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Attorney for Timothy and Stacey Wales

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BEFORE THE ARIZONA CORPORATION COMMISSION

In the Matter of:  
Visionary Business Works, Inc., d/b/a Fleetronix,  
Robert Brian Brauer and Melissa Brauer,  
Timothy John Wales and Stacey Wales,  
Respondents.

NO. S-20976A-16-0210

WALES WITNESS AND EXHIBIT LIST

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Come now Respondents Timothy John Wales and Stacey Wales (hereafter "Wales") and lodges their witness and exhibit list with the Commission.

WITNESSES RESPONDENTS WALES MAY CALL AT HEARING

1. Tomothy Wales
2. Stacey Wales
3. Javier Cano. Shareholder of Visionary Business Works, Inc. ("VBW").
4. Jorge De Las Casas. Shareholder of VBW.
5. Troy Wallin. Securities counsel for VBW.
6. John Warren. Purchased loan to VBW and foreclosed on assets.
7. Tammy Wight. Shareholder of VBW.
8. James W. Wight. Husband of Tammy, involved in business of VBW.
9. Rob Brauer. Former CFO of VBW.

LIST OF EXHIBITS

1. Master lease between Agility Lease Fund and VBW.
2. Personal Guaranty of Tim and Stacey Wales on Agility Lease to VBW
3. Corporate Guranty of Visionary Mobile Installers, LLC of Agility Lease to VBW
4. Security Agreement executed by VBW on Agility Lease
5. Stacey Wales VBW stock pledge agreement

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6. VBW Board unanimous consent to enter into Agility Lease
7. Certificate of board resolution for Agility Funding
8. VBW unanimous consent of shareholders to stock subscription agreements and amended by laws.
9. VBW board of directors minutes of February 7, 2014 meeting.
10. Omnivations, LLC operating agreement.
11. VBW-Executed APA with Addendum, Escrow Agreement and Consent Resolution
12. VBW Board unanimous consent to asset sale to Omnivations, LLC.
13. Assignment by Agility to Ominivations II, LLC.
14. Email String regarding lease assignment between Agility agents and Omnivations counsel.
15. Stacey Wales notice to VBW shareholders of Omnivations II notice of default on lease payments.
16. Notice of public auction of VBW assets
17. Email to VBW shareholders Certified Letter Followup
18. Email from Tammy Wight to Stacey Wales November 6, 2014.
19. Omnivations lawsuit against Stacey Wales complaint and TRO.

DATED this 16<sup>th</sup> day of December 2016.

  
Norman C. Keyt  
Attorney for Timothy and Stacey Wales

Original filed with Arizona Corporation Commission  
December 16, 2016 with copy to:

Matthew J. Neubert  
Director of Securities  
Arizona Corporation Commission  
1200 W. Washington  
Phoenix, AZ 85007

EXHIBIT 1

# AGILITY LEASE FUND-III, LLC

## MASTER LEASE AGREEMENT #33-116

THIS MASTER LEASE AGREEMENT (this "Lease") is made as of September 27<sup>th</sup>, 2011 between Agility Lease Fund-III, LLC ("Lessor") and Visionary Business Works, Inc., dba Fleetronix ("Lessee"), a corporation under the laws of Arizona.

Lessee desires to lease from Lessor the equipment and other property (the "Equipment") described in each Equipment Schedule executed pursuant to this Lease (each, a "Schedule") incorporating by reference the terms and conditions of this Lease (the term "Lease" shall also include any riders ("Riders") to this Lease entered into with respect to such Schedule). Certain definitions and construction of certain of the terms used in this Lease are provided in Section 19 hereof.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Lease agree as follows:

**1. AGREEMENT TO LEASE; TERM.** This Lease is effective as of the date specified above. By entering into a Schedule, Lessor leases the Equipment described therein to Lessee, and Lessee leases such Equipment from Lessor, in each case, subject to the terms and conditions in this Lease and such Schedule and all of the other documents and agreements executed in connection herewith (collectively, the "Lease Documents"). Each Schedule, incorporating the terms and conditions of this Lease, will constitute a separate instrument of lease. The term of lease with respect to each item of Equipment leased under a Schedule shall commence on the date of execution of such Schedule and continue for the term provided in that Schedule.

**2. RENT.** Lessee shall pay Lessor (a) the rental installments ("Basic Rent") as and when specified in each Schedule, without demand, and (b) all of the other amounts payable in accordance with this Lease, such Schedule and/or any of the other Lease Documents ("Other Payments", and together with the Basic Rent, collectively, the "Rent"). Upon Lessee's execution thereof, the related Schedule shall constitute a non-cancelable net lease, and Lessee's obligation to pay Rent, and otherwise to perform its obligations under or with respect to such Schedule and all of the other Lease Documents, are and shall be absolute and unconditional and shall not be affected by any circumstances whatsoever, including any right of setoff, counterclaim, recoupment, deduction, defense or other right which Lessee may have against Lessor, the manufacturer or vendor of the Equipment (the "Suppliers"), or anyone else, for any reason whatsoever (each, an "Abatement"). Lessee agrees that all Rent shall be paid in accordance with Lessor's or Assignee's written direction. Time is of the essence. If Lessee fails to pay any rent or any other sum to be paid by Lessee to Lessor hereunder within five (5) days after the due date thereof, Lessee will pay Lessor (a) a late charge of ten percent (10%) of the amount, (b) Lessor's collection costs paid third parties relevant to the collection thereof and (c) Lessor's standard returned check charge, if relevant.

**3. REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF LESSEE.** Lessee represents, warrants and agrees that, as of the effective date of this Lease and of each Schedule: (a) Lessee has the form of business organization indicated, and is and will remain duly organized and existing in good standing under the laws of the state specified under Lessee's signature and is duly qualified to do business wherever necessary to perform its obligations under the Lease Documents, including each jurisdiction in which the Equipment is or will be located. Lessee's legal name is as shown in the preamble of this Lease; and Lessee's Federal Employer Identification Number and organizational number are as set forth under Lessee's signature. Within the previous six (6) years, Lessee has not changed its name, done business under any other name, or merged or been the surviving entity of any merger, except as disclosed to Lessor in writing. (b) The Lease Documents (1) have been duly authorized by all necessary action consistent with Lessee's form of organization, (2) do not require the approval of, or giving notice to, any governmental authority, (3) do not contravene or constitute a default under any applicable law, Lessee's organizational documents, or any agreement, indenture, or other instrument to which Lessee is a party or by which it may be bound, and (4) constitute legal, valid and binding obligations of Lessee enforceable against Lessee, in accordance with the terms thereof. (c) There are no pending actions or proceedings to which Lessee is a party, and there are no other pending or threatened actions or proceedings of which Lessee has knowledge, before any court, arbitrator or administrative agency, which, either individually or in the aggregate, would have a Material Adverse Effect. As used herein, "Material Adverse Effect" shall mean (i) a materially adverse effect on the business, condition (financial or otherwise), operations, performance or properties of Lessee, or (ii) a material impairment of the ability of Lessee to perform its obligations under or remain in compliance with such Schedule or any of the other Lease Documents. Further, Lessee is not in default under any financial or other material agreement that, either individually, or in the aggregate, would have the same such effect. (d) All of the Equipment covered by such Schedule is located solely in the jurisdiction(s) specified in such Schedule. (e) Under the applicable laws of each such jurisdiction, such Equipment consists (and shall continue to consist) solely of personal property and not fixtures. Such Equipment is removable from and is not essential to the premises at which it is located. (f) The financial statements of Lessee (copies of which have been furnished to Lessor) have been prepared in accordance with generally accepted accounting principles consistently applied ("GAAP"), and fairly present Lessee's financial condition and the results of its operations as of the date of and for the period covered by such statements, and since the date of such statements there has been no material adverse change in such conditions or operations. (g) With respect to any Collateral, Lessee has good title to, rights in, and/or power to transfer all of the same. (h) The Supplier is not an affiliate of Lessee. (i) The Supply Contract (as such term is hereinafter defined) represents an arms' length transaction and the purchase price for the Equipment specified therein is the amount obtainable in an arms' length transaction between a willing and informed buyer and a willing and informed seller under no compulsion to sell.

**4. FURTHER ASSURANCES AND OTHER COVENANTS.** Lessee agrees as follows: (a) Lessee will furnish Lessor with (1) Lessee's balance sheet, statement of income and statement of retained earnings, prepared in accordance with GAAP, certified by a recognized firm of certified public accountants, within ninety (90) days of the close of each fiscal year of Lessee, (2) Lessee's quarterly financial report certified by the chief financial officer of Lessee, within sixty (60) days of the close of each fiscal quarter of Lessee, (3) all of Lessee's Forms 10-K and 10-Q, if any, filed with the Securities and Exchange Commission ("SEC") as and when filed (by furnishing these SEC forms), (4) a complete and accurate listing of all Equipment which includes its then current location within thirty (30) days of request by Lessor and (5) a complete and accurate performance report within thirty (30) days of the end of each fiscal quarter of the Lessee, in the form provided by the company (the "Performance Report"), (6) within thirty (30) days of the end of each fiscal quarter of Lessee, copies of all bank statements for all of Lessee's bank accounts and (7) if requested by Lessor as a condition to the lease of the Equipment, Lessee will, until such time as all sums payable by Lessee to Lessor pursuant to this Lease and the Schedules have been paid in full, maintain a blocked account under terms acceptable to Lessor and cause the proceeds of the Equipment to be deposited in such account. (b) Lessee shall obtain and deliver to Lessor and/or promptly execute or otherwise authenticate any documents, filings, waivers (including any landlord and

mortgagee waivers), releases and other records, and will take such further action as Lessor may reasonably request in furtherance of Lessor's rights under any of the Lease Documents. Lessee irrevocably authorizes Lessor to file UCC financing statements ("UCCs"), and other filings with respect to the Equipment or any Collateral. Without Lessor's prior written consent, Lessee agrees not to file any corrective or termination statements or partial releases with respect to any UCCs filed by Lessor pursuant to this Lease. (c) Lessee shall provide written notice to Lessor: (1) thirty (30) days prior to any change in Lessee's name or jurisdiction or form of organization; (2) promptly upon the occurrence of any Event of Default (as defined in Section 15) or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default (a "Default"); and (3) promptly upon Lessee becoming aware of any alleged violation of applicable law relating to the Equipment or this Lease.

**5. CONDITIONS PRECEDENT.** Lessor's agreement to purchase and lease any Equipment under a Schedule, is conditioned upon Lessor's determination that all of the following have been satisfied: (a) Lessor having received the following, in form and substance reasonably satisfactory to Lessor: (1) evidence as to due compliance with the insurance provisions of Section 11; (2) if requested, lien searches in the jurisdiction of Lessee's organization, and wherever else Lessor deems appropriate; (3) UCCs, real property waivers and all other filings required by Lessor; (4) a certificate of an appropriate Officer of Lessee certifying: (A) resolutions duly authorizing the transactions contemplated in the applicable Lease Documents, and (B) the incumbency and signature of the officers of Lessee authorized to execute such documents; (5) if requested by Lessor, an opinion of counsel for Lessee as to each of the matters set forth in sub-parts (a) through (c) of Section 3; (6) the only manually executed original of the Schedule, and counterpart originals of all other Lease Documents; (7) all purchase documents pertaining to the Equipment (collectively, the "Supply Contract"); (8) if requested by Lessor, good standing certificates from the jurisdiction of Lessee's organization and the location of the Equipment, and evidence of Lessee's organizational number; and (9) such other documents, agreements, instruments, certificates, opinions, and assurances, as Lessor reasonably may require. (b) All representations and warranties provided by Lessee in favor of Lessor in any of the Lease Documents shall be true and correct on the effective date of the related Schedule (Lessee's execution and delivery of the Schedule shall constitute Lessee's acknowledgment of the same). (c) There shall be no Default or Event of Default under the Schedule or any other Lease Documents. (d) The Equipment shall have been delivered to and accepted by Lessee, as evidenced by the Schedule, and shall be in the condition and repair required hereby; and on the effective date of such Schedule Lessor shall have received good title to the Equipment described therein, free and clear of any claims, liens, attachments, rights of others and legal processes ("Liens").

**6. ACCEPTANCE UNDER LEASE.** Lessor hereby appoints Lessee as Lessor's agent for the sole purpose of accepting delivery of the Equipment from the Supplier. Upon delivery, Lessee shall inspect and, if conforming to the condition required by the applicable Supply Contract, accept the Equipment and execute and deliver to Lessor a Schedule describing such Equipment. The Schedule will evidence Lessee's unconditional and irrevocable acceptance under the Schedule of the Equipment described therein. However, if Lessee fails to accept delivery of any item of the Equipment, or accepts such Equipment but fails to satisfy any or all of the other conditions set forth in Section 5, Lessor shall have no obligation to purchase or lease such Equipment. In such event, Lessor's rights shall include, among other things, the right to demand that Lessee (a) fully assume all obligations as purchaser of the Equipment, with the effect of causing Lessor to be released from any liability relating thereto, (b) immediately remit to Lessor an amount sufficient to reimburse it for all advance payments, costs, taxes or other charges paid or incurred with respect to the Equipment (including any of such amounts paid by Lessor to Supplier under the Supply Contract or as a reimbursement to Lessee), together with interest at the lesser of Eighteen percent (18%) or the maximum amount permitted by law, the "Late Charge Rate" accruing from the date or dates such amounts were paid by Lessor until indefeasibly repaid by Lessee in full, and (c) take all other actions necessary to accomplish such assumption.

**7. USE AND MAINTENANCE.** (a) Lessee shall (1) use the Equipment solely in the continental United States and in the conduct of its business, for the purpose for which the Equipment was designed, in a careful and proper manner, and shall not permanently discontinue use of the Equipment; (2) operate, maintain, service and repair the Equipment, and maintain all records and other materials relating thereto, (A) in accordance and consistent with (i) the Supplier's recommendations and all maintenance and operating manuals or service agreements, whenever furnished or entered into, including any subsequent amendments or replacements thereof, issued by the Supplier or service provider, (ii) the requirements of all applicable insurance policies, (iii) the Supply Contract, so as to preserve all of Lessee's and Lessor's rights thereunder, including all rights to any warranties, indemnities or other rights or remedies, (iv) all applicable laws, and (v) the prudent practice of other similar companies in the same business as Lessee, but in any event, to no lesser standard than that employed by Lessee for comparable equipment owned by or leased by it; and (B) without limiting the foregoing, so as to cause the Equipment to be in good repair and operating condition and in at least the same condition as when delivered to Lessee hereunder, except for ordinary wear and tear resulting despite Lessee's full compliance with the terms hereof; (3) provide written notice to Lessor not less than thirty (30) days after any change of the location of any Equipment (or the location of the principal garage of any Equipment, to the extent that such Equipment is mobile equipment) as specified in the Equipment schedule; and (4) not attach or incorporate the Equipment to or in any other property in such a manner that the Equipment may be deemed to have become an accession to or a part of such other property. (b) Within a reasonable time, Lessee will replace any parts of the Equipment which become worn out, lost, destroyed, or damaged beyond repair or otherwise unfit for use, by new or reconditioned replacement parts which are free and clear of all Liens and have a value, utility and remaining useful life at least equal to the parts replaced (assuming that they were in the condition required by this Lease). Any modification or addition to the Equipment that is required by this Lease shall be made by Lessee. Title to all such parts, modifications and additions to the Equipment immediately shall vest in Lessor, without any further action by Lessor or any other person, and they shall be deemed incorporated in the Equipment for all purposes of the related Schedule. Unless replaced in accordance with this Section, Lessee shall not remove any parts originally or from time to time attached to the Equipment, if such parts are essential to the operation of the Equipment, are required by any other provision of this Lease or cannot be detached from the Equipment without materially interfering with the operation of the Equipment or adversely affecting the value, utility and remaining useful life which the Equipment would have had without the addition of such parts. Except as permitted in this Section, Lessee shall not make any material alterations to the Equipment. (c) Upon forty-eight (48) hours' notice, Lessee shall afford Lessor and/or its designated representatives access to the premises where the Equipment is located for the purpose of inspecting such Equipment and all applicable maintenance or other records relating thereto at any reasonable time during normal business hours; provided, however, if a Default or Event of Default shall have occurred and then be continuing, no notice of any inspection by Lessor shall be required. If any discrepancies are found as they pertain to the general condition of the Equipment, Lessor will communicate these discrepancies to Lessee in writing. Lessee shall then have thirty (30) days to rectify these discrepancies at its sole expense. Lessee shall pay all expenses of inspection by Lessor's appointed representative.

**8. DISCLAIMER; QUIET ENJOYMENT.** (a) THE EQUIPMENT IS LEASED HEREUNDER "AS IS, WHERE IS". LESSOR SHALL NOT BE DEEMED TO HAVE MADE, AND HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE EQUIPMENT, INCLUDING ANY PART, OR ANY MATTER WHATSOEVER, INCLUDING, AS TO EACH ITEM OF EQUIPMENT, ITS DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, ABSENCE OF ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT OR LATENT DEFECT (WHETHER OR NOT DISCOVERABLE BY LESSEE), COMPLIANCE OF SUCH ITEM WITH ANY APPLICABLE LAW, CONFORMITY OF SUCH ITEM TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE DOCUMENT OR TO THE DESCRIPTION SET FORTH IN THE RELATED SCHEDULE OR ANY OF THE OTHER LEASE DOCUMENTS, OR ANY INTERFERENCE OR

**INFRINGEMENT (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8(b)), OR ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE, NOR SHALL LESSOR BE LIABLE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR STRICT OR ABSOLUTE LIABILITY IN TORT; AND LESSEE HEREBY WAIVES ANY CLAIMS ARISING OUT OF ANY OF THE FOREGOING.** Without limiting the foregoing, Lessor will not be responsible to Lessee or any other person with respect to, and Lessee agrees to bear sole responsibility for, any risk or other matter that is the subject of Lessor's disclaimer; and Lessor's agreement to enter into this Lease and any Schedule is in reliance upon the freedom from and complete negation of liability or responsibility for the matters so waived or disclaimed herein or covered by the indemnity in this Lease. So long as no Event of Default has occurred, Lessee may exercise Lessor's rights, if any, under any warranty with respect to the Equipment. Lessee's exercise of such rights shall be at its sole risk, shall not result in any prejudice to Lessor, and may be exercised only during the term of the related Schedule. Lessee shall not attempt to enforce any such warranty by legal proceeding without Lessor's prior written approval. (b) Lessor warrants that during the term of each Schedule, so long as no Event of Default has occurred, Lessee's possession and use of the Equipment leased thereunder shall not be interfered with by Lessor or anyone rightfully claiming an interest through Lessor. The preceding warranty is in lieu of all other warranties by Lessor, whether written, oral or implied, with respect to this Lease or the Equipment. Any actual or purported breach of this warranty shall not give rise to any Abatement, but Lessee may bring a direct cause of action against Lessor for any actual damages directly resulting from any such breach.

**9. FEES AND TAXES.** Lessee agrees to: (a) (1) if permitted by law, file in Lessee's own name or on Lessor's behalf, directly with all appropriate taxing authorities all declarations, returns, inventories and other documentation with respect to any personal property taxes (or any other taxes in the nature of or imposed in lieu of property taxes) due or to become due with respect to the Equipment, and if not so permitted by law, to promptly notify Lessor and provide it with all information required in order for Lessor to timely file all such declarations, returns, inventories, or other documentation, and (2) pay on or before the date when due all such taxes assessed, billed or otherwise payable with respect to the Equipment directly to the appropriate taxing authorities; (b) (1) pay when due as requested by Lessor, and (2) defend and indemnify Lessor on a net after-tax basis against liability for all license and/or registration fees, assessments, and sales, use, property, excise, privilege, value added and other taxes or other charges or fees now or hereafter imposed by any governmental body or agency upon the Equipment or with respect to the manufacture, shipment, purchase, ownership, delivery, installation, leasing, operation, possession, use, return, or other disposition thereof or the Rent hereunder (other than taxes on or measured solely by the net income of Lessor); and (c) indemnify Lessor against any penalties, charges, interest or costs imposed with respect to any items referred to in clauses (a) and (b) above (the items referred to as clauses (a), (b), and (c) above being referred to herein as "impositions"). Any impositions which are not paid when due and which are paid by Lessor shall, at Lessor's option, become immediately due from Lessee to Lessor.

