized as of the date hereof, and any other class of stock ranking on a parity with such Common Stock. Shares issuable upon conversion hereof shall include only shares of the class designated as Common Stock of the Company as of the date hereof, or as Common Stock if the Common Stock shall have been divided into classes as of the date hereof.

6.5 No Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of this Note. In lieu of the Company issuing any fractional shares to the Lender upon the conversion of this Note, the Company shall pay to the Lender the amount of outstanding principal and interest hereunder that is not so converted.

6.6 Piggyback Rights.

(a) If at any time or from time to time, the Company shall determine to (i) register any of its securities, for its own account or the account of any of its shareholders, or (ii) conduct an offering under Regulation A of the Act that could include shares for resale by its shareholders, other than a registration relating solely to employee benefit plans, or a registration relating solely to an SEC Rule 145 transaction, the Company will:

i. give to the Lender or any shareholder who has received Conversion Shares (collectively "Holders") written notice thereof as soon as practicable prior to filing the registration statement or the Regulation A documents; and

ii. include in such registration or Regulation A offering and in any underwriting involved therein, all the Conversion Shares specified in a written request or requests, made within fifteen (15) days after receipt of such written notice from the Company, by any Holder of Conversion Shares, except as set forth in subsection (b) below. Any Conversion Shares included in a written request from a Holder under this subsection are referred herein as "Registerable Securities".

(b) If the registration is for a registered public offering or an offering under Regulation A involving an underwriting, the Company shall so advise the Holders as a part of the written notice given pursuant to subsection 6.6 (a)(i). In such event, the right of any Holder to registration or inclusion of their shares in a Regulation A offering pursuant to Section 6.6 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registerable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company and the other holders distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Company. Notwithstanding any other provision of this Section 6.6, if the managing underwriter determines that marketing factors require a limitation of the number of shares to be underwritten, the managing underwriter may limit the number of Registerable Securities to be included in the registration/Regulation A offering and underwriting, or may exclude Registerable Securities entirely from such registration/Regulation A offering. The Company shall so advise all Holders and the other Holders distributing their securities through such underwriting pursuant to piggyback rights similar to this Section 6.6, and the number of shares of shares and other securities that may be included in the registration/Regulation A and underwriting shall be allocated among all Holders and other holders in proportion, as nearly as practicable, to the respective amounts of securities subject to piggyback rights held by such Holders and other securities held by other holders at the time of filing the registration statement/Regulation A offering. If any Holder disapproves of the terms of any such underwriting, he may elect to withdraw therefrom by written notice to the Company and the managing underwriter. If, by the withdrawal of such shares, a greater number of shares held by other Holders may be included in such registration (up to the limit imposed by the underwriters), the Company shall offer to all Holders who have included Registerable Securities in the registration/Regulation A the right to include additional Registerable Securities. Any shares excluded or withdrawn from such underwriting shall be withdrawn from such registration/Regulation A.

(c) The Company shall bear all expenses and fees incurred in connection with the preparation, filing, and amendment of the Registration Statement or Regulation A offering with the Commission, except that the Holder shall pay all fees, disbursements and expenses of any counsel or expert retained by the Holder and all underwriting discounts and commissions, filing fees and any transfer or other taxes relating to the Shares included in the Registration Statement or Regulation A Offering.

7. Representations, Warranties and Covenants of the Company. The Company represents, warrants and covenants with the Lender as follows:

(a) Authorization; Enforceability. All corporate action on the part of the Company, its officers, directors and shareholders necessary for the authorization, execution and delivery of this Note and the performance of all obligations of the Company hereunder has been taken, and this Note constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(b) Governmental Consents. No consent, approval, qualification, order or authorization of, or filing with, any local, state or federal governmental authority is required on the part of the Company in connection with the Company's valid execution, delivery or performance of this Note except any notices required to be filed with the Securities and Exchange Commission under Regulation D of the Securities Act of 1933, as amended (the "1933 Act"), or such filings as may be required under applicable state securities laws, which will be timely filed within the applicable periods therefor.

(c) No Violation. The execution, delivery and performance by the Company of this Note and the consummation of the transactions contemplated hereby will not result in a violation of its Certificate of Incorporation or Bylaws, in any material respect of any provision of any mortgage, agreement, instrument or contract to which it is a party or by which it is bound or, to the best of its knowledge, of any federal or state judgment, order, writ, decree, statute, rule or regulation applicable to the Company or be in material conflict with or constitute, with or without the passage of time or giving of notice, either a material default under any such provision or an event that results in the creation of any material lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, impairment, forfeiture or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations, or any of its assets or properties.

8. Representations and Covenants of the Lender. The Company has entered into this Note in reliance upon the following representations and covenants of the Lender:

(a) Investment Purpose. This Note and the Common Stock issuable upon conversion of the Note are acquired for investment and not with a view to the sale or distribution of any part thereof, and the Lender has no present intention of selling or engaging in any public distribution of the same except pursuant to a registration or exemption.

(b) Private Issue. The Lender understands (i) that this Note and the Common Stock issuable upon conversion of this Note are not registered under the 1933 Act or qualified under applicable state securities laws, and (ii) that the Company is relying on an exemption from registration predicated on the representations set forth in this Section 8.