**10. TITLE; GRANTING CLAUSE.** (a) Lessee and Lessor intend that: (1) each Schedule, incorporating by reference the terms of this Lease, constitutes a true "lease" and a "finance lease" as such terms are defined in Article 2A of the UCC and not a sale or retention of a security interest; and (2) Lessor is and shall remain the owner of each item of Equipment (unless sold by Lessor pursuant to any Lease Document), and Lessee shall not acquire any right, title or interest in or to such Equipment except the right to use it in accordance with the terms of the related Schedule. (b) In order to secure the prompt payment of the Rent and all of the other amounts from time to time outstanding with respect hereto and to each Schedule, and the performance and observance by Lessee of all of the provisions hereof and thereof and of all of the other Lease Documents, Lessee hereby collaterally assigns, grants, and conveys to Lessor, a security interest in and lien on all of Lessee's right, title and interest in and to all of the following (whether now existing or hereafter created, and including any other collateral described on any Rider hereto (the "Collateral")): (1) if contrary to the parties' intentions a court determines that such Schedule is not a true "lease" under the UCC, the Equipment described in such Schedule or otherwise covered thereby (including all inventory, fixtures or other property comprising the Equipment), together with all related software (embedded therein or otherwise) and general intangibles, all additions, attachments, accessories and accessions thereto whether or not furnished by the Supplier; (2) all subleases, chattel paper, accounts, security deposits, and general intangibles relating thereto, and any and all substitutions, replacements or exchanges for any such item of Equipment or other collateral, in each such case in which Lessee shall from time to time acquire an interest; and (3) any and all insurance and/or other proceeds of the property and other collateral in and against which a security interest is granted hereunder; and (4) all of Lessee's accounts, accounts receivable, instruments, documents, contract rights, chattel paper, inventory, equipment, money deposit accounts, insurance policies, reserves, reserve accounts, general intangibles and proceeds thereof presently existing or hereafter arising, now owned or hereafter acquired by Lessee; all goods and inventory relating hereto in all stages of manufacture, process or production; all books and records pertaining to accounts; and proceeds of the foregoing property. Lessee authorizes Lessor to file all documents it deems necessary to perfect its interest in the above-referenced security pursuant to the Code. (b) If an Event of Default occurs with respect to any Schedule, (1) if Lessor recovers the Equipment and disposes of it by a lease or elects not to dispose of the Equipment after recovery, upon demand, Lessee shall pay to Lessor an amount equal to the sum of (A) any accrued and unpaid Rent as of the date Lessor recovers possession of the Equipment, plus (B) the present value as of such date of the total Basic Rent for the then remaining term of such Schedule, plus the present value of such date of Lessor's estimate at the time this Lease was entered into of Lessor's residual interest in the Equipment; minus (C) either, as applicable, (i) the present value as of the commencement date of any substantially similar re-lease of the Equipment, of the re-lease rent payable for that period, commencing on such date, which is comparable to the then remaining term of such Schedule or (ii) the present value, as of that certain date which may be determined by taking into account Lessor's having a reasonable opportunity to remarket the Equipment, of the "market rent" for such Equipment (as computed pursuant to Article 2A of the UCC) in the continental United States on that date, computed for that period, commencing on such date, which is comparable to the then remaining term of such Schedule; provided, however, Lessee acknowledges that if Lessor is unable after reasonable effort to dispose of the Equipment at a reasonable price and pursuant to other reasonable terms, or the circumstances reasonably indicate that such an effort will be unavailing, the "market rent" in such event will be deemed to be \$0.00, but in the event that Lessor does eventually re-lease or otherwise dispose of the Equipment, it will apply the net proceeds of such disposition, to the extent received in good and indefeasible funds, as a credit or reimbursement, as applicable, in a manner consistent with the applicable provisions of Article 2A of the UCC. Any amounts discounted to present value, shall be discounted at the rate of **three percent (3%)** per annum, compounded annually. The collateral assignment, security interest and lien granted herein shall survive the termination, cancellation or expiration of each Schedule until such time as Lessee's obligations thereunder and under the other Lease Documents are fully and indefeasibly discharged. (c) If contrary to the parties' intentions a court determines that any Schedule is not a true "lease", the parties agree that in such event Lessee agrees that: (1) with respect to the Equipment, in addition to all of the other rights and remedies available to Lessor hereunder upon the occurrence of a Default, Lessor shall have all of the rights and remedies of a first priority secured party under the UCC; and (2) any obligation to pay Basic Rent or any Other Payment, to the extent constituting the payment of interest, shall be at an interest rate that is equal to the lesser of the maximum lawful rate permitted by applicable law or the effective interest rate used by Lessor in calculating such amounts.

**11. INSURANCE.** Upon acceptance under a Schedule and continuing until the Equipment is returned to Lessor in accordance with this Lease, Lessee shall maintain with an insurer acceptable to Lessor (the "Insurer") all-risk insurance coverage with respect to the Equipment insuring against, among other things: (a) any casualty to the Equipment (or any portion thereof), including loss or damage due to fire and the risks normally included in extended coverage, malicious mischief and vandalism, for not less than the full replacement value of the Equipment; and (b) any commercial liability arising in connection with the Equipment, including both bodily injury and property damage with a combined single limit per occurrence of not less than \$1,000,000; having a deductible reasonably satisfactory to Lessor. The required insurance policies (including endorsements) shall, (i) be endorsed to

name Lessor as an additional insured (but without responsibility for premiums), (ii) provide that any amount payable under the required casualty coverage shall be paid directly to Lessor as sole loss payee, (iii) provide for thirty (30) days' written notice by such insurer of cancellation, material change, or non-renewal. Lessee hereby requests and authorizes Lessor, at Lessor's option and without obligation to do so, to place and pay for insurance on the Equipment upon Lessee's failure, after having been requested to do so, to provide insurance satisfactory to Lessor and to pay the premium either for such insurance or for similar insurance protecting Lessor only. The cost of providing such insurance shall become immediately due from Lessee to Lessor. The policies therefor shall be held by Lessor until this Lease is fully performed by Lessee. Lessee agrees to reimburse Lessor on demand for any payments or expenses incurred by Lessor pursuant to the foregoing authorization, together with interest thereon from the disbursement date until paid at the Late Charge Rate. In the event of a loss, Lessee agrees that Lessor may collect the proceeds from such insurance and apply the proceeds against Lessee's obligations under this Lease. In the event of any default hereunder, Lessor is authorized to cancel any insurance and credit any premium refund against any unpaid amounts due from Lessee under this Lease.

**12. LOSS AND DAMAGE.** (a) At all times until the Equipment is returned to Lessor in accordance with this Lease, Lessee shall bear the risk of loss, theft, confiscation, taking, unavailability, damage or partial destruction of the Equipment and shall not be released from its obligations under any Schedule or other Lease Document in any such event. (b) Lessee shall provide prompt written notice to Lessor of any Total Loss or any material damage to the Equipment. Any such notice must be provided together with any damage reports provided to any governmental authority, the Insurer or Supplier, and any documents pertaining to the repair of such damage, including copies of work orders, and all invoices for related charges. (c) Without limiting any other provision hereof, Lessee shall repair all damage to any item of Equipment from any and all causes, other than a Total Loss, so as to cause it to be in the condition and repair required by this Lease. (d) A "Total Loss" shall be deemed to have occurred to an item of Equipment (the "Lost Equipment"), upon: (1) the actual or constructive total loss of any item of the Equipment, (2) the loss, disappearance, theft or destruction of any item of the Equipment, or damage to any item of the Equipment that is uneconomical to repair or renders it unfit for normal use, or (3) the condemnation, confiscation, requisition, seizure, forfeiture or other taking of title to or use of any item of the Equipment or the imposition of any Lien thereon by any governmental authority. (e) Lessor shall be under no duty to Lessee to pursue any claim against any person in connection with a Total Loss or other loss or damage. (f) If Lessor receives a payment under an insurance policy required under this Lease in connection with any Total Loss or other loss of or damage to an item of Equipment, and such payment is both unconditional and indefeasible, then provided Lessee shall have complied with the applicable provisions of this Section, Lessor shall either (1) credit such proceeds against any amounts owed by Lessee pursuant to Section 12(a), or (2) if received with respect to repairs to be made pursuant to Section 12(c), remit such proceeds to Lessee up to an amount equal to the amount of the costs of repair.

**13. PURCHASE/REDELIVERY.** (a) As to each Schedule, Lessee shall provide written notice to Lessor not less than one hundred eighty (180) days and not more than two hundred forty (240) days prior to the expiration of the initial term of such Schedule of Lessee's intent to either (i) return the Equipment to Lessor upon the expiration of the term of such Schedule or (ii) purchase the Equipment upon the termination of the term of such Schedule. If Lessee fails to provide the foregoing notice in a timely manner, the term of the applicable Schedule automatically shall be deemed to have been extended, which extension shall continue until the later of (i) one hundred eighty (180) days after the date on which Lessee provides the required notice or (ii) the last day of the month following the month in which Lessee returns or purchases the Equipment, during which extension period Lessee shall continue to pay to Lessor per diem Rent at the last prevailing Lease rate under the applicable Schedule; provided, however that Lessor may elect to terminate such extension at any time upon ten (10) days written notice to Lessee. During such extension period, the terms and conditions of this Lease (including, without limitation, the provisions of this Section 13) shall continue to be applicable.

(b) Upon the expiration of the original or any extension of the term of a Schedule or the earlier cancellation or termination of such Schedule, Lessee shall either (i) return the Equipment to Lessor free and clear of all Liens whatsoever, to such place(s) within the continental United States as Lessor shall specify or (ii) purchase the Equipment pursuant to the provisions of the Schedule. Lessor shall also be entitled to exercise any Put Option granted to Lessor in the Schedule.

(c) In the event Lessee returns the Equipment, Lessee shall provide, at its expense, transit insurance for the redelivery period in an amount equal to the replacement value of the Equipment and Lessor shall be named as the loss payee on all such policies of insurance. Lessee shall cause: (1) the Supplier's representative or other qualified person acceptable to Lessor (the "Designated Person") to de-install the Equipment in accordance with the Supplier's specifications (as applicable) and pack the Equipment properly and in accordance with the Supplier's recommendations (as applicable); and (2) the Equipment to be transported in a manner consistent with the Supplier's recommendations and practices (as applicable). Upon return, the Equipment shall be: (i) in the same condition as when delivered to Lessee under the related Schedule, ordinary wear and tear excepted; (ii) mechanically and structurally sound, capable of performing the functions for which the Equipment was originally designed, in accordance with the Supplier's published and recommended specifications (as applicable); (iii) redelivered with all component parts in good operating condition (and all components must meet or exceed the Supplier's minimum recommended specifications, unless otherwise agreed by Lessor in writing); and (iv) cleaned and cosmetically acceptable, with all Lessee-installed markings removed and all rust, corrosion or other contamination having been removed or properly treated, and in such condition so that it may be immediately installed and placed in service by a third party. Upon delivery, the Equipment shall be in compliance with all applicable Federal, state and local laws, and health and safety guidelines. Lessee shall be responsible for the cost of all repairs, alterations, inspections, appraisals, storage charges, insurance costs, demonstration costs and other related costs necessary to cause the Equipment to be in full compliance with the terms of this Lease. If requested by Lessor, Lessee shall also deliver all related records and other data to Lessor, including all records of maintenance, modifications, additions and major repairs, computerized maintenance history, and any maintenance and repair manuals (collectively, the "Records"). All manuals or other documents delivered to Lessor that are subject to periodic revision will be fully up-to-date and current to the latest revision standard of any particular manual or document. In the event any such Records are missing or incomplete, Lessor shall have the right to cause the same to be reconstructed at Lessee's expense. In addition to Lessor's other rights and remedies hereunder, if the Equipment and the related Records are not returned in a timely fashion, or if repairs are necessary to place any item of Equipment in the condition required in this Section, Lessee shall (i) continue to pay to Lessor per diem Rent at the last prevailing Lease rate under the applicable Schedule with respect to such item of Equipment, for the period of delay in redelivery, and/or for the period of time reasonably necessary to accomplish such repairs, and (ii) pay to Lessor an amount equal to the aggregate cost of any such repairs. Lessor's acceptance of such Rent on account of such delay and/or repair does not constitute an extension or renewal of the term of the related Schedule or a waiver of Lessor's right to prompt return of the Equipment in proper condition. Such amount shall be payable upon the earlier of Lessor's demand or the return of the Equipment in accordance with this Lease.

(d) Without limiting any other terms or conditions of this Lease, the provisions of this Section are of the essence of each Schedule, and upon application to any court of equity having jurisdiction, Lessor shall be entitled to a decree against Lessee requiring Lessee's specific performance of its agreements and continued in this Section.

**14. INDEMNITY.** Lessee shall indemnify, defend and keep harmless Lessor and any Assignee (as defined in Section 17), and their respective officers, directors, members, shareholders, agents and employees (each, an "Indemnitee"), from and against any and all Claims (other than such as may directly and proximately result from the actual, but not imputed, gross negligence or willful misconduct of such Indemnitee), by paying, on a net after-tax basis, or otherwise discharging same, when and as such Claims shall become due. Lessee agrees that the Indemnity provided for in this Section includes the agreement by Lessee to indemnify each Indemnitee from the consequences of its own simple negligence, whether that negligence is the sole or concurring cause of the Claims, and to further indemnify each such Indemnitee with respect to Claims for which such Indemnitee is strictly liable. Lessor shall give Lessee prompt notice of any Claim hereby indemnified against, and Lessee shall be entitled to control the defense of and/or to settle any Claim, in each case, so long as (a) no Default or Event of Default has occurred and is then continuing, (b) Lessee confirms, in writing, its unconditional and irrevocable commitment to indemnify each Indemnitee with respect to such Claim, (c) Lessee is financially capable of satisfying its obligations under this Section, and (d) Lessor approves the defense counsel selected by Lessee. The term "Claims" shall mean all claims, allegations, harms, judgments, settlements, suits, actions, debts, obligations, damages (whether incidental, consequential or direct), demands (for compensation, indemnification, reimbursement or otherwise), losses, penalties, fines, liabilities (including strict liability), charges that Lessor has incurred or for which it is responsible, in the nature of interest, Liens, and costs (including attorneys' fees and disbursements and any other legal or non-legal expenses of investigation or defense of any Claim, whether or not such Claim is ultimately defeated or enforcing the rights, remedies or indemnities provided for hereunder, or otherwise available at law or equity to Lessor), of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, by or against any person, arising on account of (1) any Lease Document, including the performance, breach (including any Default or Event of Default) or enforcement of any of the terms thereof, or (2) the Equipment, or any part or other contents thereof, any substance at any time contained therein or emitted therefrom, including any hazardous substances, or the premises at which the Equipment may be located from time to time, or (3) the ordering, acquisition, delivery, installation or rejection of the Equipment, the possession of any property to which it may be attached from time to time, maintenance, use, condition, ownership or operation of any item of Equipment, and by whomsoever owned, used, possessed or operated, during the term of any Schedule with respect to that item of Equipment, the existence of latent and other defects (whether or not discoverable by Lessor or Lessee) any claim in tort for negligence or strict liability, and any claim for patent, trademark or copyright infringement, or the loss, damage, destruction, theft, removal, return, surrender, sale or other disposition of the Equipment, or any item thereof, including, Claims involving or alleging environmental damage, or any criminal or terrorist act, or for whatever other reason whatsoever. If any Claim is made against Lessee or an Indemnitee, the party receiving notice of such Claim shall promptly notify the other, but the failure of the party receiving notice to so notify the other shall not relieve Lessee of any obligation hereunder.

**15. DEFAULT.** A default shall be deemed to have occurred hereunder and under a Schedule upon the occurrence of any of the following (each, an "Event of Default"): (a) non-payment of Basic Rent on the applicable Rent payment date; (b) non-payment of any Other Payment within five (5) days after it is due; (c) failure to maintain, use or operate the Equipment in compliance with applicable law; (d) failure to obtain, maintain and comply with all of the insurance coverages required under this Lease; (e) any transfer or encumbrance, or the existence of any Lien, that is prohibited by this Lease; (f) a payment or other default by Lessee under any loan, lease, guaranty or other financial obligation to Lessor or its affiliates which default entitled the other party to such obligation to exercise remedies; (g) a payment or other default by Lessee under any material loan, lease, guaranty or other material financial obligation to any third party which default has been declared; (h) an inaccuracy in any representation or breach of warranty by Lessee (including any false or misleading representation or warranty) in any financial statement or Lease Document, including any omission of any substantial contingent or unliquidated liability or Claim against Lessee; (i) the commencement of any bankruptcy, insolvency, receivership or similar proceeding by or against Lessee or any of its properties or business (unless, if involuntary, the proceeding is dismissed within sixty (60) days of the filing thereof) or the rejection of this Lease or any other Lease Document in any such proceeding; (j) the failure by Lessee generally to pay its debts as they become due or its admission in writing of its inability to pay the same; (k) Lessee shall (1) enter into any transaction of merger or consolidation, unless Lessee shall be the surviving entity (such actions being referred to as an "Event"), unless the surviving entity is organized and existing under the laws of the United States or any state, and prior to such Event: (A) such entity executes and delivers to Lessor (x) an agreement satisfactory to Lessor, in its sole discretion, containing such entity's effective assumption, and its agreement to pay, perform, comply with and otherwise be liable for, in a due and punctual manner, all of Lessee's obligations having previously arisen, or then or thereafter arising, under any and all of the Lease Documents, and (y) any and all other documents, agreements, instruments, certificates, opinions and filings requested by Lessor; and (B) Lessor is satisfied as to the creditworthiness of such person, and as to such person's conformance to the other standard criteria then used by Lessor when approving transactions similar to the transactions contemplated in this Lease; (2) cease to do business as a going concern, liquidate, or dissolve; or (3) sell, transfer, or otherwise dispose of all or substantially all of its assets or property; (l) if Lessee is privately held and effective control of Lessee's voting capital stock/membership interests/partnership interests, issued and outstanding from time to time, is not retained by the present holders (unless Lessee shall have provided thirty (30) days' prior written notice to Lessor of the proposed disposition and Lessor shall have consented thereto in writing); (m) if Lessee is a publicly held corporation and there is a material change in the ownership of Lessee's capital stock, unless Lessor is satisfied as to the creditworthiness of Lessee and as to Lessee's conformance to the other standard criteria then used by Lessor for such purpose immediately thereafter; (n) there occurs a default or anticipatory repudiation under any guaranty executed in connection with this Lease; (o) failure to satisfy the requirements of any financial covenants set forth herein, or in any Rider to this Lease or any Schedule; (p) breach by Lessee of any other covenant, condition or agreement (other than those in items (a)-(o)) under this Lease or any of the other Lease Documents that continues for thirty (30) days after Lessor's written notice to Lessee (but such notice and cure period will not be applicable unless such breach is curable by practical means within such notice period); (q) breach by Lessee under any other agreement between Lessor and Lessee; or (r) breach by any Affiliate of Lessee of any agreement between such Affiliate and Lessor. As used herein, "Affiliate" shall mean any Person (i) that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Lessee, or (ii) which beneficially owns or holds ten percent (10%) or more of any class of the voting stock of the Lessee; or (iii) ten percent (10%) or more of the voting stock (or in the case of a Person which is not a corporation, five (5%) percent or more of the equity interest) of which is beneficially owned or held by the Lessee. As used herein, "Person" shall mean an individual, partnership, corporation, trust or unincorporated organization, and a government or agency or political subdivision thereof. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting stock, by contract or otherwise.

**16. REMEDIES.** (a) if an Event of Default occurs with respect to any Schedule, the Lessor thereunder may (in its sole discretion) exercise any one or more of the following remedies with respect to such Schedule and any or all other Schedules to which such Lessor is then a party: (1) proceed at law or in equity, to enforce specifically Lessee's performance or to recover damages; (2) declare each such Schedule in default, and cancel each such Schedule or otherwise terminate Lessee's right to use the Equipment and Lessee's other rights, but not its obligations, thereunder, and Lessee shall immediately assemble, make available and, if Lessor requests, return the Equipment to Lessor in accordance with the terms of this Lease; (3) enter any premises where any item of Equipment is located and take immediate possession of and remove (or disable in place) such item (and/or any unattached parts) by self-help, summary proceedings or otherwise without liability; (4) use Lessee's premises for storage without liability; (5) sell, re-lease or otherwise dispose of any or all of the Equipment, whether or not in Lessor's possession, at public or private sale, with or without notice to Lessee, and apply or retain the net proceeds of such disposition, with Lessee remaining liable for any deficiency and with any excess being retained by Lessor; (6) enforce any or all of the preceding remedies with respect to any related Collateral, and apply any deposit or other cash collateral, or any proceeds of any

such Collateral, at any time to reduce any amounts due to Lessor; (7) demand and recover from Lessee all Liquidated Damages and all Other Payments whenever the same shall be due; and (8) exercise any and all other remedies allowed by applicable law, including the UCC. As used herein, "Liquidated Damages" shall mean the liquidated damages (all of which, Lessee hereby acknowledges, are damages to be paid in lieu of future Basic Rent and are reasonable in light of the anticipated harm arising by reason of an Event of Default, and are not a penalty) described in the first sentence of parts (1) or (2) of Section 16(b), depending upon the recovery and disposition of the Equipment leased under the applicable Schedule.

(b) If an Event of Default occurs with respect to any Schedule, (1) if Lessor recovers the Equipment and disposes of it by a lease or elects not to dispose of the Equipment after recovery, upon demand, Lessee shall pay to Lessor an amount equal to the sum of (A) any accrued and unpaid Rent as of the date Lessor recovers possession of the Equipment, plus (B) the present value as of such date of the total Basic Rent for the then remaining term of such Schedule, minus (C) either, as applicable, (i) the present value, as of the commencement date of any substantially similar re-lease of the Equipment, of the re-lease rent payable for that period, commencing on such date, which is comparable to the then remaining term of such Schedule or (ii) the present value, as of that certain date which may be determined by taking into account Lessor's having a reasonable opportunity to remarket the Equipment, of the "market rent" for such Equipment (as computed pursuant to Article 2A of the UCC) in the continental United States on that date, computed for that period, commencing on such date, which is comparable to the then remaining term of such Schedule; provided, however, Lessee acknowledges that if Lessor is unable after reasonable effort to dispose of the Equipment at a reasonable price and pursuant to other reasonable terms, or the circumstances reasonably indicate that such an effort will be unavailing, the "market rent" in such event will be deemed to be \$0.00, but in the event that Lessor does eventually re-lease or otherwise dispose of the Equipment, it will apply the net proceeds of such disposition, to the extent received in good and indefeasible funds, as a credit or reimbursement, as applicable, in a manner consistent with the applicable provisions of Article 2A of the UCC. Any amounts discounted to present value, shall be discounted at the rate of three percent (3%) per annum, compounded annually.

(2) If Lessee fails to return the Equipment in the manner and condition required by this Lease, or Lessor recovers and sells the Equipment, upon demand, Lessee shall pay to Lessor all other Rent due with respect to the related Schedule as of such determination date, and all Enforcement Costs (defined in Section 16(c)), less a credit for any disposition proceeds, if applicable pursuant to the application provisions in the next sentence. If Lessor demands the Liquidated Damages under this part (2), and recovers and sells the Equipment, any proceeds received in good and indefeasible funds shall be applied by Lessor, with respect to the related Schedule: first, to pay all Enforcement Costs, to the extent not previously paid; second, to pay to Lessor an amount equal to any unpaid Rent due and payable, together with the liquidated damage amounts specified in this part (2), to the extent not previously paid; third, to pay to Lessor any interest accruing on the amounts covered by the preceding clauses, at the Late Charge Rate, from and after the date the same becomes due, through the date of payment; and fourth, (A) if the Lessor under such Schedule is also the Lessor under any other Schedules (whether by retaining the same, or as Assignee), to satisfy any remaining obligations under any or all such other Schedules, or (B) if such Lessor is not the Lessor under any other Schedule, or if Lessee's obligations to such Lessor under such other Schedules have been fully and indefeasibly satisfied, to reimburse Lessee for such amounts to the extent paid by Lessee as liquidated damages pursuant to this part (2).

(c) A cancellation of any Schedule shall occur only upon written notice by Lessor to Lessee. Unless already specifically provided for in Section 16(b), if an Event of Default occurs with respect to any Schedule, Lessee shall also be liable for all of the following ("Enforcement Costs"): (1) all unpaid Rent due before, during or after exercise of any of the foregoing remedies, and (2) all reasonable legal fees (including consultation, drafting notices or other documents, expert witness fees, sending notices or instituting, prosecuting or defending litigation or arbitration) and other enforcement costs and expenses incurred by reason of any Default or Event of Default or the exercise of Lessor's rights or remedies, including all expenses incurred in connection with the return or other recovery of any Equipment in accordance with the terms of this Lease or in placing such Equipment in the condition required hereby, or the sale, re-lease or other disposition (including but not limited to costs of transportation, possession, storage, insurance, taxes, lien removal, repair, refurbishing, advertising and brokers' fees), and all other pre-judgment and post-judgment enforcement related actions taken by Lessor or any actions taken by Lessor in any bankruptcy case involving Lessee, the Equipment, or any other person. Late Charges shall accrue with respect to any amounts payable under this Section for as long as such amounts remain outstanding, and shall be paid by Lessee upon demand. No right or remedy is exclusive and each may be used successively and cumulatively. Any failure to exercise the rights granted hereunder upon any Default or Event of Default shall not constitute a waiver of any such right. The execution of a Schedule shall not constitute a waiver by Lessor of any pre-existing Default or Event of Default. With respect to any disposition of any Equipment or Collateral pursuant to this Section, (i) Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean-up or otherwise prepare the same for disposition, (ii) Lessor may comply with any applicable law in connection with any such disposition, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any disposition thereof, (iii) Lessor may disclaim any title or other warranties in connection with any such disposition, and (iv) Lessee shall remain responsible for any deficiency remaining after Lessor's exercise of its remedies and application of any funds or credits against Lessee's obligations under any Schedule, and Lessor shall retain any excess after such application.

**17. ASSIGNMENT.** (a) LESSEE SHALL NOT ASSIGN, DELEGATE, TRANSFER OR ENCUMBER ANY OF ITS RIGHTS OR OBLIGATIONS HEREUNDER OR UNDER ANY SCHEDULE, OR ITS LEASEHOLD INTEREST OR ANY COLLATERAL, SUBLET THE EQUIPMENT OR OTHERWISE PERMIT THE EQUIPMENT TO BE OPERATED OR USED BY, OR TO COME INTO OR REMAIN IN THE POSSESSION OF, ANYONE BUT LESSEE. Without limiting the foregoing, (1) Lessee may not attempt to dispose of any of the Equipment, and (2) Lessee shall (A) maintain the Equipment free from all Liens, other than Permitted Liens, (B) notify Lessor immediately upon receipt of notice of any Lien affecting the Equipment, and (C) defend Lessor's title to the Equipment. A "Permitted Lien" shall mean any Lien for Impositions, Liens of mechanics, materialmen, or suppliers and similar Liens arising by operation of law, provided that any such Lien is incurred by Lessee in the ordinary course of business, for sums that are not yet delinquent or are being contested in good faith and with due diligence, by negotiations or by appropriate proceedings which suspend the collection thereof and, in Lessor's sole discretion, (i) do not involve any substantial danger of the sale, forfeiture or loss of the Equipment or any interest therein, and (ii) for the payment of which adequate assurances or security have been provided to Lessor. No disposition referred to in this Section shall relieve Lessee of its obligations, and Lessee shall remain primarily liable under each Schedule and all of the other Lease Documents. (b) Lessor may at any time with or without notice to Lessee grant a security interest in, sell, assign, delegate or otherwise transfer (an "Assignment") all or any part of its interest in the Equipment, this Lease or any Schedule and any related Lease Documents or any Rent thereunder or the right to enter into any Schedule, and Lessee shall perform all of its obligations thereunder, to the extent so transferred, for the benefit of the beneficiary of such Assignment (such beneficiary, including any successors and assigns, an "Assignee"). Lessee agrees not to assert against any Assignee any Abatement (without limiting the provisions of Section 2) or Claim that Lessee may have against Lessor, and Assignee shall not be bound by, or otherwise required to perform any of Lessor's obligations, unless expressly assumed by such Assignee. Lessor shall be relieved of any such assumed obligations. If so directed in writing, Lessee shall pay all Rent and all other sums that become due under the assigned Schedule and other Lease Documents directly to the Assignee or any other party designated in writing by Lessor or such Assignee. Lessee acknowledges that Lessor's right to enter into an Assignment is essential to Lessor and, accordingly, waives any restrictions under applicable law with respect to an Assignment and any related remedies. Upon the request of Lessor or any Assignee, Lessee also agrees (i) to promptly execute and deliver to Lessor or to such Assignee an acknowledgment of the Assignment in form and substance satisfactory to the requesting party, an insurance certificate and such other documents and assurances reasonably requested by Lessor or Assignee, and (ii) to comply with all other reasonable requirements of any such Assignee in connection with any such Assignment. Upon such Assignment and except as may otherwise be provided herein, all references in this Lease to "Lessor" shall include such Assignee. (c) Subject always to

the foregoing, this Lease and each Schedule shall inure to the benefit of, and are binding upon, Lessee's and Lessor's respective successors and assigns.

**18. MISCELLANEOUS.** (a) This Lease, each Schedule and any Riders hereto or thereto constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and shall not be amended or modified in any manner except by a document in writing executed by both parties. (b) Any provision of this Lease that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. (c) The representations, warranties and agreements of Lessee herein shall be deemed to be continuing and to survive the execution and delivery of this Lease, each Schedule and any other Lease Documents. With respect to each Schedule, the obligations of Lessee under Sections 8, 9, 10, 12, 13 and 14 hereof, together with any of Lessee's obligations under the other provisions of this Lease (as incorporated therein) which have accrued but not been fully satisfied, performed or complied with prior to the expiration or earlier cancellation or termination of such Schedule, shall survive the expiration or earlier cancellation or termination thereof. (d) All of Lessee's obligations hereunder and under any Schedule shall be performed at Lessee's sole expense. Lessee shall reimburse Lessor promptly upon demand for all expenses incurred by Lessor in connection with (1) all costs and expenses (including without limitation all attorneys' fees and costs) incurred by Lessor in connection with the drafting and execution of this Lease, each Schedule, each Rider, any commitment letter between the parties, all documents evidencing any warrants or other stock rights granted by Lessee to Lessor in connection with the transaction evidenced by this Lease and any and all other ancillary documents executed by the Lessee and/or Lessor in connection with the effectuation of the transaction evidenced by this Lease, (2) any action taken by Lessor at Lessee's request, or in connection with any right granted to Lessor or Lessee hereunder, (3) the filing or recording of real property waivers and UCCs, (4) any Enforcement Costs not recovered pursuant to Section 16, (5) all inspections, and (6) all lien search reports (and all copies of filings) requested by Lessor. If Lessee fails to perform any of its obligations with respect to a Schedule, Lessor shall have the right, but shall not be obligated, to effect such performance, and Lessee shall reimburse Lessor, upon demand, for all expenses incurred by Lessor in connection with such performance. Lessor's effecting such compliance shall not be a waiver of Lessee's default. All amounts payable under this Section, if not paid when due, shall be paid to Lessor together with interest thereon at the Late Charge Rate. (e) Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact (which power shall be deemed coupled with an interest) to execute, endorse and deliver any documents and checks or drafts relating to or received in payment for any loss or damage under the policies of insurance required by this Lease, but only to the extent that the same relates to the Equipment. (f) LESSOR AND LESSEE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH LESSEE AND/OR LESSOR MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE. (g) All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, personally delivered, delivered by overnight courier service, sent by facsimile transmission (with confirmation of receipt), or sent by certified mail, return receipt requested, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party; and shall be effective from the date of receipt. (h) This Lease shall not be effective unless and until accepted by execution by an officer of Lessor at the address, in the State of Arizona (the "State"), as set forth below the signature of Lessor. THIS LEASE AND ALL OF THE OTHER LEASE DOCUMENTS, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER, SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF THE STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE EQUIPMENT. The parties agree that any action or proceeding against the Lessee arising out of or relating to this Lease may be commenced in any state or Federal court in the State and that any action or proceeding against the Lessor arising out of or relating to this Lease must be commenced in any state or Federal court in the State, and agree that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at the mailing address below Lessee's signature, or as it may provide in writing from time to time, or as otherwise provided under the laws of the State. (i) This Lease and all of the other Lease Documents may be executed in counterparts. The transfer or possession of the "Original" of this Lease shall be irrelevant to the full or collateral assignment of, or grant of security interest in, any Schedule; provided, however, no security interest in any Schedule may be created through the transfer, possession or control, as applicable, of any counterpart of such Schedule other than the original thereof, which shall be identified as the document or record (as applicable) marked "Original" and all other counterparts shall be marked "Duplicate". (j) If Lessor is required by the terms hereof to pay to or for the benefit of Lessee any amount received as a refund of an imposition or as insurance proceeds, Lessor shall not be required to pay such amount, if any Default has occurred and not been cured or any Event of Default shall have occurred and not been waived by Lessor. In addition, if Lessor is required by the terms hereof to cooperate with Lessee in connection with certain matters, such cooperation shall not be required if a Default or Event of Default has then occurred and is continuing. (k) To the extent Lessor is required to give its consent or approval with respect to any matter, the reasonableness of Lessor's withholding of such consent shall be determined based on the then existing circumstances; provided, that Lessor's withholding of its consent shall be deemed reasonable for all purposes if (i) the taking of the action that is the subject of such request, might result (in Lessor's discretion), in (A) an impairment of Lessor's rights, title or interests hereunder or under any Schedule or other Lease Document, or to the Equipment, or (B) expose Lessor to any Claims or Impositions, or (ii) Lessee fails to provide promptly to Lessor any filings, certificates, opinions or indemnities required by Lessor as a condition to such consent.

**19. DEFINITIONS AND RULES OF CONSTRUCTION.** (a) The following terms when used in this Lease or in any of the Schedules have the following meanings: (1) "affiliate": with respect to any given person, shall mean (i) each person that directly or indirectly owns or controls, whether beneficially or as a trustee, guardian or other fiduciary, five (5) percent or more of the voting stock, membership interest or similar equity interest having ordinary voting power in the election of directors or managers of such person, (ii) each person that controls, is controlled by, or is under common control with, such person, or (iii) each of such person's officers, directors, members, joint venturers and partners. For the purposes of this definition, "control" of a person means the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise; (2) "applicable law" or "law": any law, rule, regulation, ordinance, order, code, common law, interpretation, judgment, directive, decree, treaty, injunction, writ, determination, award, permit or similar norm or decision of any governmental authority; (3) "AS IS, WHERE IS": AS IS, WHERE IS, without warranty, express or implied, with respect to any matter whatsoever; (4) "business day": any day, other than a Saturday, Sunday, or legal holiday for commercial banks under the laws of the state of the Lessor's notice address; (5) "governmental authority": any federal, state, county, municipal, regional or other governmental authority, agency, board, body, instrumentality or court, in each case, whether domestic or foreign; (6) "person": any individual, corporation, limited liability entity, partnership, joint venture, or other legal entity or a governmental authority, whether employed, hired, affiliated, owned, contracted with, or otherwise related or unrelated to Lessee or Lessor; and (7) "UCC" or "Uniform Commercial Code": the Uniform Commercial Code as in effect in the State or in any other applicable jurisdiction; and any reference to an article (including Article 2A) or section thereof shall mean the corresponding article or section (however termed) of any such applicable version of the Uniform Commercial Code. (b) The following terms when used herein or in any of the Schedules shall be construed as follows: (1) "herein," "hereof," "hereunder," etc.: in, of, under, etc. this Lease or such other Lease Document in which such term appears (and not merely in, of, under, etc. the section or provision where the reference occurs); (2) "including": means including without limitation unless such term is followed by the words "and limited to", or similar words; and (3) "or": at least one, but not necessarily only one, of the alternatives enumerated. Any defined term used in the singular preceded by "any" indicates any number of the members of the relevant class. Any Lease Document or other agreement or instrument referred to herein means such

agreement or instrument as supplemented and amended from time to time. Any reference to Lessor or Lessee shall include their permitted successors and assigns. Any reference to an applicable law shall also mean such law as amended, superseded or replaced from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Master Lease Agreement to be duly executed, under seal, as of the day and year first above set forth.

**AGILITY LEASE FUND-III, LLC**  
Lessor

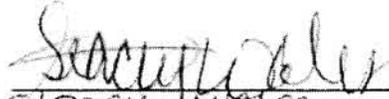
By: Agility Ventures, LLC, Its Manager

By: \_\_\_\_\_  
Name: Hal Hayden  
Title: Manager

101 E. Gurley St., Suite 202  
Prescott, Arizona 86301

Phone (928) 541-0771

**Visionary Business Works, Inc., dba Fleetronix**  
Lessee

By:   
Name: Gregory Waters  
Title: President/CEO

Address: 2350 E German Road, Suite 37  
Chandler, AZ 85286

Phone: (480) 776-0667

Federal EIN: 26-0605071

## EXHIBIT 2

LEASE GUARANTY

LESSOR: Agility Lease Fund-III, LLC.
101 E. Gurley St., Suite 202
Prescott, Arizona 86301

LEASE NO: 33-116

DATE OF MASTER LEASE: September 27th, 2011

This Unconditional Continuing Lease Guaranty Agreement (the "Guaranty") is made and entered into this 27th day of September, 2011 by each of the undersigned (hereinafter referred collectively as "Guarantor").

WHEREAS, it is contemplated that Lessor may enter into a Master Lease, present and future equipment schedule(s) and/or other related agreements (hereinafter collectively "Lease") with Visionary Business Works, Inc., dba Fletronix (hereinafter referred to as "Lessee"); and

WHEREAS, Guarantor has an interest, financial or otherwise, in Lessee, and it is to the benefit of Guarantor that Lessor enter into the Lease with Lessee, and Guarantor has read the proposed Lease in full and finds the terms of said Lease acceptable, and in recognition that Lessor would be unwilling to enter into the Lease without the Guaranty hereinafter set forth, and in recognition of Lessor's reliance upon the Guaranty in entering into the Lease.

NOW, THEREFORE, in order to induce Lessor to enter into the Lease, Guarantor, jointly and severally, unconditionally guarantees the faithful and full performance by Lessee of all terms and conditions of the Lease. In the event of default by Lessee, or failure to faithfully perform any of the terms or conditions required of Lessee under the Lease, or in the event of a failure of Lessee to make any or all payments of money required of it under the Lease presently or in the future, Guarantor unconditionally promises to pay to Lessor, in lawful money of the United States, all present and future indebtedness, liabilities and obligations due and unpaid under the Lease, including, but not limited to, the repayment to Lessor of all sums presently due and owing, and of all sums that shall in the future become due and owing, from Lessee to Lessor, whether arising under the Lease, or otherwise, plus costs of collection, including reasonable attorneys' fees with or without trial, and upon appeal and review.