(c) Financial Risk. The Lender has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment and has the ability to bear the economic risks of its investment.

(d) Risk of No Registration. The Lender understands that if the Company does not continue to file reports under Section 12 of the Securities Exchange Act of 1934 (the "1934 Act"), or file reports pursuant to Section 15(d) of the 1934 Act, or if a registration statement covering the securities under the 1933 Act is not in effect when it desires to sell the Common Stock issuable upon conversion of the Note, it may be required to hold such securities for an indefinite period. The Lender also understands that any sale of the Note or the Common Stock which might be made by it in reliance upon Rule 144 under the 1933 Act may be made only in accordance with the terms and conditions of that Rule.

9. Assignment. Subject to the restrictions on transfer described in Section 12 below, the rights and obligations of the Company and the Lender shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

10. Waiver and Amendment. Any provision of this Note may be amended, waived or modified upon the written consent of the Company and the Lender.

11. No Other Notes. The parties hereto agree that this Note shall supersede any and all Notes previously issued by the Company to the Lender.

12. Transfer of This Note or Securities Issuable on Conversion Hereof With respect to any offer, sale or other disposition of this Note or securities into which this Note may be converted, the Lender will give written notice to the Company prior thereto, describing briefly the manner thereof. Unless the Company reasonably determines that such transfer would violate applicable securities laws and notifies the Lender thereof within five (5) business days after receiving notice of the transfer, the Lender may effect such transfer. Each Note thus transferred and each certificate representing the securities thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the 1933 Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the 1933 Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions.

13. Notices. Any notice, other communication or payment required or permitted hereunder shall be in writing and shall be deemed to have been given upon delivery if personally delivered or three (3) business days after deposit if deposited in the United States mail for mailing by certified mail, postage prepaid, and addressed as follows:

If to Lender: IDTEC, LLC
6400 South Fiddlers Green Circle, Suite 525
Greenwood Village, Colorado 80111
Phone: 303-903-7569

If to Company: SOBR Safe, Inc.
885 Arapahoe Road
Boulder, CO 80302
Attention: Kevin Moore
Phone: (303) 443-4430

Each of the above addressees may change its address for purposes of this Section by giving to the other addressee notice of such new address in conformance with this Section.

14. Governing Law. This Note is being delivered in and shall be construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws provisions thereof.

15. Heading; References. All headings used herein are used for convenience only and shall not be used to construe or interpret this Note. Except as otherwise indicated, all references herein to Sections refer to Sections hereof.

16. Waiver by the Company. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

17. Delays. No delay by the Lender in exercising any power or right hereunder shall operate as a waiver of any power or right.

18. Severability. If one or more provisions of this Note are held to be unenforceable under applicable law, such provision shall be excluded from this Note and the balance of the Note shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms.

19. No Impairment. The Company will not, by any voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Note and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Lenders of this Note against impairment.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, SOBR Safe, Inc. has caused this Note to be executed in its corporate name and this Note to be dated, issued and delivered, all on the date first above written.

SOBR SAFE, INC.

By: _____
Charles Bennington, President

LENDER

IDTEC, LLC

By _____
Gary J Graham, Manager

LIST OF PROPERTY SECURING THE CONVERTIBLE PROMISSORY NOTE

**WAIVER UNDER ASSET PURCHASE AGREEMENT
AND
POST-CLOSING AGREEMENTS**

This WAIVER under the ASSET PURCHASE AGREEMENT AND POST-CLOSING AGREEMENTS is made and entered into effective this 5th day of June 2020 by and between TransBiotech, Inc., a Delaware corporation ((now known as “SOBR Safe, Inc.” and referred to herein as “TransBio” and “Purchaser”) and IDTEC, LLC, a Colorado limited liability company (“IDTEC” and “Seller”), TransBio and IDTEC entered into an Asset Purchase Agreement dated May 6, 2019, that was amended effective as of March 9, 2020 (the “APA”). IDTEC and TransBio are sometimes referred to collectively as the “Parties” and individually as a “Party”. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the APA. This WAIVER under the ASSET PURCHASE AGREEMENT AND POST-CLOSING AGREEMENTS may sometimes be referred to as the “Waiver.”

WHEREAS, pursuant to Section 2.02 of the APA, “[a]ny condition specified in this Section 2.02 may be waived by Buyer, or the time for the performance thereof may be extended by Buyer, if such waiver is set forth in a writing duly executed by Buyer.”

WHEREAS, pursuant to Section 2.02(a)(iii) of the APA Seller is required to deliver “fully executed assignments of all customer contracts, reseller agreements, data access agreements and vendor agreements included in the Purchased Assets.”

WHEREAS, the Seller does not have any customer contracts, reseller agreements, data access agreements or vendor agreements included in the Purchased Assets.

WHEREAS, the Buyer is willing to waive the requirements set forth in Section 2.2(a)(iii) of the APA.

WHEREAS, pursuant to Section 2.03 of the APA, “[a]ny condition specified in this Section 2.03 may be waived by Seller, or the time for the performance thereof may be extended by Seller, if such waiver is set forth in a writing duly executed by Seller.”