The liability of Guarantor hereunder shall not be affected in any way by reason of: (i) the lack of prior enforcement by Lessor of any rights of Lessor against any property, person or persons (including but not limited to Lessee and Guarantor); (ii) the validity of any such right which Lessor may attempt to obtain; (iii) any delay in enforcing or failure to enforce such rights even if such rights are thereby lost; or (iv) any delay in making demand on Guarantor for performance or payment of Guarantor's obligations hereunder.

The obligations of Guarantor hereunder are joint and several and independent of the obligations of Lessee under the Lease, and a separate action or actions may be brought against Guarantor, whether action is brought against Lessee or whether Lessee be joined in any action or actions, the liability of Guarantor hereunder being primary. Guarantor hereby waives the benefit of any suretyship defenses affecting its liability hereunder or the enforcement hereof.

Guarantor authorizes Lessor, without notice or demand, and without affecting Guarantor's liability hereunder, from time to time to renew, extend, accelerate, or otherwise change the payment terms or other terms of the Lease or any part thereof and to lease additional equipment to Lessee pursuant thereto. Lessor may, without notice, assign this Guaranty in whole or in part.

Guarantor hereby waives any right to require Lessor to: (a) proceed against Lessee; (b) proceed against or exhaust any security held by Lessor; or (c) pursue any other remedy in Lessor's power. Guarantor waives notice of acceptance and any defense arising by reason of any defense of Lessee, or by reason of the cessation, from any cause whatsoever, of the liability of Lessee under the Lease. Guarantor waives any and all demands for performance, notices of nonperformance or default, and notices of cancellation or forfeiture. Lessor may apply all proceeds received from Lessee or others to such part of Lessee's indebtedness as Lessor may deem appropriate without consulting Guarantor and without prejudice to or in any way limiting or lessening the liability of Guarantor under this Guaranty. Guarantor hereby waives the benefit of all laws now or hereafter in effect and in any way limiting or restricting the liability of the Guarantor hereunder, including without limitation, all defenses whatsoever to the Guarantor's liability hereunder.

If Lessee is a corporation, the undersigned warrant and represent that they are stockholders, directors or officers and/or are financially or otherwise interested in Lessee, and, if married, their marital communities are so interested.

This Guaranty shall not be affected or discharged by the death of the undersigned, but shall bind Guarantor's heirs and personal representatives, and shall inure to the benefit of any successors or assigns of Lessor.

Any failure of the Lessor to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time. All issues arising hereunder shall be governed by the law of the State of Arizona. Guarantor hereby acknowledges that it has received a completed copy of the Lease and this Guaranty.

Guarantor agrees to execute and deliver such other documents and/or instruments as may from time to time become necessary for the fulfillment of the purposes of this Guaranty. If any provision of this Guaranty is unenforceable in whole or in part for any reason, the remaining provisions shall continue to be effective.

This instrument constitutes the entire agreement between Lessor and Guarantor. No oral or written representation not contained herein shall in any way affect this Guaranty, which shall not be modified except by the parties in writing. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance. Signature by facsimile shall bind the parties hereto.

IN WITNESS WHEREOF, the undersigned Guarantor(s) has/have executed this Guaranty this 20th day of October, 2011

Stacey Wales

[Handwritten signature of Stacey Wales]

Signature

Stacey Wales

Printed NAME

2350 E. Germann Rd #37

Address

Chandler AZ 85298

City, State Zip

084660190

Social Security Number

LEASE GUARANTY

LESSOR: Agility Lease Fund-III, LLC.
101 E. Gurley St., Suite 202
Prescott, Arizona 86301

LEASE NO: 33-116

DATE OF MASTER LEASE: September 27th, 2011

This Unconditional Continuing Lease Guaranty Agreement (the "Guaranty") is made and entered into this 27th day of September, 2011 by each of the undersigned (hereinafter referred collectively as "Guarantor"), in favor of Agility Lease Fund-III, LLC (hereinafter referred to as "Lessor").

WHEREAS, it is contemplated that Lessor may enter into a Master Lease, present and future equipment schedule(s) and/or other related agreements (hereinafter collectively "Lease") with Visionary Business Works, Inc., dba Fleetronix (hereinafter referred to as "Lessee"); and

WHEREAS, Guarantor has an interest, financial or otherwise, in Lessee, and it is to the benefit of Guarantor that Lessor enter into the Lease with Lessee, and Guarantor has read the proposed Lease in full and finds the terms of said Lease acceptable, and in recognition that Lessor would be unwilling to enter into the Lease without the Guaranty hereinafter set forth, and in recognition of Lessor's reliance upon the Guaranty in entering into the Lease.

NOW, THEREFORE, in order to induce Lessor to enter into the Lease, Guarantor, jointly and severally, unconditionally guaranties the faithful and full performance by Lessee of all terms and conditions of the Lease. In the event of default by Lessee, or failure to faithfully perform any of the terms or conditions required of Lessee under the Lease, or in the event of a failure of Lessee to make any or all payments of money required of it under the Lease presently or in the future, Guarantor unconditionally promises to pay to Lessor, in lawful money of the United States, all present and future indebtedness, liabilities and obligations due and unpaid under the Lease, including, but not limited to, the repayment to Lessor of all sums presently due and owing, and of all sums that shall in the future become due and owing, from Lessee to Lessor, whether arising under the Lease, or otherwise, plus costs of collection, including reasonable attorneys' fees with or without trial, and upon appeal and review.

The liability of Guarantor hereunder shall not be affected in any way by reason of: (i) the lack of prior enforcement by Lessor of any rights of Lessor against any property, person or persons (including but not limited to Lessee and Guarantor); (ii) the validity of any such right which Lessor may attempt to obtain; (iii) any delay in enforcing or failure to enforce such rights even if such rights are thereby lost; or (iv) any delay in making demand on Guarantor for performance or payment of Guarantor's obligations hereunder.

The obligations of Guarantor hereunder are joint and several and independent of the obligations of Lessee under the Lease, and a separate action or actions may be brought against Guarantor, whether action is brought against Lessee or whether Lessee be joined in any action or actions, the liability of Guarantor hereunder being primary. Guarantor hereby waives the benefit of any suretyship defenses affecting its liability hereunder or the enforcement hereof.

Guarantor authorizes Lessor, without notice or demand, and without affecting Guarantor's liability hereunder, from time to time to renew, extend, accelerate, or otherwise change the payment terms or other terms of the Lease or any part thereof and to lease additional equipment to Lessee pursuant thereto. Lessor may, without notice, assign this Guaranty in whole or in part.

Guarantor hereby waives any right to require Lessor to: (a) proceed against Lessee; (b) proceed against or exhaust any security held by Lessor; or (c) pursue any other remedy in Lessor's power. Guarantor waives notice of acceptance and any defense arising by reason of any defense of Lessee, or by reason of the cessation, from any cause whatsoever, of the liability of Lessee under the Lease. Guarantor waives any and all demands for performance, notices of nonperformance or default, and notices of cancellation or forfeiture. Lessor may apply all proceeds received from Lessee or others to such part of Lessee's indebtedness as Lessor may deem appropriate without consulting Guarantor and without prejudice to or in any way limiting or lessening the liability of Guarantor under this Guaranty. Guarantor hereby waives the benefit of all laws now or hereafter in effect and in any way limiting or restricting the liability of the Guarantor hereunder, including without limitation, all defenses whatsoever to the Guarantor's liability hereunder.

If Lessee is a corporation, the undersigned warrant and represent that they are stockholders, directors or officers and/or are financially or otherwise interested in Lessee, and, if married, their marital communities are so interested.

This Guaranty shall not be affected or discharged by the death of the undersigned, but shall bind Guarantor's heirs and personal representatives, and shall inure to the benefit of any successors or assigns of Lessor.

Any failure of the Lessor to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time. All issues arising hereunder shall be governed by the law of the State of Arizona. Guarantor hereby acknowledges that it has received a completed copy of the Lease and this Guaranty.

Guarantor agrees to execute and deliver such other documents and/or instruments as may from time to time become necessary for the fulfillment of the purposes of this Guaranty. If any provision of this Guaranty is unenforceable in whole or in part for any reason, the remaining provisions shall continue to be effective.

This instrument constitutes the entire agreement between Lessor and Guarantor. No oral or written representation not contained herein shall in any way affect this Guaranty, which shall not be modified except by the parties in writing. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance. Signature by facsimile shall bind the parties hereto.

IN WITNESS WHEREOF, the undersigned Guarantor(s) has/have executed this Guaranty this 20th day of October, 2011

Timothy Wales

Signature: [Handwritten Signature]
Printed NAME: Timothy J. Wales
Address: 3405 E Axis Dr.
City, State Zip: Gilbert AZ 85308 85098
Social Security Number: 004 56 6646

EXHIBIT 3

**LEASE GUARANTY**  
(Corporate)

LESSOR: Agility Lease Fund-III, LLC  
101 E. Gurley St., Suite 202  
Prescott, AZ 86301

LEASE NO: 22-109

DATE OF MASTER LEASE: September 27<sup>th</sup>, 2011

This Unconditional Continuing Lease Guaranty Agreement (the "Guaranty") is made and entered into this 27<sup>th</sup> day of September, 2011 by Visionary Mobile Installers, LLC, an Arizona limited liability company (hereinafter referred to as "Guarantor"), in favor of Agility Lease Fund-III, LLC (hereinafter referred to as "Lessor").

WHEREAS, Lessor has entered into a Master Lease dated September 27<sup>th</sup>, 2011, present and future equipment schedule(s) and/or other related agreements (all such documents hereinafter collectively referred to as the "Lease") with **Visionary Business Works, Inc. dba Fleetronix** (hereinafter referred to as "Lessee"), and

WHEREAS, Guarantor has an interest, financial or otherwise, in Lessee, and it is to the benefit of Guarantor that Lessee enter into the Lease with Lessor, and Guarantor has read the Lease in full and finds the terms of said Lease acceptable, and in recognition that Lessor would be unwilling to enter into the Lease with Lessee without the Guaranty hereinafter set forth, and in recognition of Lessor's reliance upon the Guaranty in entering into Lease with Lessee.

NOW, THEREFORE, in order to induce Lessor to enter into the Lease with Lessee, Guarantor, jointly and severally, unconditionally guaranties the faithful and full performance by Lessee of all terms and conditions of the Lease. In the event of default by Lessee, or failure to faithfully perform any of the terms or conditions required of Lessee under the Lease, or in the event of a failure of Lessee to make any or all payments of money required of it under the Lease presently or in the future, Guarantor unconditionally promises to pay to Lessor, in lawful money of the United States, all present and future indebtedness, liabilities and obligations due and unpaid under the Lease, including, but not limited to, the repayment to Lessor of all sums presently due and owing, and of all sums that shall in the future become due and owing, from Lessee to Lessor, whether arising under the Lease, or otherwise, plus costs of collection, including reasonable attorneys' fees, with or without trial, and upon appeal and review.

The liability of Guarantor hereunder shall not be affected in any way by reason of: (i) the lack of prior enforcement by Lessor of any rights of Lessor against any property, person or persons (including but not limited to Lessee and Guarantor); (ii) the validity of any such right which Lessor may attempt to obtain; (iii) any delay in enforcing or failure to enforce such rights even if such rights are thereby lost; or (iv) any delay in making demand on Guarantor for performance or payment of Guarantor's obligations hereunder.

The obligations of Guarantor hereunder are joint and several and independent of the obligations of Lessee under the Lease, and a separate action or actions may be brought against Guarantor, whether action is brought against Lessee or whether Lessee be joined in any action or actions, the liability of Guarantor hereunder being primary. Guarantor hereby waives the benefit of any suretyship defenses affecting its liability hereunder or the enforcement hereof.

Guarantor authorizes Lessor, without notice or demand, and without affecting Guarantor's liability hereunder, from time to time to renew, extend, accelerate, or otherwise change the payment terms or other terms of the Lease or any part thereof and to lease additional equipment to Lessee pursuant thereto. Lessor may, without notice, assign this Guaranty in whole or in part.

Guarantor hereby waives any right to require Lessor to: (a) proceed against Lessee; (b) proceed against or exhaust any security held by Lessor; or (c) pursue any other remedy in Lessor's power. Guarantor waives notice of acceptance and any defense arising by reason of any defense of Lessee, or by reason of the cessation, from any cause whatsoever, of the liability of Lessee under the Lease. Guarantor waives any and all demands for performance, notices of nonperformance or default, and notices of cancellation or forfeiture. Lessor may apply all proceeds received from Lessee or others to such part of Lessee's indebtedness as Lessor may deem appropriate without consulting Guarantor and without prejudice to or in any way limiting or lessening the liability of Guarantor under this Guaranty. Guarantor hereby waives the benefit of all laws now or hereafter in effect and in any way limiting or restricting the liability of the Guarantor hereunder, including without limitation, all defenses whatsoever to the Guarantor's liability hereunder.

The undersigned warrants and represents that he/she are duly elected officers of Guarantor and that the execution, delivery and performance of this Guaranty by Guarantor has been duly authorized by all requisite corporate action, as required under applicable law and no further authorization will be necessary on the part of Guarantor for the execution, delivery, performance or consummation of this Guaranty.

Any failure of the Lessor to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time. Guarantor hereby acknowledges that it has received a completed copy of the Lease and this Guaranty.

Guarantor agrees to execute and deliver such other documents and/or instruments as may from time to time become necessary for the fulfillment of the purposes of this Guaranty. If any provision of this Guaranty is unenforceable in whole or in part for any reason, the remaining provisions shall continue to be effective.

This Guaranty shall inure to the benefit of any successors or assigns of Lessor.

THIS GUARANTY SHALL BE SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF ARIZONA (WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF). GUARANTOR DOES HEREBY SUBMIT, AT LESSOR'S ELECTION, TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY COURTS (FEDERAL, STATE OR LOCAL) HAVING A LOCATION WITHIN THE STATE OF ARIZONA, COUNTY OF YAVAPAI WITH RESPECT TO ANY DISPUTE, CLAIM, OR SUIT WHETHER DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS GUARANTY, THE LEASE OR ANY OF GUARANTOR'S OBLIGATIONS OR INDEBTEDNESS HEREUNDER. GUARANTOR EXPRESSLY WAIVES PERSONAL SERVICE OF PROCESS AND CONSENTS TO SERVICE BY CERTIFIED MAIL, POSTAGE PREPAID, DIRECTED TO ITS LAST KNOWN ADDRESS WHICH SERVICE SHALL BE DEEMED COMPLETED WITHIN FIVE (5) DAYS AFTER THE DATE OF MAILING THEREOF. GUARANTOR HEREBY IRREVOCABLY WAIVES ANY CLAIM THAT THE COUNTY OF YAVAPAI, STATE OF ARIZONA IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE AS WELL AS ANY RIGHT IT MAY NOW OR HEREAFTER HAVE TO REMOVE ANY SUCH ACTION OR PROCEEDING, ONCE COMMENCED TO ANOTHER COURT ON THE GROUNDS OF FORUM NON CONVENIENS OR OTHERWISE. THE EXCLUSIVE CHOICE OF FORUM SET FORTH HEREIN SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LESSOR OF ANY JUDGEMENT OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION BY LESSOR TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION.

GUARANTOR WAIVES THE RIGHT TO A JURY TRIAL FOR THE PURPOSE OF RESOLVING ANY CONTROVERSY HEREUNDER OR ENFORCING OR DEFENDING ANY RIGHT TO CLAIM HEREUNDER OR IN CONNECTION HEREWITH.

This instrument constitutes the entire agreement between Lessor and Guarantor. No oral or written representation not contained herein shall in any way affect this Guaranty, which shall not be modified except by the parties in writing. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

IN WITNESS WHEREOF, the undersigned Guarantor(s) has/have executed this Guaranty this 20 day of October, 2011.

GUARANTOR: Visionary Mobile Installers, LLC

By: Stacey Wales

[Signature]  
Witness

Name: STACEY WALES

Title: PRESIDENT/CEO

2350 E. ~~Arizona~~ Germann Rd #37  
Business Address

Chandler AZ 85886  
City, State, Zip

Signature by facsimile shall bind the parties hereto.

EXHIBIT 4

## SECURITY AGREEMENT

THIS AGREEMENT ("Agreement") made this 27<sup>th</sup> day of September, 2011 under the laws of the State of Arizona, between Visionary Business Works Inc, dba Fletronix a corporation under the laws of the State of Arizona, and/or its assigns, hereinafter called the "Debtor", whose business address is 2350 E German Road, Suite 37, Chandler, AZ, 85286, and Agility Lease Fund-III, LLC, an Arizona limited liability company or its assigns, whose business address is 101 East Gurley Street, Suite 202, Prescott, Arizona 86301, hereinafter called the "Secured Party".

### RECITALS

**A.** This Security Agreement is being issued pursuant to the terms set forth in that certain Master Lease Agreement dated September 27<sup>th</sup>, 2011\_ by and between the Debtor and the Secured Party (the "Master Lease Agreement").

**B.** Pursuant to the terms set forth in the Master Lease Agreement, the Debtor has leased, and may in the future lease, certain equipment from the Secured Party (the "Equipment") to be used in the operation of the Debtor's business (the "Business").

**C.** The Secured Party and the Debtor have agreed that payment of all sums due from the Debtor to the Secured Party under the Master Lease Agreement and all schedules thereto (the "Schedules") shall be secured in part by a first security interest in th assets of the Debtor described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter collectively referred to as the "Collateral").

**D.** The Debtor has opened account number 11008530 (the "Blocked Account") at Great Western Bank (the "Depository Bank"), and the Debtor, Secured Party and the Depository Bank have entered into a Blocked Account Control Agreement as to such account (the "Blocked Account Agreement").

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Grant of Security Interest. To secure the payment of all amounts due from the Debtor to the Secured Party pursuant to the Master Lease Agreement and all the Schedules, and also to secure any other indebtedness or liability of the Debtor to the Secured Party, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereinafter arising, (all hereinafter called the "Obligations"), subject to the terms and conditions of this Agreement, the Debtor hereby grants and conveys to the Secured Party a continuing first priority security interest in:

- (a) the Collateral;
- (b) all accounts, equipment, property, goods and chattels of the same classes as the Collateral, acquired by the Debtor subsequent to the execution of this Agreement and prior to its termination;
- (c) all proceeds, if any, of the Collateral and all proceeds of proceeds thereof, if any; and
- (d) all increases, substitutions, replacements additions and accessions thereto.

2. Warranties. Debtor warrants, covenant and agree as follows:

- (a) To pay and perform all of the Obligations secured by this Agreement according to their terms.
- (b) To defend the title to the Collateral against all persons and against all claims and demands whatsoever, which Collateral, except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments.
- (c) Upon demand of the Secured Party to furnish further assurances of title, execute any written agreement or do any other act necessary to effectuate the purposes and provisions of this Agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the Collateral and to pay all costs of filing in connection therewith.
- (d) At its own expense, to keep the Collateral free and clear of all liens, charges, encumbrances, taxes and assessments.
- (e) At its own expense, to pay, when due, all taxes, assessments, judgments, charges and fees relating to the Collateral.
- (f) The Debtor has the right and power, and is duly authorized to enter into this Security Agreement and the execution of this Security Agreement does not constitute a breach of any provision of any agreement or any instrument to which the Debtor is a party.

3. Default. The following shall constitute a default by the Debtor:

- (a) Failure by the Debtor to pay any amount or amounts payable by the Debtor pursuant to the Master Lease Agreement, including, without limitation, any amount or amounts payable by the Debtor pursuant to any Schedules entered into by the Debtor pursuant to the terms of the Master Lease Agreement.
- (b) If the Debtor (i) applies for the appointment of a receiver, trustee, or custodian of any of its assets, (ii) files a petition under any section of the bankruptcy code or similar law or regulation, (iii) makes an assignment for the benefit of creditors, (iv) is the subject of a petition under any section of the bankruptcy code or similar law or regulation which is filed against Debtor, or if any case or proceeding is filed for its dissolution or liquidation, (v) becomes insolvent or fails to pay its debts as they mature, (vi) merges or consolidates without the prior written consent of the Secured Party, (vii) dissolves or is partially or wholly liquidated, (viii) fails to comply with or perform any provision of this Agreement, the Master Lease Agreement, any Schedule or the Blocked Account Agreement, (ix) makes or gives any false or misleading representations or warranties in connection with this Agreement or any other agreement between the Secured Party and Debtor, (x) directly or indirectly subjects the Collateral to levy of execution or other judicial process, or (xi) any other act of the Debtor which in the opinion of the Secured Party imperils the prospects of full performance of the Master Lease Agreement or any of the Debtor's other Obligations.

4. Remedies. Upon any default of the Debtor and at the option of the Secured Party, the Obligations secured by this Agreement shall become due and payable in full without any further notice or demand,

and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention, sale of the Collateral and disposition of the proceeds as are accorded by the applicable sections of the Uniform Commercial Code of Arizona respecting such default as well as all the rights, remedies and privileges set forth in this Agreement, the Master Lease Agreement and the Blocked Account Agreement. All rights, remedies and powers of the Secured Party hereunder are cumulative, and not alternative or exclusive, and shall be in addition to all rights, remedies and powers given hereunder or in, or by, any other instruments, or by the Uniform Commercial Code, or any laws now existing or hereafter enacted. Upon any default, the Debtor shall assemble the Collateral and make it available to the Secured Party at the place and time requested by the Secured Party. Upon any default, the Secured Party's reasonable attorneys' fees and legal and other expenses for pursuing, searching for, receiving, taking, keeping, and selling the Collateral shall be charged to the Debtor. The Debtor shall remain liable for any deficiencies resulting from the sale of the Collateral and shall pay such deficiency forthwith upon demand. If the Debtor shall default in the performance of any of the provisions of this Agreement on the Debtor's part to be performed, the Secured Party may, at its sole option, perform the same for the Debtor's account and any monies expended in so doing shall be chargeable with interest to the Debtor and added to the Obligations secured hereby.

5. Ordinary Course. So long as the Debtor is not in default hereunder, this Agreement shall not prohibit the Debtor from using the Collateral in the ordinary course of its Business. Any use of the Collateral which is other than in the ordinary course or in violation of the terms of the Master Lease Agreement, this Agreement or the Blocked Account Agreement shall be a default under this Agreement for which the Secured Party at its option, may exercise its rights hereunder including without limitation its rights of acceleration of the Obligations and demand immediate payment of all outstanding sums due under the Master Lease Agreement, the Schedules, the Blocked Account Agreement and this Agreement.

6. Information. The Debtor shall permit the Secured Party or its agents, upon reasonable request, to have access to and to inspect and make copies of, or extracts from, the books, records and files of the Debtor and of its successors and assigns for purposes relevant to this Agreement, and the Debtor will make the same available during reasonable business hours on prior notice for such purposes.

7. Perfection of Security Interest. The Secured Party is authorized to file a Financing Statement perfecting the security granted by the Debtor pursuant to this Agreement. The Debtor shall execute and deliver to the Secured Party, concurrently with Debtor's execution of this Agreement, and at any time or times hereafter at the reasonable request of the Secured Party, all financing statements and continuation financing statements, and other documents that Secured Party may reasonably request, in form satisfactory to Secured Party which are necessary to perfect, and maintain perfected, the Secured Party's continuing first priority security interest in the Collateral.

8. General.

(a) This Agreement has been delivered in the State of Arizona and shall be construed in accordance with the laws of the State of Arizona.

(b) The rights and privileges of the Secured Party hereunder shall inure to the benefit of its successors and assigns, and this Security Agreement shall be binding on all successors of the Debtor.

(c) The Debtor agrees to pay all costs and expenses (including reasonable expenses for legal services) relating to or incidental to the Secured Party's enforcement of its rights arising under this Security Agreement.

(d) Waiver of acquiescence of any default by the Debtor, or failure of the Secured Party to insist upon strict compliance by the Debtor of any warranties or agreements in this Security Agreement, shall not constitute a waiver of any subsequent or other notice or failure.

(e) Notice to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the addresses herein set forth, or as otherwise set forth in writing.

(f) The Arizona Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under any law shall not invalidate any other provision of this Agreement.

9. Release. At such time as the Debtor shall satisfy its obligation to the Secured Party under the Master Lease Agreement, the Schedules, the Blocked Account Agreement and this Agreement, the Secured Party shall promptly execute and deliver to the Debtor any and all documents which are necessary to terminate, release and discharge the Secured party's rights hereunder, and any other security interest given in connection herewith.

IN WITNESS WHEREOF, this Security Agreement has been duly executed as of the 20 day of ~~September~~ October 2011.

Debtor: Visionary Business Works, Inc., dba Fleetronix

By: Stacy U. Deles  
Its: PRESIDENT/CEO

Secured Party: Agility Lease Fund-III, LLC

By: \_\_\_\_\_  
Hal Hayden  
Its: Manager

## EXHIBIT A

The Collateral subject to this Security Agreement is as follows:

1. All Equipment and peripherals wherever located heretofore or hereafter leased to Debtor by Secured Party pursuant to the Master Lease Agreement and all of Debtor's rights, title and interest in and to any software and services (collectively "Software") financed under and described in the Master Lease Agreement, including without limitation all substitutions, additions, accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in conjunction with the Equipment and Software, and proceeds thereof and refunds obtained by Debtor from a manufacturer, licensor or service provider, and other proceeds and payments due and to become due and arising from or relating to said Equipment, Software or the Master Lease Agreement.
2. All subleases, chattel paper, accounts, security deposits, and general intangibles relating thereto, and any and all substitutions, replacements or exchanges for any such item of Equipment or other collateral, in each such case in which Debtor shall from time to time acquire an interest;
3. Any and all insurance and/or other proceeds of the property and other Collateral in and against which a security interest is granted hereunder;
4. All of Debtor's accounts, accounts receivable, instruments, documents, contract rights, chattel paper, inventory, equipment, money deposit accounts, insurance policies, reserves, reserve accounts, general intangibles and proceeds thereof presently existing or hereafter arising, now owned or hereafter acquired by Debtor;
5. All goods and inventory relating to the Master Lease Agreement in all stages of manufacture, process or production;
6. All books and records pertaining to accounts; and proceeds of the foregoing property
7. All right, title and interest in the Business trade name and trade style and any derivative thereof.
8. All franchise rights associated with the Business.
9. All of the leasehold interest in the premises in which the Business is operated and all of the leasehold improvements located in such premises.
10. All internet domain names and all websites associated with the Business.
11. All accounts of Debtor and the Business, including, without limitation, the Blocked Account.

EXHIBIT 5

## STOCK PLEDGE AGREEMENT

THIS STOCK PLEDGE AGREEMENT (the "Pledge Agreement") dated as of September 27<sup>th</sup>, 2011, between Stacey Wales (the "**Pledgor**"), and Agility Lease Fund-III, L.L.C. (the "**Pledgee**").

### WITNESSETH:

This Pledge Agreement is being issued pursuant to the terms set forth in that certain Master Lease Agreement dated September 27<sup>th</sup>, 2011, by and between Visionary Business Works, Inc., dba Fleetronix an Arizona corporation (the "Company") and the Pledgee (the "Master Lease Agreement").

Pursuant to the terms set forth in the Master Lease Agreement, the Company has leased, and may in the future lease, certain equipment from the Pledgee to be used in the operation of the Company's business.

The Pledgor is the owner of Fifty-one (51) shares of the common stock of the Company (the "Stock"), which Stock constitutes all of the issued and shares of the capital stock of the Company.

The Company, the Pledgor and the Pledgee have agreed that payment of all sums due from the Company to the Pledgee under the Master Lease Agreement and all schedules thereto (the "Schedules") shall be secured in part by the pledge by the Pledgor of the Stock pursuant to the terms of this Pledge Agreement.

The Pledgor has personally guaranteed the performance by the Company of all of its obligations under the Master Lease Agreement and the Schedules pursuant to that certain Personal Guaranty dated September 27<sup>th</sup>, 2011 (the Guaranty").

In order to induce the Pledgee to enter into the Master Lease Agreement, the Pledgor is entering into this Pledge Agreement to provide collateral security for the Company's obligations under the Master Lease Agreement and the Schedules.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties hereto agree as follows:

**1. Pledge.** To secure the due and punctual payment and performance of the Liabilities (hereinafter defined), the Pledgor hereby pledges, hypothecates, assigns, transfers, sets over and delivers unto the Pledgee, and hereby grants to the Pledgee a security interest in the following:

(a) the shares of stock listed in the Annex hereto and all shares or other securities of the Company issued to the Pledgor by the Company on or after the date hereof (herein collectively called the "**Pledged Securities**") and the certificates representing or evidencing the Pledged Securities, and all cash, securities, interest, dividends, rights and other property at any

time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Securities;

(b) all other property hereafter delivered to the Pledgee in substitution for or in addition to any of the foregoing, all certificates and instruments representing or evidencing such shares, securities and other property and all cash, securities, interest, dividends, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all thereof, and

(c) all proceeds of all of the foregoing (all such Pledged Securities, additional shares, certificates, instruments, cash, securities, interest, dividends, rights and other property being herein collectively called the "**Collateral**");

TO HAVE AND TO HOLD the Collateral, together with all rights, titles, interests, privileges and preferences appertaining or incidental thereto, unto the Pledgee, its successors and assigns, forever, subject, however, to the terms, covenants and conditions hereafter set forth.

The term "**Liabilities,**" as used herein, shall mean all obligations and liabilities of the Company and the Pledgor to the Pledgee, howsoever created, arising or evidenced, whether direct or indirect, primary or secondary, absolute or contingent, joint or several, or now or hereafter existing, or due or to become due, under and in connection with (i) the Master Lease Agreement, (ii) the Schedules, (iii) the Guaranty and (iv) this Agreement. The Pledgor waives notice of the existence or creation of all or any of the Liabilities.

**2. Representations and Warranties.** The Pledgor represents and warrants as follows:

(a) The Pledgor owns all of the Pledged Securities, free and clear of any liens, encumbrance, charge or security interest of any nature whatsoever, other than the security interest granted hereunder.

(b) All shares of stock included in the Pledged Securities are duly authorized and validly issued, fully paid, non-assessable and subject to no options to purchase or similar rights of any person or entity. The Pledgor is not and will not become a party to or otherwise bound by any agreement, other than this Pledge Agreement, which restricts in any manner the rights of any present or future holder of any of the Pledged Securities with respect thereto.

(c) This Pledge Agreement has been duly authorized, executed and delivered by the Pledgor and constitutes a valid and binding obligation of the Pledgor. Upon delivery of the Pledged Securities to the Pledgee hereunder, the Pledgee will have valid and perfected security interests in the Collateral subject to no prior lien. No registration, recordation or filing with any governmental body, agency or official is required in connection with the execution or delivery of this Pledge Agreement, or necessary for the validity or enforceability hereof or for the perfection of the security interests granted herein. The execution, delivery, performance and enforcement of this Pledge Agreement do not and will not contravene, or constitute a default under, any provision of applicable law or regulation or of the certificate of incorporation or by-laws of the Company or any person controlling the Pledgor or of any agreement, judgment, injunction,

order, decree or other instrument binding upon the Pledgor or the Company or any person controlling the Pledgor or result in the creation or imposition of any lien (other than the security interests granted herein) upon any asset of the Pledgor or any of its subsidiaries.

**3. Delivery of Pledged Securities.** All Pledged Securities delivered to the Pledgee by the Pledgor pursuant hereto shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Pledgee.

**4. Filing; Further Assurances.** The Pledgor will, at its expense and in such manner and form as the Pledgee may reasonably require, execute, deliver, file and record any financing statement, specific assignment or other paper and take any other action that may reasonably be necessary or desirable, or that the Pledgee may reasonably request, in order to create, preserve, perfect or validate any security interest or to enable the Pledgee to exercise and enforce its rights hereunder with respect to any of the Collateral. To the extent permitted by applicable law, the Pledgor hereby authorizes the Pledgee to execute and file, in the name of the Pledgor or otherwise, Uniform Commercial Code financing statements which the Pledgee in its sole discretion may deem necessary or appropriate to further perfect the security interest granted herein.

**5. Record Ownership of Pledged Securities.** The Pledgee may at any time or from time to time, if in its sole discretion exercised in good faith it shall conclude that a Default shall have occurred and be continuing, cause any or all of the Pledged Securities to be transferred of record into the name of the Pledgee or its nominee. The Pledgor will promptly give to the Pledgee copies of any notices or other communication received by it with respect to Pledged Securities registered in the name of the Pledgor and the Pledgee will promptly give to the Pledgor copies of any notices and communications received by the Pledgee with respect to Pledged Securities registered in the name of the Pledgee or its nominee.

**6. Right to Receive Distributions on Collateral.** The Pledgee shall have the right to receive and to retain as Collateral hereunder all dividends, interest and other payments and distributions made upon or with respect to the Collateral, and the Pledgor shall take all such action as the Pledgee may deem necessary or appropriate to give effect to such right. All such dividends, interest and other payments and distributions (except as aforesaid) which are received by the Pledgor shall be received in trust for the benefit of the Pledgee, and, if the Pledgee so directs, shall be segregated from other funds of the Pledgor and shall, forthwith upon demand by the Pledgee, be paid over to the Pledgee as Collateral in the same form as received (with any necessary endorsement).

**7. Right to Vote Pledged Securities.** Unless a Default shall have occurred and be continuing, the Pledgor shall have the right, from time to time, to vote and to give consents, ratifications and waivers with respect to the Pledged Securities, and the Pledgee shall, upon receiving a written request from the Pledgor, deliver to the Pledgor or as specified in such request such proxies, powers of attorney, consents, ratifications and waivers in respect of any Pledged Securities which is registered in the Pledgee's name as shall be specified in such request and be in form and substance reasonably satisfactory to the Pledgee. If a Default shall have occurred and be continuing, the Pledgee shall have the right to the extent permitted by law, and the Pledgor shall

take all such action as may be necessary or appropriate to give effect to such right, to vote and to give consents, ratifications and waivers, and take any other action with respect to all the Pledged Securities with the same force and effect as if the Pledgee were the absolute and sole owner thereof

**8. General Authority.** The Pledgor hereby irrevocably appoints the Pledgee its true and lawful attorney, with full power of substitution, for the sole use and benefit of the Pledgee, but at the Pledgor's expense, to the extent permitted by law to exercise, at any time and from time to time while Default has occurred and is continuing, all or any of the following powers with respect to all or any of the Collateral:

- (a) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due upon or by virtue thereof,
- (b) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto, and
- (c) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if the Pledgee were the absolute owner thereof;

provided that the Pledgee shall give the Pledgor not less than ten days' prior written notice of the time and place of a sale or other intended disposition of any of the Collateral.

**9. Default.**

(a) The occurrence of any of the following shall constitute a Default hereunder: (i) nonpayment, when due, whether by acceleration or otherwise, of any amount payable on any of the Liabilities; (ii) any representation or warranty of the Pledgor contained herein or given pursuant hereto shall be untrue in any material respect; (iii) the Pledgor shall fail to perform any covenant or agreement contained herein; or (iv) the Pledgor or the Company shall dissolve, become insolvent, make an assignment for benefit of creditors, institute any insolvency or bankruptcy proceeding, or any involuntary proceeding shall be instituted against the Pledgor or the Company in insolvency or bankruptcy and such involuntary proceeding shall be consented to or acquiesced in by the Pledgor or the Company or shall not have been dismissed within thirty (30) days after the same shall have been instituted, or a receiver shall be appointed for any part of the Pledgor's or the Company's property and said receivership shall be consented to or acquiesced in by the Pledgor or the Company or shall continue for a period of thirty (30) consecutive days.

(b) Upon the occurrence of a Default, (i) the Pledgee may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code as in effect from time to time in Arizona or otherwise available to it, including, but not limited to, sale, assignment, or other disposal of the Pledged Securities in exchange for cash or credit, and (ii) the Pledgee may, without demand or notice of any kind, appropriate and apply toward the payment of such of the Liabilities, and in such order of application, as the Pledgee may from time to time elect, any balances, credits, deposits, accounts or moneys of the Pledgor. If any notification of intended disposition of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if mailed at least five (5) days before such disposition.

postage prepaid, addressed to the Pledgor, either at the address of the Pledgor shown below, or at any other address of the Pledgor appearing on the records of the Pledgee. Any proceeds of any disposition of Collateral shall be applied as provided in Section 10 hereof. All rights and remedies of the Pledgee expressed hereunder are in addition to all other rights and remedies possessed by it, including those under any other agreement or instrument relating to any of the Liabilities or security therefor. No delay on the part of the Pledgee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Pledgee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action of the Pledgee permitted hereunder shall impair or affect the rights of the Pledgee in and to the Collateral.

(c) The Pledgor agrees that in any sale of any of the Collateral whenever a Default hereunder shall have occurred and be continuing, the Pledgee is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable law (including, without limitation, compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that such prospective bidders and purchasers have certain qualifications, and restrict such prospective bidders and purchasers to persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of such Collateral), or in order to obtain any required approval of the sale or of the purchaser by any governmental regulatory authority or official, and the Pledgor further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Pledgee be liable nor accountable to the Pledgor for any discount allowed by the reason of the fact that such Collateral is sold in compliance with any such limitation or restriction.

**10. Application of Proceeds.** The proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied by the Pledgee in the following order of priorities:

first, to payment of the expenses of such sale or other realization, including reasonable compensation to the Pledgee and its agents and counsel, and all expenses, liabilities and advances incurred or made by the Pledgee in connection therewith, and any other unreimbursed expenses for which the Pledgee is to be reimbursed pursuant to Section 11;

second, payment in full of the Liabilities; and

finally, to payment to the Pledgor, or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

**11. Expenses.** The Pledgor will forthwith upon demand pay to the Pledgee:

(a) the amount of any taxes which the Pledgee may have been required to pay by reason of the security interest granted herein (including any applicable transfer taxes) or to free any of the Collateral from any lien thereon, and

(b) the amount of any and all reasonable out-of-pocket expenses, including the reasonable fees and disbursements of counsel, which the Pledgee may incur in connection with (x) the collection, sale or other disposition of any of the Collateral, (y) the exercise by the Pledgee of any of the rights conferred upon it hereunder or (z) any default on the part of the Pledgor hereunder.

**12. Termination; Release of Collateral.** Upon the repayment in full of all Liabilities and all obligations of the Pledgor hereunder, this Agreement shall terminate and all rights to the Collateral shall revert to the Pledgor. Upon any such termination, the Pledgee will, at the Pledgor's expense, execute and deliver to the Pledgor the Pledged Securities and such other documents as the Pledgor shall reasonably request to evidence such termination or the release of such Collateral.

**13. Notices.** All notices, communications and distributions hereunder shall be given or made as to the Pledgor or the Pledgee, to it at its address or telefax number set forth on the signature pages hereof, or at such other address as the addressee may hereafter specify. All notices, requests and other communications shall be in writing when delivered at the address specified in this Section.