WHEREAS, pursuant to Section 2.03(a)(ii) of the APA Buyer is required to deliver a certificate or certificates representing 12 million (12,000,000) restricted shares of the \$0.00001 par value common stock of Buyer at the Closing.

WHEREAS, Buyer will not be delivering the share certificate for 12 million shares at Closing but has agreed to deliver the certificate for 12 million shares to Seller on or before Friday, June 12, 2020.

WHEREAS, the Seller is willing to waive the share certificate delivery requirement at Closing set forth in Section 2.03(a)(ii) of the APA, subject to the Buyer’s agreement to deliver the share certificate for 12 million shares on or before June 12, 2020.

WHEREAS, pursuant to Section 2.03(a)(ii) of the APA, Buyer's common stock issued and outstanding following the closing shall not exceed 20 million shares on a fully-diluted basis, except that those shares issued upon conversion of the promissory notes referenced in Section 2.02(f), and the Permitted Notes referenced in Section 2.02(j) may be issued in excess of 20 million shares on a fully-diluted basis.

WHEREAS, the Parties are in agreement that that the issued and outstanding shares of the Buyer at closing will be approximately 20 million shares on a fully-diluted basis, and (i) the shares issuable upon conversion of the promissory notes referenced in Section 2.02(f) of the APA, (ii) the Permitted Notes referenced in Section 2.02 (j) of the APA, (iii) the shares underlying the stock options listed on Exhibit A, hereto, (iv) the monthly shares owed to Kevin Moore under his employment agreement with the Buyer, (v) the shares underlying the shares of Series A-1 Convertible Preferred Stock held by SOBR Safe, LLC, (vi) the shares underlying the warrant issued to First Capital Ventures, LLC in connection with the Series A-1 Preferred Stock transaction, (vii) the shares underlying the stock option issued to Ronald William and Nolann Williams, and (viii) the shares underlying that certain stock option issued to Seller of even date hereof related to the permitted liabilities referenced herein (together the "Permitted Instruments") may be issued in excess of 20 million shares on a fully-diluted basis.

WHEREAS, the Seller is willing to modify the closing requirement of not more than 20 million shares issued and outstanding on a fully diluted basis to now be approximately 20 million shares on a fully diluted basis, not including the Permitted Instruments.

WHEREAS, the Seller is willing to waive the closing requirement that there are no outstanding options, warrants and convertible securities of Buyer except the stock option to Ronald Williams and Nolann Williams, and permit all the Permitted Instruments to be outstanding at closing.

WHEREAS, pursuant to Section 2.03(h) of the APA Mr. Charles Bennington and Mr. Nick Noceti were to have submitted their resignations as executive officers of the Buyer, effective at closing, and the Buyer was to appoint Mr. Steve Adams and President and CEO, and Mr. Rob Geller as Secretary, Treasurer, and CFO, effective at the closing.

WHEREAS, the Parties are in agreement that, on or before the closing, the Buyer's Board of Directors will have terminated the relationship with Mr. Nick Noceti, Mr. Bennington will have resigned as the Buyer's President but remain in his position as Secretary, Mr. Kevin Moore will be the Buyer's CEO and Mr. David Gandini will be the Buyer's Chief Revenue Officer and CFO.

WHEREAS, the Seller is willing to waive the closing requirement as listed in Section 2.03(h) of the APA to state that on or before the closing, the Buyer's Board of Directors will have terminated the relationship with Mr. Nick Noceti, Mr. Bennington will have resigned as the Buyer's President but remain in his position as Secretary, Mr. Kevin Moore will be the Buyer's CEO and Mr. David Gandini will be the Buyer's Chief Revenue Officer and CFO.

WHEREAS, pursuant to Section 2.03(o) of the APA the Buyer was to enter into employment agreements with Steve Adams to serve as the Buyer's CEO and President, and Mr. Rob Geller to serve as the Buyer's CFO, Secretary and Treasurer, effective at the closing, with each being granted stock options.

WHEREAS, the Parties are in agreement that Mr. Adams and Mr. Geller will not be hired as executive management of the Buyer, either before or after the closing.

WHEREAS, the Seller is willing to waive compliance with Section 2.03(o) provided that Buyer has hired Mr. Kevin Moore as its CEO and Mr. David Gandini as its Chief Revenue Officer and CFO, and both have been issued stock options to acquire Buyer's common stock.

WHEREAS, pursuant to Section 2.03(j) of the APA Buyer shall have no outstanding debt or other liabilities at closing, except for (i) normally occurring business expenses which that have not been paid and that shall not exceed \$25,000 as of the Closing Date; ... (iii) up to a maximum of \$125,000 of promissory note(s) (the "**Permitted Notes**").

WHEREAS, the Buyer has certain liabilities that have not been converted to Permitted Notes and attached hereto as Exhibit B is a schedule of those liabilities.

WHEREAS, the Seller is willing to waive compliance with Section 2.03(j) provided that Buyer issues a Warrant to Seller in the form attached hereto as Exhibit C.

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

1. WAIVER BY BUYER

The Buyer hereby waives any rights it has pursuant to Section 2.02(a)(iii) of the APA to require delivery of fully executed assignments of all customer contracts, reseller agreements, data access agreements and vendor agreements included in the Purchased Assets.

2. WAIVERS BY SELLER

The Seller hereby waives any rights it has pursuant to Section 2.03(a)(ii) of the APA to require delivery of a certificate or certificates representing 12 million (12,000,000) restricted shares of the \$0.00001 par value common stock of Buyer at the Closing; provided that the Buyer delivers a certificate or certificates representing 12 million (12,000,000) restricted shares of the \$0.00001 par value common stock of Buyer to Seller on or before June 12, 2020.

The Seller hereby waives compliance with Section 2.03(a)(ii) of the APA; provided that approximately 20 million shares of Buyer's common stock is outstanding after the reverse stock split being effected by the Buyer and the issuance of 12 million shares to Seller, on a fully-diluted basis, except the Permitted Instruments will not be counted in such calculation.

The Seller hereby waives compliance with Section 2.03(c) of the APA; provided that the only convertible instruments that Buyer has outstanding at closing are the Permitted Instruments.

The Seller hereby waives compliance with Section 2.03(h) of the APA; provided that the Buyer's Board of Directors will have terminated the relationship with Mr. Nick Noceti, Mr. Bennington will have resigned as the Buyer's President but remain in his position as Secretary, Mr. Kevin Moore will be the Buyer's CEO and Mr. David Gandini will be the Buyer's Chief Revenue Officer and CFO.

The Seller hereby waives compliance with Section 2.03(o) provided that Buyer has hired Mr. Kevin Moore as its CEO and Mr. David Gandini as its Chief Revenue Officer and CFO, and both have been issued stock options to acquire Buyer's common stock.

The Seller hereby waives compliance with Section 2.03(j) of the APA; provided that Buyer issues a Warrant to Seller in the form attached hereto as Exhibit C.

3. POST-CLOSING AGREEMENTS

Buyer hereby covenants and agrees that post-Closing it shall deliver on or before June 12, 2020, 12 million (12,000,000) restricted shares of the \$0.00001 par value common stock of Buyer to Seller.

Buyer hereby covenants and agrees that on or before 12:00 noon (MDT) on June 8, 2020, Buyer will deliver a Warrant that has been approved by the Buyer's Board of Directors and which reserves up to 320,000 shares of Buyer's common stock (post-split) for issuance in accordance with the terms of the Warrant attached hereto as Exhibit C.

4. MISCELLANEOUS

(a). Except as expressly provided herein, nothing in this Waiver shall be construed as a waiver, amendment or modification of any other term or condition of the Parties under the APA.

(b). Except as expressly set forth in herein, the APA shall continue in full force and effect in accordance with its terms and is hereby ratified by the Parties.

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

**SOBR SAFE, INC. (formerly known as
TransBiotech, Inc.)**

By: _____
Charles Bennington, Chief Executive Officer

FIRST CAPITAL HOLDINGS, LLC

By: _____
Gary Graham, Manager

IDTEC, LLC

By First Capital Ventures, LLC, Manager

By: _____
Gary J. Graham, Manager First Capital
Ventures, LLC

Exhibit A

List of Stock Options

Exhibit B

Non-Converted Liabilities

Exhibit C

Warrant to Purchase Common Stock

THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

Void after 5:00 P.M., Denver Time, on June 4, 2025

Warrant to Purchase
320,000 Shares
of Common Stock

WARRANT TO PURCHASE COMMON STOCK

TRANSBIOTEC, INC.

This is to certify that, FOR VALUE RECEIVED,

IDTEC, LLC

(including any affiliates and successors) ("Holder") is entitled, subject to the terms of this Warrant, to purchase from TransBiotec, Inc., a corporation organized under the Delaware General Corporation Law ("TransBio" and "Company"), at any time, but not after 5:00 p.m., Denver, Colorado time, on June 4, 2025, (the "Expiration Date"), an amount of fully paid and nonassessable shares equal to Three Hundred Twenty Thousand (320,000) shares of the Company's common stock, having a par value equal to \$0.00001 per share ("Common Stock") at a purchase price per share of U.S. \$0.50. The number of shares issuable hereunder is after giving effect to the 1-for-33.26 reverse stock split effective with FINRA on or about June 8, 2020. The Company, in its sole discretion, may extend the expiration date of the Warrant beyond June 4, 2025, and the shares of Common Stock deliverable upon such exercise, as adjusted from time to time, are hereinafter sometimes referred to as "Warrant Shares" and the exercise price of a share of Common Stock in effect at any time and as adjusted from time to time is hereinafter sometimes referred to as the "Purchase Price".

(1) **Optional Exercise of Warrant.** In case the Holder desires to exercise all or any part of the purchase right evidenced by this Warrant, the Holder shall surrender this Warrant with the Form of Exercise at the end hereof duly executed by the Holder, to the Company at the principal office of the Company, accompanied by payment of the Purchase Price. This Warrant may be exercised in whole or in part. In case of the exercise in part only, the Company will deliver to the Holder a new Warrant of like tenor in the name of the Holder evidencing the right to purchase the number of Warrant Shares as to which this Warrant has not been exercised.