**14. Pledgee.** The Pledgor agrees with the Pledgee as follows:

(a) The Pledgee is authorized to take all such action as is provided to be taken by it hereunder and all other action reasonably incidental thereto. As to any matters not expressly provided for herein, the Pledgee shall act or refrain from acting in accordance with its discretion.

(b) The Pledgee shall not be liable for any action taken or omitted to be taken by it under this Pledge Agreement or in respect of any of the Collateral or otherwise in connection with any of the foregoing, except for its own gross negligence or willful misconduct.

(c) In connection with its duties under this Pledge Agreement, the Pledgee shall be entitled to rely on any paper or document believed by it to be genuine and correct and, in respect of legal matters, upon the opinion of legal counsel selected by it; and any action taken or omitted in good faith by the Pledgee in accordance with the opinion of such counsel shall be full justification and protection to it.

(d) The Pledgee shall not be responsible for the genuineness, validity, or effectiveness of any of the Collateral nor shall it be liable because of any invalidity of the security provisions hereof, whether arising from law or by reason of any action or omission to act on its part, nor shall the Pledgee be bound to ascertain or inquire as to the performance or observance of any of the terms of this Pledge Agreement by the Pledgor.

**15. Waivers, Non-Exclusive Remedies.** No failure on the part of the Pledgee to exercise, and no delay in exercising and no course of dealing with respect to, any right under this Pledge Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by the Pledgee of any right under this Pledge Agreement preclude any other or further exercise thereof

or the exercise of any other right. The rights in this Pledge Agreement are cumulative and are not exclusive of any other remedies provided by law.

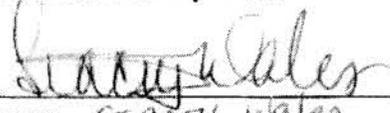
**16. Successors and Assigns.** This Pledge Agreement is for the benefit of the Pledgee and its successors and assigns, and in the event of an assignment of all or any of the Liabilities, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Pledge Agreement shall be binding on the Pledgor and its successors and assigns.

**17. Changes in Writing.** Neither this Pledge Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by a statement in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

**18. Arizona Law.** This Pledge Agreement has been made and delivered at Prescott, Arizona, and shall be construed in accordance with and governed by the internal laws of the State of Arizona.

**19. Severability.** If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Pledgor in order to carry out the intentions of the parties hereto as nearly as may be possible; and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

PLEDGOR: Stacey Wales

  
Name: Stacey Wales  
Address: 2350 E. German Rd  
#37, Chandler, AZ 85226  
Facsimile No.: (480) 776-6665  
6789

PLEDGEE:

Agility Lease Fund-III, L.L.C.  
By: Agility Ventures, LLC, Its Manager

By: \_\_\_\_\_  
Hal Hayden  
Its: President  
Address: 101 East Gurley Street, Suite 202  
Prescott, AZ 86301  
Facsimile: (928) 541-0773

**ANNEX TO STOCK PLEDGE AGREEMENT**

Identification of the Pledged Securities

<u>Name of Issuer</u>	<u>Class</u>	<u>Certificate Number</u>	<u>Number of Shares</u>
Stacey Wales	Common	<u>2</u>	51

EXHIBIT 6

**UNANIMOUS CONSENT AND WRITTEN ADOPTION OF RESOLUTIONS  
BY THE BOARD OF DIRECTORS**

**OF**

**Visionary Business Works, Inc., dba Fleetronix**

~~September 20~~  
October 20, 2011

The undersigned, being all of the members of the Board of Directors of Visionary Business Works, Inc., dba Fleetronix an **Arizona corporation** (the "Company"), hereby consent to and approve the actions set forth in the following resolutions effective as of the date set forth above. The undersigned waive notice of any meeting to consider the matters incorporated in these resolutions and consent to their approval without a meeting as permitted by Arizona statutes:

**LEASE OF EQUIPMENT**

**WHEREAS**, the Company has entered into negotiations with Agility Fund-III, LLC, an Arizona limited liability company ("Agility") to establish a leasing arrangement pursuant to which the Company will lease certain equipment from Agility pursuant to a Master Lease Agreement dated September 27<sup>th</sup>, 2011, executed by the Company and Agility (the "Master Lease Agreement"), and

**WHEREAS**, the Company may from time to time hereafter lease equipment from Agility pursuant to the terms of the Master Lease Agreement and schedules, riders and other ancillary documents evidencing the Company's lease thereof from Agility, and

**WHEREAS**, the Board has determined that it is in the best interests of the Company and its shareholders that the Company lease equipment from Agility pursuant to the terms of the Master Lease Agreement and any schedules, riders and other ancillary documents thereto.

**RESOLVED**, that Stacey Wales, Timothy Wales, and Robert Brauer (hereinafter each individually referred to as an "Authorized Party" and collectively referred to as the "Authorized Parties"), acting separately or together, are hereby authorized and directed, acting for and on behalf of the Company, to negotiate, enter into, execute, and deliver any and all agreements, documents and/or instruments as may be necessary or required to consummate the lease of equipment from Agility substantially in accordance with the general terms and conditions that are set forth in the Master Lease Agreement dated September 27<sup>th</sup>, 2011, which has previously been distributed to and reviewed by all of the Board (the "Agility Lease Transactions"), including, but not limited to, executing and delivering final negotiated versions of the proposed Master Lease Agreement by and between the Company and Agility and any schedules, riders and related documents, instruments and/or agreements, all of which have been previously distributed to and reviewed by the Company's legal counsel and the Board.

**LEASE OF ADDITIONAL EQUIPMENT**

**WHEREAS**, the Company may from time to time hereafter lease equipment from Agility pursuant to the terms of the Master Lease Agreement and schedules, riders and other

ancillary documents evidencing the Company's lease thereof from Agility.

**RESOLVED**, that the Authorized Parties, acting separately or together, are hereby authorized and directed, acting for and on behalf of the Company, to negotiate, enter into, execute, and deliver any and all agreements, documents and/or instruments as may be necessary or required to effectuate the lease of additional equipment by the Company from Agility pursuant to the Master Lease Agreement, including, but not limited to, executing and delivering final negotiated versions of any schedules, riders and other ancillary documents evidencing the Company's lease thereof from Agility.

### **SALE AND LEASEBACK OF EQUIPMENT**

**WHEREAS**, the Company is the owner of certain communications equipment (the "Company Equipment").

**WHEREAS**, the officers of the Company have negotiated the terms of an agreement in the form and substance of Exhibit A hereto (the "Asset Sale Agreement"), pursuant to which the Company will agree to sell the Company Equipment to Agility, such sale and purchase being contingent in part upon the Company and Agility entering into Schedule to the Master Lease Agreement (the "Schedule") pursuant to which the Company will lease the Company Equipment from Agility, and Agility will lease the Company Equipment to the Company.

**WHEREAS**, the officers of the Company have negotiated with Agility to establish a leasing arrangement pursuant to which the Company will lease the Company Equipment from Agility pursuant to the Schedule to be executed by the Company and Agility, and

**WHEREAS**, the Board of Directors have determined that it is in the best interests of the Company and its members that the Company (i) sell the Company Equipment to Agility pursuant to the terms of the Asset Sale Agreement and (ii) lease the Company Equipment from Agility pursuant to the terms of the Schedule and any riders and other ancillary documents thereto.

**RESOLVED**, that the Company shall sell the Company Equipment to Agility pursuant to the terms of the Asset Sale Agreement and lease the Company Equipment from Agility pursuant to the terms of the Schedule and any riders and other ancillary documents thereto.

**RESOLVED FURTHER**, that the Authorized Parties, acting separately or together, are hereby authorized and directed, acting for and on behalf of the Company, to negotiate, enter into, execute, and deliver any and all agreements, documents and/or instruments as may be necessary or required for the Company (i) sell the Company Equipment to Agility pursuant to the terms of the Asset Sale Agreement and (ii) lease the Company Equipment from Agility pursuant to the terms of the Schedule and any riders and other ancillary documents thereto, substantially in accordance with the general terms and conditions that are set forth in the Asset Sale Agreement and the Schedule which have previously been distributed to and reviewed by the Board (the "Agility Sale/Leaseback Transaction"), including, but not limited to, executing and delivering final negotiated versions of the proposed Asset Sale Agreement and the Schedule by and between the Company and Agility and any riders and related documents, instruments and/or agreements, all of

UNANIMOUS CONSENT AND WRITTEN ADOPTION OF RESOLUTIONS  
BY THE BOARD OF DIRECTORS OF VISIONARY BUSINESS WORKS, INC., DBA FLEETRONIX 33-116

which have been previously distributed to and reviewed by the Company's legal counsel and the Board members.

#### **SALE AND LEASEBACK OF ADDITIONAL EQUIPMENT**

**WHEREAS**, the Company may from time to time hereafter sell additional equipment to Agility and leaseback such equipment from Agility pursuant to the terms of asset sale agreements and the Master Lease Agreement and schedules, riders and other ancillary documents evidencing the Company's sale thereof to Agility and the Company's leaseback thereof from Agility.

**RESOLVED**, that the Authorized Parties, acting separately or together, are hereby authorized and directed, acting for and on behalf of the Company, to negotiate, enter into, execute, and deliver any and all agreements, documents and/or instruments as may be necessary or required to effectuate the sale of additional equipment by the Company to Agility and the leaseback of such equipment from Agility pursuant to the Master Lease Agreement, including, but not limited to, executing and delivering final negotiated versions of any asset sale agreements, schedules, riders and other ancillary documents evidencing the Company's sale of such assets to Agility and the Company's leaseback thereof from Agility.

#### **BLOCKED ACCOUNT AND SECURITY AGREEMENT**

**WHEREAS**, Agility has required as a condition of leasing equipment to the Company that the Company enter into an agreement with Agility and Great Western Bank pursuant to which the proceeds of the equipment leased pursuant to the Agility Lease Transaction will be deposited in an account at Great Western Bank (the "Blocked Account") and held subject to the terms of such agreement (the "Blocked Account Agreement"), and

**WHEREAS**, Agility has required as a condition of leasing equipment to the Company that the Company grant to Agility a security interest in the Blocked Account and the proceeds held therein together with other assets of the Company pursuant to the terms of a security agreement to be executed by the Company (the "Security Agreement").

**RESOLVED**, that the Company shall enter into the Blocked Account Agreement and the Security Agreement.

**RESOLVED FURTHER**, that the Authorized Parties, acting separately or together, are hereby authorized and directed, acting for and on behalf of the Company, to negotiate, enter into, execute, and deliver any and all agreements, documents and/or instruments as may be necessary or required to establish the Blocked Account substantially in accordance with the general terms and conditions that are set forth in the Blocked Account Agreement which has previously been distributed to and reviewed by all of the members, including, but not limited to, executing and delivering final negotiated versions of the Blocked Account Agreement.

**RESOLVED FURTHER**, that the Authorized Parties, acting separately or together, are hereby authorized and directed, acting for and on behalf of the Company, to negotiate, enter into, execute, and deliver any and all agreements, documents and/or instruments as may be necessary or

UNANIMOUS CONSENT AND WRITTEN ADOPTION OF RESOLUTIONS  
BY THE BOARD OF DIRECTORS OF VISIONARY BUSINESS WORKS, INC., DBA FLEETRONIX 33-116

required to grant to Agility a security interest in the Blocked Account and certain other assets of the Company substantially in accordance with the general terms and conditions that are set forth in the Security Agreement which has previously been distributed to and reviewed by all of the members, including, but not limited to, executing and delivering final negotiated versions of the Security Agreement

### **SECURITY AGREEMENT**

**WHEREAS**, Agility has required as a condition of leasing equipment to the Company that the Company grant to Agility a first security interest in the certain other assets of the Company pursuant to the terms of a security agreement to be executed by the Company (the "Security Agreement").

**RESOLVED**, that the Company shall enter into the Security Agreement.

**RESOLVED FURTHER**, that the Authorized Parties, acting separately or together, are hereby authorized and directed, acting for and on behalf of the Company, to negotiate, enter into, execute, and deliver any and all agreements, documents and/or instruments as may be necessary or required to grant to Agility a security interest in certain other assets of the Company substantially in accordance with the general terms and conditions that are set forth in the Security Agreement which has previously been distributed to and reviewed by all of the members, including, but not limited to, executing and delivering final negotiated versions of the Security Agreement

### **MISCELLANEOUS**

**RESOLVED**, that the Authorized Parties are hereby authorized and directed, acting for and on behalf of the Company, to do any and all things and to execute and deliver any and all agreements, documents, and/or instruments which are necessary to fully effect the intent and purposes of the foregoing resolutions, including, but not limited to negotiating, executing, and delivering the above-referenced documents and any and all other agreements, documents, and/or instruments relating thereto.

**RESOLVED FURTHER**, that any and all acts taken by the Company and/or the Authorized Parties, acting for and on behalf of the Company, to fully effect the intent and purposes of the foregoing resolutions, including, but not limited to negotiating, executing, and delivering the above-referenced documents and any and all other agreements, documents, and/or instruments relating thereto, are hereby ratified and affirmed as the acts of the Company.

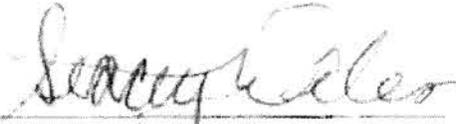
**RESOLVED FURTHER**, that the Secretary is instructed to file this Unanimous Consent and Written Adoption of Resolutions in the minute book of the Company.

**RESOLVED FURTHER**, that the Secretary of this Corporation is authorized and directed to deliver and certify to Lessor a certified copy of these resolutions and that the same are in conformity with the Charter and By-Laws of this Company.

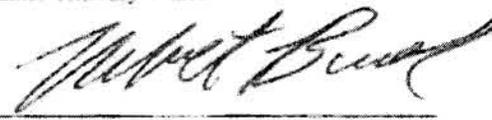
UNANIMOUS CONSENT AND WRITTEN ADOPTION OF RESOLUTIONS  
BY THE BOARD OF DIRECTORS OF VISIONARY BUSINESS WORKS, INC., DBA FLEETRONIX 33-116

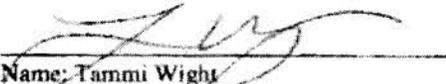
The action taken by this instrument shall be of the same force and effect as if taken at a meeting of the Board of Directors, duly called and held pursuant to the laws of the State of Arizona. This instrument may be executed in counterparts; each such counterpart shall be deemed an original hereof, and all counterparts together shall constitute one and the same instrument.

BOARD MEMBERS:

  
Name: Stacey Wales

  
Name: Timothy Wales

  
Name: Robert Brauer

  
Name: Tammi Wight

  
Name: Javier Cano

  
Name: Jorge de las Casas

UNANIMOUS CONSENT AND WRITTEN ADOPTION OF RESOLUTIONS  
BY THE BOARD OF DIRECTORS OF VISIONARY BUSINESS WORKS, INC., DRA FT ELECTRONIX 33-116

EXHIBIT 7

**Agility Lease Fund-III, LLC**

**CORPORATE CERTIFICATE OF RESOLUTIONS**

I hereby certify to Agility Ventures, LLC, its successors and assigns ("Lessor"), that I am the Secretary of **Visionary Business Works, Inc., dba Fleetronix** a corporation of the State of Arizona (the "Corporation"), and that the following is a true copy of resolutions duly adopted by the Members of the Board of the company on the 20 day of September 2011, and further that such resolutions are in conformity with the Charter and By-Laws of the Corporation and are in full force and effect on the date hereof and have not been modified or rescinded:

**LEASE OF EQUIPMENT**

**WHEREAS**, the Company has entered into negotiations with Agility Fund-III, LLC, an Arizona limited liability company ("Agility") to establish a leasing arrangement pursuant to which the Company will lease certain equipment from Agility pursuant to a Master Lease Agreement dated September 27<sup>th</sup>, 2011, executed by the Company and Agility (the "Master Lease Agreement"), and

**WHEREAS**, the Company may from time to time hereafter lease equipment from Agility pursuant to the terms of the Master Lease Agreement and schedules, riders and other ancillary documents evidencing the Company's lease thereof from Agility, and

**WHEREAS**, the Board has determined that it is in the best interests of the Company and its shareholders that the Company lease equipment from Agility pursuant to the terms of the Master Lease Agreement and any schedules, riders and other ancillary documents thereto.

**RESOLVED**, that Stacey Wales, Timothy Wales, and Robert Brauer (hereinafter each individually referred to as an "Authorized Party" and collectively referred to as the "Authorized Parties"), acting separately or together, are hereby authorized and directed, acting for and on behalf of the Company, to negotiate, enter into, execute, and deliver any and all agreements, documents and/or instruments as may be necessary or required to consummate the lease of equipment from Agility substantially in accordance with the general terms and conditions that are set forth in the Master Lease Agreement dated September 27<sup>th</sup>, 2011, which has previously been distributed to and reviewed by all of the Board (the "Agility Lease Transactions"), including, but not limited to, executing and delivering final negotiated versions of the proposed Master Lease Agreement by and between the Company and Agility and any schedules, riders and related documents, instruments and/or agreements, all of which have been previously distributed to and reviewed by the Company's legal counsel and the Board.

**LEASE OF ADDITIONAL EQUIPMENT**

**WHEREAS**, the Company may from time to time hereafter lease equipment from Agility pursuant to the terms of the Master Lease Agreement and schedules, riders and other ancillary documents evidencing the Company's lease thereof from Agility.

**RESOLVED**, that the Authorized Parties, acting separately or together, are hereby authorized and directed, acting for and on behalf of the Company, to negotiate, enter into, execute, and deliver any and all agreements, documents and/or instruments as may be necessary or required to effectuate the lease of additional equipment by the Company from Agility pursuant

to the Master Lease Agreement, including, but not limited to, executing and delivering final negotiated versions of any schedules, riders and other ancillary documents evidencing the Company's lease thereof from Agility.

#### **SALE AND LEASEBACK OF EQUIPMENT**

**WHEREAS**, the Company is the owner of certain communications equipment (the "Company Equipment").

**WHEREAS**, the officers of the Company have negotiated the terms of an agreement in the form and substance of Exhibit A hereto (the "Asset Sale Agreement"), pursuant to which the Company will agree to sell the Company Equipment to Agility, such sale and purchase being contingent in part upon the Company and Agility entering into Schedule to the Master Lease Agreement (the "Schedule") pursuant to which the Company will lease the Company Equipment from Agility, and Agility will lease the Company Equipment to the Company.

**WHEREAS**, the officers of the Company have negotiated with Agility to establish a leasing arrangement pursuant to which the Company will lease the Company Equipment from Agility pursuant to the Schedule to be executed by the Company and Agility, and

**WHEREAS**, the Board of Directors have determined that it is in the best interests of the Company and its members that the Company (i) sell the Company Equipment to Agility pursuant to the terms of the Asset Sale Agreement and (ii) lease the Company Equipment from Agility pursuant to the terms of the Schedule and any riders and other ancillary documents thereto.

**RESOLVED**, that the Company shall sell the Company Equipment to Agility pursuant to the terms of the Asset Sale Agreement and lease the Company Equipment from Agility pursuant to the terms of the Schedule and any riders and other ancillary documents thereto.

**RESOLVED FURTHER**, that the Authorized Parties, acting separately or together, are hereby authorized and directed, acting for and on behalf of the Company, to negotiate, enter into, execute, and deliver any and all agreements, documents and/or instruments as may be necessary or required for the Company (i) sell the Company Equipment to Agility pursuant to the terms of the Asset Sale Agreement and (ii) lease the Company Equipment from Agility pursuant to the terms of the Schedule and any riders and other ancillary documents thereto, substantially in accordance with the general terms and conditions that are set forth in the Asset Sale Agreement and the Schedule which have previously been distributed to and reviewed by the Board (the "Agility Sale/Leaseback Transaction"), including, but not limited to, executing and delivering final negotiated versions of the proposed Asset Sale Agreement and the Schedule by and between the Company and Agility and any riders and related documents, instruments and/or agreements, all of which have been previously distributed to and reviewed by the Company's legal counsel and the Board members.

#### **SALE AND LEASEBACK OF ADDITIONAL EQUIPMENT**

**WHEREAS**, the Company may from time to time hereafter sell additional equipment to Agility and leaseback such equipment from Agility pursuant to the terms of asset sale agreements and the Master Lease Agreement and schedules, riders and other ancillary documents evidencing the Company's sale thereof to Agility and the Company's leaseback thereof from Agility.

**RESOLVED**, that the Authorized Parties, acting separately or together, are hereby authorized and directed, acting for and on behalf of the Company, to negotiate, enter into, execute, and deliver any and all agreements, documents and/or instruments as may be necessary or required to effectuate the sale of additional equipment by the Company to Agility and the leaseback of such equipment from Agility pursuant to the Master Lease Agreement, including, but not limited to, executing and delivering final negotiated versions of any asset sale agreements, schedules, riders and other ancillary documents evidencing the Company's sale of such assets to Agility and the Company's leaseback thereof from Agility.

#### **BLOCKED ACCOUNT AND SECURITY AGREEMENT**

**WHEREAS**, Agility has required as a condition of leasing equipment to the Company that the Company enter into an agreement with Agility and Great Western Bank pursuant to which the proceeds of the equipment leased pursuant to the Agility Lease Transaction will be deposited in an account at Great Western Bank (the "Blocked Account") and held subject to the terms of such agreement (the "Blocked Account Agreement"), and

**WHEREAS**, Agility has required as a condition of leasing equipment to the Company that the Company grant to Agility a security interest in the Blocked Account and the proceeds held therein together with other assets of the Company pursuant to the terms of a security agreement to be executed by the Company (the "Security Agreement").

**RESOLVED**, that the Company shall enter into the Blocked Account Agreement and the Security Agreement.

**RESOLVED FURTHER**, that the Authorized Parties, acting separately or together, are hereby authorized and directed, acting for and on behalf of the Company, to negotiate, enter into, execute, and deliver any and all agreements, documents and/or instruments as may be necessary or required to establish the Blocked Account substantially in accordance with the general terms and conditions that are set forth in the Blocked Account Agreement which has previously been distributed to and reviewed by all of the members, including, but not limited to, executing and delivering final negotiated versions of the Blocked Account Agreement.

**RESOLVED FURTHER**, that the Authorized Parties, acting separately or together, are hereby authorized and directed, acting for and on behalf of the Company, to negotiate, enter into, execute, and deliver any and all agreements, documents and/or instruments as may be necessary or required to grant to Agility a security interest in the Blocked Account and certain other assets of the Company substantially in accordance with the general terms and conditions that are set forth in the Security Agreement which has previously been distributed to and reviewed by all of the members, including, but not limited to, executing and delivering final negotiated versions of the Security Agreement

#### **SECURITY AGREEMENT**

**WHEREAS**, Agility has required as a condition of leasing equipment to the Company that the Company grant to Agility a first security interest in the certain other assets of the Company pursuant to the terms of a security agreement to be executed by the Company (the "Security Agreement").

**RESOLVED**, that the Company shall enter into the Security Agreement.

**RESOLVED FURTHER**, that the Authorized Parties, acting separately or together, are hereby authorized and directed, acting for and on behalf of the Company, to negotiate, enter into, execute, and deliver any and all agreements, documents and/or instruments as may be necessary or required to grant to Agility a security interest in certain other assets of the Company substantially in accordance with the general terms and conditions that are set forth in the Security Agreement which has previously been distributed to and reviewed by all of the members, including, but not limited to, executing and delivering final negotiated versions of the Security Agreement

**MISCELLANEOUS**

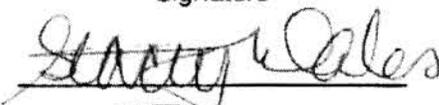
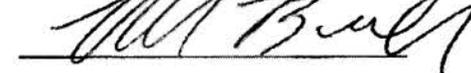
**RESOLVED**, that the Authorized Parties are hereby authorized and directed, acting for and on behalf of the Company, to do any and all things and to execute and deliver any and all agreements, documents, and/or instruments which are necessary to fully effect the intent and purposes of the foregoing resolutions, including, but not limited to negotiating, executing, and delivering the above-referenced documents and any and all other agreements, documents, and/or instruments relating thereto.

**RESOLVED FURTHER**, that any and all acts taken by the Company and/or the Authorized Parties, acting for and on behalf of the Company, to fully effect the intent and purposes of the foregoing resolutions, including, but not limited to negotiating, executing, and delivering the above-referenced documents and any and all other agreements, documents, and/or instruments relating thereto, are hereby ratified and affirmed as the acts of the Company.

**RESOLVED FURTHER**, that the Secretary is instructed to file this Unanimous Consent and Written Adoption of Resolutions in the minute book of the Company.

**RESOLVED FURTHER**, that the Secretary of this Corporation is authorized and directed to deliver and certify to Lessor a certified copy of these resolutions and that the same are in conformity with the Charter and By-Laws of this Company.

I further certify that the following persons are duly elected, qualified and acting officers of the Corporation, holding the offices indicated opposite their respective names, and the signature appearing opposite their respective names are the genuine signatures of such persons, respectively:

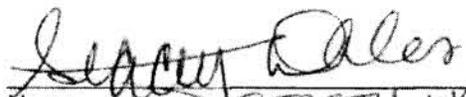
Name	Office	Signature
Stacey Wales	President	
Timothy Wales	Secretary	
Robert Brauer	Treasurer	

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of this Corporation this 20 day of ~~September~~ October 2011.

  
Secretary

[CORPORATE SEAL]

I certify that the person having executed the foregoing Certificate as Secretary is the duly elected, qualified and acting Secretary of the Corporation, and the signature of such person set forth above is his/her genuine signature.

  
Name: STACEY WALES  
Title: President/CEO

Signature by facsimile shall bind the parties hereto.

EXHIBIT 8

**UNANIMOUS WRITTEN CONSENT IN LIEU OF A SPECIAL MEETING  
OF THE SHAREHOLDERS AND BOARD OF DIRECTORS  
OF  
VISIONARY BUSINESS WORKS, INC.**

In lieu of a Special Meeting of the Shareholders and Board of Directors of VISIONARY BUSINESS WORKS, INC., an Arizona corporation (the "Corporation"), the Shareholders and the members of the Board of Directors of the Corporation, in accordance with ARS 10-704 and ARS 10-821, hereby resolves to take the following actions as if taken at a duly constituted meeting of the Shareholders and the members of the Board of Directors of the Corporation.

**AUTHORIZATION OF THE ELECTION OF THE BOARD OF DIRECTORS**

RESOLVED, that the number of members of the Board of Directors of the Corporation shall be six (6), each with a term of one (1) year.

RESOLVED FURTHER, that the following individuals are elected as members of the Board of Directors of the Corporation.

- Director ..... STACEY WALES
- Director ..... TAMMI WIGHT
- Director ..... JAVIER CANO
- Director ..... JORGE DE LAS CASAS
- Director ..... TIMOTHY WALES
- Director ..... ROBERT BRAUER

**AUTHORIZATION OF THE ELECTION OF THE OFFICERS OF THE CORPORATION**

RESOLVED FURTHER, that the Board of Directors elect the following individuals to act as Officers of the Corporation, to act in the respective capacities noted.

- President ..... STACEY WALES
- Secretary ..... TIMOTHY WALES
- Treasurer ..... ROBERT BRAUER

**APPROVAL OF ISSUANCE OF CAPITAL STOCK**

RESOLVED, that the Subscriptions for Common Stock of the Corporation as described in Exhibit A hereto be accepted and the price per share deemed to constitute fair and adequate consideration as payment in full for such shares. It is further resolved that Stock Certificate No. 1 issued to Stacey Wales is hereby cancelled and re-issued in accordance with Exhibit A hereto.

**AUTHORIZATION OF THE AMENDED AND RESTATED BYLAWS**

RESOLVED, that the Board of Directors approve of the Amended and Restated Bylaws, attached hereto as Exhibit B and by this reference incorporated herein.

**AUTHORIZATION OF THE APPROVAL OF THE SUBSCRIPTION AND LOAN AGREEMENT AND POWER OF ATTORNEY**

RESOLVED, that the Board of Directors approve of the Subscription Agreements and Power of Attorney by and among the Shareholders, Wight, Cano and de las Casas, copies of which are attached hereto as Exhibit C and by this reference incorporated herein.

**AUTHORIZATION OF THE APPROVAL OF THE SHAREHOLDERS AGREEMENT**

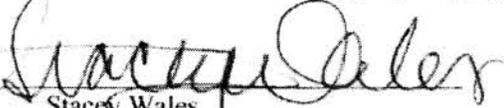
RESOLVED, that the Shareholders approve of the Shareholders Agreement between the Corporation and the Shareholders of the Corporation., attached hereto as Exhibit D and by this reference incorporated herein.

**APPROVAL OF STATUTORY AGENT**

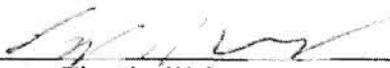
RESOLVED, that the designation of TROY A. WALLIN, located at 1425 South Higley Road, Suite 104, Gilbert, Arizona 85296, as the statutory agent and registered office of the Corporation is hereby ratified, confirmed and approved.

The undersigned, being all of the Shareholders and the members of the Board of Directors of the Corporation, by signing this written consent, hereby approve of the actions transacted by this written consent in lieu of such special meeting.

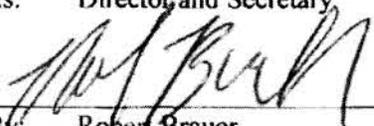
APPROVED as of the 7 day of December 2011.

  
By: Stacey Wales  
Its: Director & President

  
By: Javier Cano  
Its: Director

  
By: Timothy Wales  
Its: Director and Secretary

  
By: Jorge de las Casas  
Its: Director

  
By: Robert Brauer  
Its: Director and Treasurer

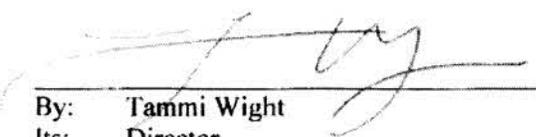
  
By: Tammi Wight  
Its: Director

EXHIBIT A  
 SUBSCRIPTIONS FOR COMMON STOCK  
 OF  
 VISIONARY BUSINESS WORKS, INC.

Name and Address	Form of Consideration	Number of Shares	Percentage of Shares Issued
STACEY WALES 3405 East Aris Drive Gilbert, Arizona 85298	Services Rendered; Cash \$ 243,941	51	51.00%
TAMMI WIGHT 24924 North 118 <sup>th</sup> Street Scottsdale, Arizona 85255	\$300,000	25	25.00%
JAVIER CANO 2520 E. Encinas Avenue Gilbert, Arizona 85234	\$113,250	10	10.00%
JORGE DE LAS CASAS 3636 East Inverness Avenue, # 2095 Mesa, Arizona 85206	\$113,250	10	10.00%
ROBERT BRAUER 108 East Wood Drive Phoenix, Arizona 85022	Services Rendered	4	4.00%
<b>TOTAL</b>	\$770,441	<b>100</b>	<b>100.00%</b>

**EXHIBIT B**  
**AMENDED AND RESTATED BYLAWS**

**AMENDED AND RESTATED BYLAWS  
OF  
VISIONARY BUSINESS WORKS, INC.**

**PREAMBLE AND REFERENCES TO CERTAIN TERMS AND CONSTRUCTION**

VISIONARY BUSINESS WORKS, INC. is an Arizona corporation (the "Corporation") organized and operated under the applicable laws of the State of Arizona and formed in accordance with the provisions of Title 10 of the Arizona Revised Statutes (the "ARS").

Any reference herein made to law will be deemed to refer to the law of the State of Arizona, including any applicable provision of Chapters 1 through 17 of Title 10 of the ARS, or any successor statute, as from time to time amended and in effect (sometimes referred to herein as the "Arizona Business Corporation Act").

Any reference herein made to the corporation's Articles will be deemed to refer to its Articles of Incorporation and all amendments thereto as at any given time on file with the Arizona Corporation Commission. Except as otherwise required by law and subject to any procedures established by the corporation pursuant to Arizona Revised Statutes Section 10-723, the term "shareholder" as used herein shall mean one who is a holder of record of shares of the corporation. References to specific sections of law herein made shall be deemed to refer to such sections, or any comparable successor provisions, as from time to time amended and in effect.

The law and the Articles (in that order of precedence) will in all respects be considered senior and superior to these Amended and Restated Bylaws ("Bylaws"), with any inconsistency to be resolved in favor of the law and such Articles (in that order of precedence), and with these Bylaws to be deemed automatically amended from time to time to eliminate any such inconsistency which may then exist.

The time during which an act is required to be done, including the time for the giving of any required notice herein, shall be computed by excluding the first day or hour, as the case may be, and including the last day or hour.

**ARTICLE I  
OFFICES**

**SECTION 1.1 PRINCIPLE OFFICE.** The principal office and place of business of the Corporation shall be located at 2350 East Germann Road, Suite 37, Chandler, Arizona 85286.

**SECTION 1.2 OTHER OFFICES.** The Corporation may also have offices at such other places both within and without the State of Arizona as the Board of Directors may from time to time determine or the business of the Corporation may require.

**ARTICLE II  
SHAREHOLDERS**

**SECTION 2.1 ANNUAL MEETINGS.** Annual meetings of the shareholders shall be held each year on a date and time designated by the Board of Directors. In the absence of such designation, the annual meeting shall be held on the second Tuesday of April each year at 10:00 a.m. At the annual meeting, the shareholders shall elect by vote a Board of Directors and transact such other business as may properly be brought before the meeting.

**SECTION 2.2 SPECIAL MEETINGS.** Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the Chairman of the Board of Directors, by the President or the Secretary by resolution of the Board of Directors or at the request in writing of one or more shareholders owning shares in the aggregate entitled to cast at least a majority of the votes at the meeting. Such request shall state the purpose of the proposed meeting and shall be personally delivered or sent by registered mail or by telegraph or other facsimile transmission to the Chairman of the Board of Directors, the President or the Secretary of the Corporation. The officer receiving the request shall cause notice to be promptly given to the shareholders entitled to vote, in accordance with the provisions of Section 2.4 of this Article II. If notice is not given within sixty (60) days of the request, the person or persons requesting the meeting may, subject to any applicable federal or state law including but not limited to federal securities laws, give the notice. Nothing contained in this Section 2.2 shall be construed as limiting, fixing or affecting the time when a meeting of shareholders called by action of the Board of Directors may be held. Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

**SECTION 2.3 PLACE OF MEETING.** All annual meetings of the shareholders shall be held at the principal office of the Corporation or at such other place within or without the State of Arizona as the directors shall determine. Special meetings of the shareholders may be held at such time and place within or without the State of Arizona as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

**SECTION 2.4 NOTICES.** Notices of meetings shall be in writing and signed by the President or a Vice President or the Secretary or an Assistant Secretary or by such other person or persons as the directors shall designate. Such notice shall state the purpose or purposes for which the meeting is called and the time and the place, which may be within or without the State of Arizona, where it is to be held. The notice of any meeting at which directors are to be elected shall include the name of any nominee or nominees whom, at the time of the notice, management intends to present for election. A copy of such notice shall be either delivered personally to or shall be mailed, postage prepaid, to each shareholder of record entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before such meeting. If mailed, it shall be directed to a shareholder at her address as it appears upon the records of the Corporation and upon such mailing of any such notice, the service thereof shall be complete and the time of the notice shall begin to run from the date upon which such notice is deposited in the mail for transmission to such shareholder. Personal delivery of any such notice to any officer of a corporation or association, or to any member of a partnership shall constitute delivery of such notice to such corporation, association or partnership. In the event of the transfer of stock after delivery of such notice of and prior to the holding of the meeting it shall not be necessary to deliver or mail notice of the meeting to the transferee. Notices to shareholders shall be given in accordance with, and shall be deemed to be effective at the time and in the manner described in, Arizona Revised Statutes Section 10-141.

**SECTION 2.5 AFFIDAVIT OF MAILING.** An affidavit of the mailing or other means of giving any notice of any shareholders' meeting may be executed by the Secretary, Assistant Secretary, or any Transfer Agent of the Corporation giving the notice, and shall be filed and maintained in the minute book of the Corporation.

**SECTION 2.6 QUORUM.** The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders or if the voting power necessary to approve a matter for which the meeting has been noticed has not voted in favor of such matter, the shareholders entitled to vote thereat, present in person or represented by proxy, the Chairman of the Board of Directors, or a majority of the Board of Directors

shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented or until the voting power necessary to approve the matter for which the meeting has been noticed has been voted in favor of such matter.

**SECTION 2.7 ADJOURNMENT.** When any meeting of shareholders, either annual or special, is adjourned to another time or place, notice may not be given of the adjourned meeting if the time and place are announced at a meeting at which the adjournment is taken, unless a new record date for the adjourned meeting is fixed, or unless the adjournment is for more than forty-five (45) days from the date set for the original meeting, in which case the Board of Directors shall set a new record date. Notice of any such adjourned meeting, if required, shall be given to each shareholder of record entitled to vote at the adjourned meeting in accordance with the provisions of Section 2.4 of this Article II. At any adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

**SECTION 2.8 VOTING.** When a quorum is present or represented at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall be sufficient to elect directors or to decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Articles of Incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question. Each common shareholder of record of the Corporation shall be entitled at each meeting of shareholders to one (1) vote for each share of common stock standing in his, her or its name on the books of the Corporation. Upon the demand of any common shareholder, the vote for directors and the vote upon any question before the meeting shall be by ballot.

**SECTION 2.9 PROXIES; INSPECTORS OF ELECTION.** At any meeting of the shareholders any shareholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event that any such instrument in writing shall designate two (2) or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one (1) shall be present, then that one (1) shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to vote shall be used to vote at a meeting of the shareholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by three (3) inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

The inspectors of election shall:

- (a) Determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies;
- (b) Receive votes, ballots, or consents;
- (c) Hear and determine all challenges and questions in any way arising in connection with the right to vote;
- (d) Count and tabulate all votes or consents;
- (e) Determine when the polls shall close;

- (f) Determine the results; and
- (g) Do any other acts that may be proper to conduct the election or vote with fairness to all shareholders.

**SECTION 2.10 ACTION BY WRITTEN CONSENT.** Any action which may be taken by the vote of the shareholders at a meeting may be taken without a meeting if authorized by the written consent of shareholders holding at least a majority of the voting power, unless the provisions of the statutes or of the Articles of Incorporation require a greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

**SECTION 2.11 WAIVER OF NOTICE.** The transaction of any meeting of shareholders, either annual or special, however called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote, who was not present in person or by proxy, signs a written waiver of notice or a consent to a holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special meeting of shareholders. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Attendance by a person at a meeting shall also constitute a waiver of notice of that meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by law to be included in the notice of the meeting, but not so included, if that objection is expressly made at the meeting.

### **ARTICLE III DIRECTORS**

**SECTION 3.1 GENERAL POWERS.** The business of the Corporation shall be managed by its Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things not otherwise required by statute, by the Articles of Incorporation or by these Bylaws to be exercised or addressed by the common shareholders.

**SECTION 3.2 NUMBER.** The number of directors may from time to time be increased or decreased by action of the Board of Directors to not less than one (1) nor more than nine (9).

**SECTION 3.3 TENURE AND QUALIFICATION.** Each Director shall hold office until the next annual meeting of shareholders and until his/her successor shall have been duly elected and qualified. Directors need not be residents of the State of Arizona or shareholders of the Corporation.