(2) **Mandatory Exercise of Warrant.** If the Company is required to pay any of the liabilities set forth on Exhibit A attached hereto, then the Company may give written notice to the Holder of the dollar amount that the Company is required to pay of such liability or liabilities, and Holder shall within sixty (60) days of notice exercise and purchase that number of shares required to satisfy the dollar amount of the liability or liabilities. Notwithstanding the immediately preceding sentence, the Holder shall not be obligated to exercise more than is necessary to satisfy the dollar amount of the liability or liabilities, and if the Holder has previously voluntarily exercised an amount equal to or greater than the total amount of the liability or liabilities for which Holder has been given notice, then Holder shall not be required to exercise and purchase shares under this Section 2. In the event of a written notice from the Company under this Section, the Holder shall surrender this Warrant with the Form of Exercise at the end hereof duly executed by the Holder, to the Company at the principal office of the Company, accompanied by payment of the Purchase Price required to satisfy the dollar amount of the liability or liabilities. This Warrant may be exercised in whole or in part. In case of the exercise in part only, the Company will deliver to the Holder a new Warrant of like tenor in the name of the Holder evidencing the right to purchase the number of Warrant Shares as to which this Warrant has not been exercised.

(3) **Delivery of Stock Certificates, etc.** As soon as practicable after any exercise of this Warrant and payment of the sum payable upon such exercise, and in any event within 10 days thereafter, the Company, at its expense (including the payment by it of any applicable taxes), will cause to be issued in the name of and delivered to the Holder, or in the name of such other person as such Holder may direct, a certificate or certificates for the number of fully paid and nonassessable Warrant Shares (or other securities or property to which such Holder shall be entitled upon such exercise), plus, in lieu of any fractional Warrant Shares to which such Holder would otherwise be entitled, cash equal to such fraction multiplied by the then current fair market value ("Market Value") of one full Warrant Share. The Market Value shall be the Closing price (as hereinafter defined) for one full share of Common Stock on the business day preceding the day of exercise. As used herein, the term "Closing Price" shall mean the last sale price regular way or, in case no sale takes place on such day, the average of the closing bid and asked prices regular way, in either case on the principal national securities exchange on which the Common Stock of the Company is listed or admitted to trading, or if not listed or admitted to trading on any national securities exchange, the average of the closing bid and asked prices on such day as reported on the National Association of Securities Dealers Automated Quotations System ("NASDAQ"), or if not reported on NASDAQ, the average of the closing bid and asked prices as furnished by OTC Markets, or a similar reporting organization, or, if not so reported, the last sale price to any holder of shares if within the last six months, else the amount agreed upon by the Company and the Holder of the Warrant. All calculations with respect to the Closing Price shall be made to the nearest cent. Issuance and delivery of the Warrant Shares deliverable on the due exercise of this Warrant may be postponed by the Company and its transfer agent during any period, not exceeding thirty days, for which the transfer books of the Company for the Common Stock are closed between (1) the record date set by the Board of Directors for the determination of shareholders entitled to vote at or to receive notice of any shareholders meeting, or entitled to receive payment of any dividends or to any allotment of rights or to exercise rights in respect of any change, conversion or exchange of capital stock, and (2) the date of such meeting of Shareholders, the date for the payment of such dividends, the date for such allotment of rights or the date when any such change or conversion or exchange of capital stock shall go into effect, as the case may be.

(4) **Exchange and Transfer of Warrant.** Upon surrender for exchange of this Warrant (in negotiable form, if not surrendered by the Holder named on the face hereof) to the Company, the Company, at its expense, will issue and deliver new Warrants of like tenor, calling in the aggregate for the same number of Warrant Shares, in the denomination or denominations requested to or on the order of such Holder and in the name of such Holder as such Holder may direct. Until this Warrant is transferred on the books of the Company, the Company may treat the registered Holder of this Warrant as absolute owner for all purposes without being affected by any notice to the contrary. Subject to compliance with applicable securities laws, this Warrant may be sold, transferred, assigned or hypothecated. Any such assignment shall be made by surrender of this Warrant to the Company or at the office of its stock transfer agent, if any, with the Assignment Form annexed hereto duly executed and funds sufficient to pay any transfer tax; whereupon the Company shall, without charge, execute and deliver a new warrant in the name of the assignee named in such instrument of assignment and this Warrant shall promptly be cancelled.

(5) **Antidilution Provisions.**

(A) **Dividends, Reclassifications, etc.** In case, prior to the expiration of this Warrant by exercise or by its terms, the Company shall at any time issue Common Stock as a stock dividend or other distribution or subdivide the number of outstanding shares of Common Stock into a greater number of shares, then, in either of such cases, the Purchase Price per share of the Warrant Shares purchasable pursuant to this Warrant in effect at the time of such action shall be proportionately reduced and the number of Warrant Shares at that time purchasable pursuant to this Warrant shall be proportionately increased and conversely, in the event the Company shall contract the number of outstanding shares of Common Stock by combining such shares into a smaller number of shares (other than the reverse stock split required by that certain Asset Purchase Agreement dated May 6, 2019, as amended), then, in such case, the Purchase Price per share of the Warrant Shares purchasable pursuant to this Warrant in effect at the time of such action shall be proportionately increased and the number of Warrant Shares at that time purchasable pursuant to this Warrant shall be proportionately increased. If the Company shall, at any time during the life of this Warrant, declare a dividend payable in cash on its Common Stock and shall at substantially the same time offer to the holder of its Common Stock a right to purchase new Common Stock from the proceeds of such dividend or for an amount substantially equal to the dividend, all shares of Common Stock so issued shall, for the purpose of this Warrant, be deemed to have been issued as a stock dividend. Any dividend paid or distributed upon the Common Stock in shares of any other class of securities convertible into Common Stock shall be treated as a dividend paid in Common Stock to the extent that Common Stock is issuable upon the conversion thereof.

(B) **Common Stock Defined.** Whenever reference is made in this Section (5) to the issue or sale of shares of Common Stock, the term “Common Stock” shall mean the Common Stock of the Company of the class authorized as of the date hereof and any other class of stock ranking on a parity with such Common Stock. However, subject to the provisions of Section (6) hereof, shares issuable upon exercise of this Warrant shall include only shares of the class designated as Common Stock of the Company as of the date hereof.

(6) **Reclassification, Reorganization, Merger, etc.** In case, prior to the expiration of this Warrant by exercise or by its terms, of any capital reorganization, recapitalization, reclassification or other change of the outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the Company with or into any other corporation, or in case of any sale or conveyance to any other corporation of all or substantially all of the properties and assets of the Company, then, and in each such case, the Company shall cause effective provision to be made so that the Holder of this Warrant shall have the right to receive, upon the exercise of this Warrant as provided in Section 1 and Section 2 hereof, upon the consummation of such reorganization, recapitalization, reclassification, consolidation, merger, sale or conveyance, the kind and amount of shares of stock or other securities or property receivable upon such reorganization, recapitalization, reclassification, consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock issuable upon exercise of the Warrant immediately prior to such reorganization, recapitalization, reclassification, consolidation, merger or sale. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. A copy of such provision shall be furnished to the Holder(s) of Warrants within ten days after execution of the appropriate agreement pertaining to same and, in any event, prior to any consolidation, merger, sale or conveyance subject to the provisions of this Section (6). The foregoing provisions of this Section (6) shall similarly apply to successive reclassification, capital reorganizations and changes of shares of Common Stock and to successive consolidations, mergers, sales or conveyances. In the event that in any such capital reorganization or reclassification, consolidation, merger, sale or conveyance, additional shares of Common Stock shall be issued in exchange, conversion, substitution or payment, in whole or in part, for or of a security of the Company other than Common Stock, any such issue shall be treated as an issue of Common Stock covered by the provisions of subsection (5)(A) hereafter with the amount of the consideration received upon the issue thereof being determined by the Board of Directors of the Company, such determination to be final and binding on the Holder.

(7) **Determination of Adjusted Purchase Price.** Upon the occurrence of each event requiring an adjustment of the Purchase Price and of the number of Warrant Shares purchasable pursuant to this Warrant in accordance with, and as required by, the terms of this Warrant, the Company shall forthwith employ a firm of certified public accountants (who may be the regular accountants for the Company) who shall compute the adjusted Purchase Price and the provision hereof. The Company shall mail forthwith to the Holder of this Warrant a copy of such computation which shall be conclusive and shall be binding upon such Holder unless contested by such Holder by written notice to the Company within ten (10) days after receipt thereof by such Holder.

(8) **Notice to Warrant Holders.** In case, prior to the expiration of this Warrant by exercise or by its terms:

(A) The Company shall take a record of the holders of its Common Stock for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right; or

(B) The Company shall take a record of the holders of its Common Stock for the purpose any capital reorganization of the Company, any reclassification or recapitalization of the capital stock of the Company or any transfer of all or substantially all the assets of the Company to or consolidation or merger of the Company with or into any other person; or

(C) The Company shall take a record of the holders of its Common Stock for the purpose of a voluntary or involuntary dissolution, liquidation or winding up of the Company;

(D) The Company shall take a record for any proposed issue or grant by the Company of any shares of stock of any class or any other securities, or any right or option to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities (other than the issue of Shares on the exercise of the Warrants) then and in each such event the Company will mail or cause to be mailed to each Holder a notice specifying (i) the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and stating the amount and character of such dividend, distribution or right, (ii) the date on which any such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding up is to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or Other Securities) shall be entitled to exchange their shares of Common Stock (or Other Securities) for securities or other property deliverable on such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding up, and (iii) the amount and character of any stock or other securities, or rights or options with respect thereto, proposed to be issued or granted, the date of such proposed issue or grant and the persons or class of persons to whom such proposed issue or grant is to be offered or made. Such notice shall be mailed at least 30 days prior to the date specified in such notice on which any such action is to be taken.

(9) **Liquidation and Dissolution.** In case the Company, at any time while this Warrant shall remain unexpired or unexercised, shall sell all or substantially all its property or dissolve, liquidate or wind up its affairs, the Holder of this Warrant may thereafter receive upon exercise hereof in lieu of each share of Common Stock of the Company which such Holder would have been entitled to receive, the same kind and amount of any securities or assets as may be issuable, distributable or payable upon any such sale, dissolution, liquidation or winding up with respect to each share of Common Stock of the Company.

(10) **Information about the Company.** The Company will provide to the Holder a copy of its Annual Reports, if any, and copies of any other documents filed by the Company with the United States Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, subsequent to the date of this Warrant.

(11) **Reservation of Shares.** The Company will reserve and have at all times available sufficient Shares deliverable against the due exercise of this Warrant to satisfy the rights and privileges contained herein.

(12) **Expiration.** This Warrant shall be void after 5:00 p.m., Denver, Colorado time, on June 4, 2025, and no rights herein given to the Holder of this Warrant shall exist thereafter.

(13) **Warrant Holder Not Deemed a Shareholder.** No Holder, as such, of this Warrant shall be entitled to vote or receive dividends or be deemed the holder of shares of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the Holder hereof, as such, any of the rights of a shareholder of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of stock, reclassification of stock, consolidation, merger, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise, prior to the issuance of record to the Holder of this Warrant of the Shares which he is then entitled to receive upon the due exercise of this Warrant.

(14) **No Limitation on Corporation Action.** No provisions of this Warrant and no right or option granted or conferred hereunder shall in any way limit, affect or abridge the exercise by the Company of any of its corporate rights or powers to recapitalize, amend its Certificate of Incorporation or Bylaws, reorganize, consolidate or merge with or into another corporation or transfer all or any part of its property or assets, or the exercise of any other of its corporate rights and powers.

(15) **Transfer to Comply with the Securities Act of 1933**

(A) This Warrant or the Warrant Stock or any other security issued or issuable upon exercise of this Warrant may not be offered or sold except in conformity with the Securities Act of 1933, as amended, and then only against receipt of an agreement of such person to whom such offer of sale is made to comply with the provisions of this Section (15) with respect to any resale or other disposition of such securities.

(B) The Company may cause the following legend to be set forth on each Warrant and certificate representing Warrant Stock unless counsel for the Company is of the opinion as to any such certificate that such legend is unnecessary:

THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

(16) Notices. All communications hereunder shall be in writing and shall be deemed duly given when delivered personally or three days after being mailed by first class mail, postage prepaid, properly addressed, if to the Company, at 885 Arapahoe Road Boulder, CO 80302, or if to the Holder hereof, at IDTEC, LLC, 6400 Fiddlers Green Circle, Suite 525, Greenwood Village, Colorado 80111. The Company or the Holder hereof may change such address at any time or times by notice hereunder to the other.

(17) Applicable Law. This Agreement shall be governed by the laws of Delaware notwithstanding the fact that one or more of the shareholders is resident in a different locale, or that the Company's primary operations are in a different state or locale. The invalidity, illegality or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid, illegal or unenforceable provision had been omitted. If any provision of this Agreement conflicts with the Company's Certificate of Incorporation or Bylaws, this Agreement shall prevail.

Dated: Effective as of June 5, 2020

TransBiotec, Inc.

By: _____
Charles Bennington, President

Attest:

PURCHASE FORM

Dated _____, 202__

The undersigned hereby irrevocably elects to exercise the within Warrant to the extent of purchasing _____ shares of Common Stock and hereby makes payment of \$_____ in payment of the actual exercise price thereof

INSTRUCTIONS FOR REGISTRATION OF STOCK

Name _____
(please type or print in block letters)

Address _____

Signature _____

Tax I.D. No. _____

INSTRUCTIONS FOR REGISTRATION OF STOCK

Name _____
(please type or print in block letters)

Address _____

Signature _____

Tax I.D. No. _____

ASSIGNMENT FORM

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto

Name _____
(please type or print in block letters)

Address _____

the right to purchase Common Stock represented by this Warrant to the extent of _____ shares as to which such right is exercisable and does hereby irrevocably constitute and appoint _____, attorney, to transfer the same on the books of the Company with full power of substitution in the premises.

Dated _____, 202__

Signature

Exhibit A
Schedule of Liabilities

**SOBR Safe Completes Asset Acquisition, Launches New Brand Name and Website
Formerly TransBiotec, Inc., Transaction Effectively Launches New Public Company**

Boulder, CO, June 8, 2020 – SOBR® Safe, Inc. (IMLED) (“SOBR Safe” or the “Company”), developers of SOBR®Check, a patented non-invasive alcohol detection system, announced today that it has closed on the acquisition of certain technology assets from IDTEC LLC, a Colorado limited liability company (“IDTEC”), and its parent company First Capital Ventures, LLC (“First Capital”). Contemporaneous with the closing of the transaction (the “Transaction”), the Company changed its name from TransBiotec, Inc. to SOBR Safe, Inc. (www.SOBRSafe.com) and began trading under the temporary ticker symbol “IMLED”. The Company has been assigned a new ticker symbol (SOBR) and its common stock will trade under the new ticker symbol in approximately 20 trading days.

In advance of closing the Transaction, IDTEC, its parent company First Capital, and other affiliated entities invested a total of \$2,500,000 in the development and testing of the preventative, touch-based alcohol detection technology, SOBR®Check. SOBR®Check is entering its pilot testing phase, and management expects to have a commercially viable product in First Quarter 2021.

Learn more about SOBR Safe and SOBR®Check at www.SOBRSafe.com.

“This is truly a watershed moment for everyone with an interest in TransBiotec, IDTEC and SOBR Safe, and even more for the global audience seeking to keep our roadways and workplaces safe and alcohol-free,” stated Gary Graham, First Capital Executive Managing Partner and SOBR Safe Board member. “We believe in this stellar management team’s mission to increase productivity and save lives. As a public company, SOBR Safe has the forum and foundation to gain maximum awareness for both SOBR®Check and other safety-critical detection technologies to come.”

SOBR Safe Chairman and Chief Revenue Officer Dave Gandini stated “I have spent more than 30 years in executive and new venture leadership, and I believe that we have put together a first rate management and business development team that has the skill set to succeed with the SOBR Check products. We are working with global employers to gather invaluable performance data, and we believe that as an organization we are well-positioned to make a material and lasting impact on the safety of our communities – in America and beyond.”

In connection with the closing of the Transaction, the Company effected a 1-for-33.26 reverse stock split of its common stock.

About SOBR® Safe, Inc. (www.sobrsafe.com)

SOBR® Safe, Inc. has developed and patented a non-invasive alcohol sensing system- SOBR®Check. SOBR®Check is a potentially disruptive solution in alcohol consumption detection - a touch-based technology with anticipated applications in school buses, commercial trucking fleets, facility access control and more. Across industries, the headlines are consistent: alcohol is a clear and present danger - impaired operation destroys lives, families and companies alike. SOBR Safe’s mission is to eliminate the destructive impact of alcohol on our roadways and workplaces...with just the touch of a finger.

Investor Relations:

investor.relations@sobrsafe.com

Forward Looking Statement

SOBR Safe, Inc.’s statements in this press release that are not historical fact and that relate to future plans or events are forward-looking statements. Forward-looking statements can be identified by use of words such as “believe,” “expect,” “plan,” “anticipate,” and similar expressions. These forward-looking statements include risks associated with changes in business conditions and similar events. The risks and uncertainties involved include those detailed from time to time in SOBR Safe, Inc.’s filings with the Securities and Exchange Commission, including SOBR Safe, Inc.’s most recent Annual Report on Form 10-K.



June 8, 2020

[Shareholder Name]
[Address]
[Address2]
[City, State Zip]

Dear [Shareholder Name],

We are very pleased to announce that TransBiotec has closed on the acquisition of certain technology assets from IDTEC LLC, a Colorado limited liability company ("IDTEC"), and its parent company First Capital Ventures, LLC ("First Capital"). Contemporaneous with the closing of the transaction (the "Transaction"), TransBiotec, Inc. changed its name to SOBR Safe, Inc. (www.SOBRSafe.com) and began trading under the temporary ticker symbol "IMLED". SOBR Safe has been assigned a new ticker symbol (SOBR) and its common stock will trade under the new ticker symbol in approximately 20 trading days.

In advance of closing the Transaction, IDTEC, its parent company First Capital, and other affiliated entities invested a total of \$2,500,000 in the development and testing of our preventative, touch-based alcohol detection technology, SOBR@Check. SOBR@Check is entering its pilot testing phase, and management expects to have a commercially viable product in First Quarter 2021. Learn more about SOBR Safe and SOBR@Check at www.SOBRSafe.com.

In connection with the closing of the Transaction, the Company effected a 1-for-33.26 reverse stock split of its common stock.

As excerpted from the corresponding news release issued June 8, 2020:

"This is truly a watershed moment for everyone with an interest in TransBiotec, IDTEC and SOBR Safe, and even more for the global audience seeking to keep our roadways and workplaces safe and alcohol-free," stated Gary Graham, First Capital Executive Managing Partner and SOBR Safe Board member. "We believe in this stellar management team's mission to increase productivity and save lives. As a public company, SOBR Safe has the forum and foundation to gain maximum awareness for both SOBR@Check and other safety-critical detection technologies to come."

SOBR Safe Chairman and Chief Revenue Officer Dave Gandini stated "I have spent more than 30 years in executive and new venture leadership, and I believe that we have put together a first rate management and business development team that has the skill set to succeed with the SOBR Check products. We are working with global employers to gather invaluable performance data, and we believe that as an organization we are well-positioned to make a material and lasting impact on the safety of our communities – in America and beyond."

info@sobrsafe.com

885 Arapahoe Ave.
Boulder, CO 80302
1.844.SOBRSafe (762.7723)

www.sobrsafe.com

We want to take this opportunity to thank you for your continued support of TransBiotech, and now SOBR Safe, and we are committed to providing you and the capital markets frequent and material updates on the status of the business. Please also note that we now have a dedicated support resource at investor.relations@sobrsafe.com, so please do not hesitate send us any questions that this or future communications might inspire.

Sincerely,

Dave Gandini
SOBR Safe, Inc.
Chairman & Chief Revenue Officer

Forward Looking Statement

SOBR Safe, Inc.'s statements in this shareholder letter that are not historical fact and that relate to future plans or events are forward-looking statements. Forward-looking statements can be identified by use of words such as "believe," "expect," "plan," "anticipate," and similar expressions. These forward-looking statements include risks associated with changes in business conditions and similar events. The risks and uncertainties involved include those detailed from time to time in SOBR Safe, Inc.'s filings with the Securities and Exchange Commission, including SOBR Safe, Inc.'s most recent Annual Report on Form 10-K.

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