**SECTION 3.4 VACANCIES.** Vacancies in the Board of Directors, including those caused by an increase in the number of directors, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until her successor is elected at an annual or a special meeting of the shareholders. The holders of two-thirds (2/3) of the outstanding shares of stock entitled to vote may at any time peremptorily terminate the term of office of all or any of the directors by vote at a meeting called for such purpose or by a written statement filed with the secretary or, in her absence, with any other officer. Such removal shall be effective immediately, even if successors are not elected simultaneously and the vacancies on the Board of Directors resulting therefrom shall be filled only by the shareholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any directors, or if the authorized number of directors be increased, or if the Board of Directors by resolution declares vacant the office of director who has been declared of unsound mind by an order of the court or if the shareholders fail at any annual or special meeting of shareholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting. The shareholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, the Board of Directors or the shareholders shall have power to elect a successor to take office when the resignation is to become effective. No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of her term of office.

#### **ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS**

**SECTION 4.1 REGULAR MEETINGS.** Regular meetings of the Board of Directors shall be held at any place within or without the State of Arizona, which has been designated from time to time by resolution of the Board of Directors or by written consent of all members of the Board of Directors. In the absence of such designation regular meetings shall be held at the principal office of the Corporation. Special meetings of the Board of Directors may be held either at a place so designated or at the principal office. Any meeting, regular or special, may be held by conference telephone network or similar communications method by which all persons participating in the meeting can hear each other. Regular meetings of the Board of Directors may be held without call or notice at such time and at such place as shall from time to time be fixed and determined by the Board of Directors.

**SECTION 4.2 INITIAL MEETING.** The first meeting of each newly elected Board of Directors shall be held at any place within or without the State of Arizona, which has been designated from time to time by resolution of the Board of Directors or by written consent of all members of the Board of Directors. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as herein provided for special meetings of the Board of Directors.

**SECTION 4.3 SPECIAL MEETINGS.** Special meetings of the Board of Directors may be called by the Chairman, the President or by any director. Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to her at her address as it is shown upon the records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be deemed due, legal and personal notice to such director.

**SECTION 4.4 ADJOURNMENT.** Notice of the time and place of holding an adjourned meeting need not be given to the absent directors if the time and place be fixed at the meeting adjourned and unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of the time and place shall be given before the time of the adjourned meeting, in the manner specified in Section 4.3, to the directors who were not present at the time of the adjournment.

**SECTION 4.5 VALIDITY OF TRANSACTIONS.** The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a

meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

**SECTION 4.6 QUORUM.** A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law or by the Articles of Incorporation. Any action of a majority, although not at a regularly called meeting, and the record thereof, if assented to in writing by all of the other members of the Board of Directors shall be as valid and effective in all respects as if passed by the Board of Directors in regular meeting. A quorum of the Board of Directors may adjourn any Board of Directors' meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any Board of Directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board of Directors.

**SECTION 4.7 WRITTEN CONSENT.** Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee.

**SECTION 4.8 COMPENSATION.** The directors may be paid their expenses of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like reimbursement and compensation for attending committee meetings.

## **ARTICLE V COMMITTEES OF DIRECTORS**

**SECTION 5.1 COMMITTEES.** The Board of Directors may, by resolution adopted by a majority of the whole Board of Directors, designate one (1) or more committees of the Board of Directors, each committee to consist of one (1) or more of the directors of the Corporation which, to the extent provided in the resolution, shall have and may exercise the power of the Board of Directors in the management of the business and affairs of the Corporation and may have power to authorize the seal of the Corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. The members of any such committee present at any meeting and not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. At meetings of such committees, a majority of the members or alternate members shall constitute a quorum for the transaction of business, and the act of a majority of the members or alternate members at any meeting at which there is a quorum shall be the act of the committee.

**SECTION 5.2 MINUTES.** The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors.

**SECTION 5.3 MEETING AUTHORITY.** Meetings and actions of the committee shall be governed by, and held and taken in accordance with, the provisions of Article IV of these Bylaws, Section 4.1 (Regular Meetings), Section 4.2 (Initial Meeting), Section 4.3 (Special Meetings), Section 4.4 (Adjournment), Section 4.6 (Quorum), Section 4.7 (Written Consent) and Section 6.2 (Consents), with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time of regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board of Directors. Notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board of Directors may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

## **ARTICLE VI NOTICES**

**SECTION 6.1 NOTICES.** Notices to directors and shareholders shall be in writing and delivered personally or mailed to the directors or shareholders at their addresses appearing on the books of the Corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. Notice to directors may also be given by telegram or other form of written communication as provided for in these Bylaws.

**SECTION 6.2 CONSENTS.** Whenever all parties entitled to vote at any meeting, whether of directors or shareholders, consent, either by a writing on the records of the meeting or filed with the secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the doings of such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time, and if any meeting be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting. Such consent or approval of shareholders may be by proxy or attorney, but all such proxies and powers of attorney must be in writing.

**SECTION 6.3 VALID NOTICE.** Whenever any notice whatever is required to be given under the provisions of the ARS, the Articles of Incorporation or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

## **ARTICLE VII OFFICERS**

**SECTION 7.1 REQUIRED OFFICERS.** The officers of the Corporation shall be chosen by the Board of Directors and shall be a President, a Secretary, a Treasurer and such other officers as shall be approved by the Board of Directors. Any person may hold two (2) or more offices.

**SECTION 7.2 OFFICERS' COMPENSATION.** The salaries and compensation of all officers of the Corporation shall be fixed by the Board of Directors.

**SECTION 7.3 REMOVAL OF OFFICERS.** The officers of the Corporation shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the

Corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors. Any officer may resign at any time by giving written notice to the Corporation.

**SECTION 7.4 PRESIDENT.** The President shall, subject to the control of the Board of Directors, actively manage the business of the Corporation.

**SECTION 7.5 SECRETARY.** The Secretary shall act under the direction of the President. Subject to the direction of the President, he shall attend all meetings of the Board of Directors and all meetings of the shareholders and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

**SECTION 7.6 TREASURER.** The Treasurer shall act under the direction of the President. Subject to the direction of the President, he shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all her transactions as Treasurer and of the financial condition of the Corporation.

## **ARTICLE VIII CERTIFICATES OF STOCK**

**SECTION 8.1 CERTIFICATION.** The Board of Directors of the Corporation may authorize the issuance of uncertificated shares pursuant to ARS 10-626. Absent such authorization by the Board of Directors of the Corporation, every shareholder shall be entitled to have a certificate signed by the President and the Secretary of the Corporation, certifying the number of shares owned by him, her or it in the Corporation. If the Corporation shall be authorized to issue more than one (1) class of stock or more than one (1) series of any class, the designations, preferences and relative participating, optional or other special rights of the various classes of stock or series thereof and the qualifications, limitations or restrictions of such rights, shall be set forth in full or summarized on the face or back of the certificate which the Corporation shall issue to represent such stock.

**SECTION 8.2 REPLACED CERTIFICATES.** The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or her legal representative, to advertise the same in such manner as it shall require and/or give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost or destroyed.

**SECTION 8.3 CERTIFICATE SURRENDER.** Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation, if it is satisfied that all provisions of the laws and regulations applicable to the Corporation regarding transfer

and ownership of shares have been complied with, to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

**SECTION 8.4 DIVIDENDS.** The Board of Directors may fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of shareholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of shareholders for any purpose, as a record date for the determination of the shareholders entitled to receive payment of any such dividend, or to give such consent, and in such case, such shareholders, and only such shareholders as shall be shareholders of record on the date so fixed, shall be entitled to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as above.

**SECTION 8.5 CORPORATE REGISTRAR.** The Corporation shall be entitled to recognize the person registered on its books as the owner of shares to be the exclusive owner for all purposes including voting and dividends, and the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Arizona.

#### **ARTICLE IX RECORDS AND REPORTS**

**SECTION 9.1 STOCK LEDGER.** The Corporation shall either maintain at its principal office a record of its shareholders, giving the names and addresses of all shareholders and the number and class of shares held by each shareholder, or in lieu thereof maintain at its principal office a statement setting out the name of the custodian of the stock ledger.

**SECTION 9.2 ACCOUNTING BOOKS AND RECORDS.** The accounting books and records and minutes of proceedings of the shareholders and the Board of Directors and any committee or committees of the Board of Directors shall be kept at such place or places designated by the Board of Directors. The minutes, accounting books, and the records shall be kept either in written form or in any other form capable of being converted into written form. Subject to the applicable provisions of the ARS, the minutes and accounting books and records shall be open to inspection by the shareholders.

**SECTION 9.3 INSPECTION.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind, and the physical properties of the Corporation and each of its subsidiary corporations. This inspection by a director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

**ARTICLE X  
GENERAL PROVISIONS**

**SECTION 10.1 DIVIDENDS.** Dividends upon the capital stock of the Corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting. Dividends may be paid in cash, in property or in shares of capital stock, subject to the provisions of the Articles of Incorporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, deem proper as a reserve or reserves to meet contingencies, or for equalizing dividends or for repairing or maintaining any property of the Corporation or for such other purpose as the directors shall deem conducive to the interests of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

**SECTION 10.2 CHECKS OR DEMANDS.** All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

**SECTION 10.3 FISCAL YEAR.** The fiscal year of the Corporation shall be the calendar year, unless otherwise fixed by a resolution of the Board of Directors of the Corporation.

**SECTION 10.4 SEAL.** The Corporation may adopt a corporate seal and have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "Arizona." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

**SECTION 10.5 ELECTRONIC SIGNATURE.** Any action taken by the Board of Directors, the shareholders of the Corporation or the individual directors, officers, employees or other agents of the Corporation, which requires a written signature, shall be deemed valid and binding if made by means of electronic signature. For purposes of these Bylaws, "electronic signature" means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign such record.

**SECTION 10.6 AUTHORITY.** The Chairman of the Board of Directors, the President or any other person authorized by resolution of the Board of Directors or by any of the foregoing designated officers, is authorized to vote on behalf of the Corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the Corporation. The authority granted to these officers to vote or represent on behalf of the Corporation any and all shares held by the Corporation in any other corporation or corporations may be exercised by any of these officers in person or by any person authorized to do so by a proxy duly executed by the Chairman or the President.

**SECTION 10.7 GOVERNING LAW.** Unless the context requires otherwise, the general provisions, rules of construction and definitions in the ARS shall govern the construction of these Bylaws. Without limiting the generality of these provisions, the singular number includes the plural, the plural number includes the singular, the masculine and feminine genders are intended to be used interchangeably and the term "person" includes both the Corporation and a natural person.

**ARTICLE XI  
AMENDMENTS**

**SECTION 11.1 AMENDMENT BY SHAREHOLDERS.** These Bylaws may be amended by a two-thirds (2/3) vote of all the stock issued and outstanding and entitled to vote at any annual or special

meeting of the shareholders, provided notice of intention to amend shall have been contained in the notice of the meeting.

SECTION 11.2 AMENDMENT BY BOARD OF DIRECTORS. The Board of Directors, by a majority vote of the entire Board of Directors at any meeting, may amend these Bylaws, including bylaws adopted by the shareholders, but the shareholders may from time to time specify particular provisions of these Bylaws, which shall not be amended by the Board of Directors.

**ARTICLE XII  
INDEMNIFICATION**

SECTION 12.1 INDEMNIFICATION. Every person who was or is a party to, or is threatened to be made a party to, or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation or for its benefit as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the law of the State of Arizona, as they may be amended from time to time, against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him or her in connection therewith.

The expenses of a director or officer, incurred in defending a civil or criminal action, suit or proceeding must be paid by the Corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the director or officer, to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the Corporation. Such right of indemnification shall be a contract right, which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such directors or officers may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of shareholders, provision of law or otherwise, as well as their rights under this Article XII.

Without limiting the application of the foregoing, the Board of Directors may adopt bylaws from time to time with respect to indemnification, to provide at all time the fullest indemnification permitted under the laws of the State of Arizona, and may cause the Corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer, employee of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Corporation would have the power to indemnify such person.

APPROVED and ADOPTED effective as of the 7 day of December 2011.

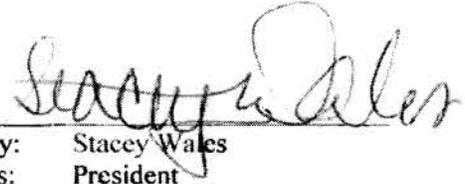
  
By: Timothy Wales  
Its: Secretary

*[Remainder of this Page Intentionally Left Blank—Incumbency Certificate Follows]*

**INCUMBENCY CERTIFICATE**

I hereby certify that TIMOTHY WALES is the Secretary of VISIONARY BUSINESS WORKS, INC., an Arizona corporation, and that the foregoing Amended and Restated Bylaws, consisting of eleven (11) pages, constitute the Amended and Restated Bylaws of VISIONARY BUSINESS WORKS, INC., as duly adopted by resolution of the Board of Directors of VISIONARY BUSINESS WORKS, INC., dated the 7 day of December, 2011.

IN WITNESS WHEREOF, I have hereunto subscribed my name effective as of the 7 day of December, 2011.



By: Stacey Wales  
Its: President

**EXHIBIT C**

**SUBSCRIPTION AGREEMENTS AND POWER OF ATTORNEY**

**EXHIBIT D**  
**SHAREHOLDERS AGREEMENT**

# ORIGINAL

## SHAREHOLDERS AGREEMENT OF VISIONARY BUSINESS WORKS, INC.

This SHAREHOLDERS AGREEMENT (this "Agreement") is made and entered into effective as of the 1 day of December 2011 (the "Effective Date"), by and among STACEY WALES, an individual ("Wales"), TAMMI WIGHT, an individual ("Wight"), JAVIER CANO, an individual ("Cano"), JORGE DE LAS CASAS, an individual ("de las Casas"), ROBERT BRAUER, an individual ("Brauer"), and VISIONARY BUSINESS WORKS, INC., an Arizona corporation (the "Corporation"). The foregoing parties are sometimes collectively referred to herein as the "Shareholders," or individually as a "Shareholder."

### RECITALS

WHEREAS, Visionary Business Works, Inc., an Arizona corporation, was formed on April 30, 2007 as an Arizona corporation pursuant to the Arizona Corporation Act for the purpose of conducting business under Arizona law;

WHEREAS, the Shareholders collectively now own or shall own all of the issued and outstanding common stock of the Corporation (the "Stock");

WHEREAS, by this Agreement, Wales, Wight, Cano, de las Casas, Brauer and the Corporation (each, a "Party" and collectively, the "Parties") desire to establish certain agreements concerning the governance of the Corporation and restrictions concerning the Stock; and

WHEREAS, the Parties intend that, to the extent allowed by law, this Agreement shall supersede any contrary provision in the Articles of Incorporation or Bylaws of the Corporation or prior Resolutions of the Board of Directors of the Corporation.

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

### AGREEMENT

1. GENERAL SCOPE. The above recitals are hereby incorporated by reference and made a part of this Agreement. The Shareholders acknowledge and agree that they hold their shares of Stock subject to the terms and conditions herein set forth.

2. SHAREHOLDER REPRESENTATIONS. Each of the Shareholders represents, warrants and agrees as follows:

2.1 Transfer Restrictions. Each Shareholder agrees that their Stock is subject to restrictions required by law concerning the transfer, assignment and disposition thereof and agrees that any transfer of Stock, if made, shall comply with the terms and conditions of this Agreement.

3. CORPORATE STOCK HELD. The Parties acknowledge that there are currently issued and outstanding one hundred (100) shares of voting common stock of the Corporation, owned as follows:

<u>Shareholder:</u>	<u>Shares:</u>
Wales	51
Wight	25
Cano	10
De las Casas	10
Brauer	4
<b>TOTAL</b>	<b>100</b>

Each Certificate of Stock shall contain written reference to the Stock being restricted as to its transferability pursuant to this Agreement.

3.1 Voting of Shares. Shares may be voted only by the registered Shareholder owning the same. Upon the death or incompetency, such Shares shall not be voted unless transferred to a person or entity pursuant to the terms of this Agreement; such shares transferred and the Shareholder receiving such shares shall be subject to the terms and conditions of this Agreement.

3.2 Joint Ownership. There shall be no joint ownership of Stock, unless expressly agreed in writing to the contrary at the time of issuance by Shareholders majority vote (3 out of 5 votes).

3.3 Issuance of Additional Stock. The Corporation may issue additional Stock only upon such price and terms as are approved of Shareholders majority vote (3 out of 5 votes).

Additional Stock, if any, shall first be offered for issue to the then existing Shareholders in proportion to their ownership upon the same terms and conditions to be offered to new shareholders. In the event some of the offered Stock is not purchased by existing Shareholders within thirty (30) days of such offer, it shall then be offered to existing Shareholders who have purchased the first offered Shares for an additional period of ten (10) days, prior to the remainder being offered to third parties.

4. ADDITIONAL CAPITAL OR LOANS. The Parties agree that none of the Shareholders holding Stock will be responsible to provide additional capital or loans unless expressly agreed to the contrary, in writing, or by a resolution of the Shareholders as provided in Sections 4.1 and 4.2 below.

4.1 Mandatory Capital Contributions. Upon resolution by Shareholders majority vote (3 out of 5 votes) that additional capital contributions are required, then those Capital contributions shall be deemed "Mandatory Capital Contributions" and subject to the terms and conditions of the authorizing resolution and as herein set forth.

4.2 Mandatory Loan Contributions. Upon resolution of Shareholders majority vote (3 out of 5 votes) that required funds be loaned to the Corporation by the Shareholders, such loans shall be deemed "Mandatory Loans," and shall bear interest at not less than eight percent (8%) per annum, compounded annually, with repayment being made by equal monthly installments over a one (1) year period, or upon such other terms and conditions as is expressly stated in the resolutions.

4.3 Failure of Shareholders to Make Mandatory Capital Contributions or Mandatory Loans. In the event a Shareholder fails to make a required Mandatory Capital Contribution or Mandatory Loan on or before the date due, the Corporation shall have the option of any one or more of the following:

4.3.1 To cause the Corporation or the other non-defaulting Shareholders to purchase the defaulting Shareholder's Stock by valuing the Corporation at its Adjusted Book Value (as hereinafter defined) or at some other greater amount determined by Shareholders majority vote (3 out of 5 votes).

4.3.2 To cause the defaulting Shareholder's Stock to be sold to a qualified third party for the amount determined in section 4.3.1.

4.3.3 To sell the Stock of the defaulting Shareholder under the provisions of Section 17 below.

4.3.4 To exercise any other remedy as may be permitted by applicable law.

4.4 Corporation's Purchase. If the Corporation purchases the defaulting Shareholder's Stock, and retains the same as Treasury Stock, any unpaid Mandatory Capital Contribution or Mandatory Loan associated with such Stock shall be assessed on a pro rata basis among the remaining Shareholders according to the number of shares held.

5. DUTIES OF THE PARTIES, POLICIES AND DAY-TO-DAY AFFAIRS. The Corporation shall be operated as is hereinafter set forth.

5.1 Services. The Shareholders shall be available to serve as Directors and Officers of the Corporation. It is also disclosed on this agreement that Javier Cano and Jorge De las Casas may not be able to act as officers on the corporation, and this will not be considered as lack or neglect on the duties and services as shareholders.

5.2 Indemnification and Hold Harmless. Each Shareholder shall indemnify and hold harmless the Corporation, its Shareholders, Directors and Officers, from any liability or claims excluding those for negligence, intentional wrongful acts or omissions of necessary acts by the Shareholder, her employees or agents, as to customers or other third parties, or other Shareholders, unless such matters are caused by the indemnified parties' own negligence or wrong doing.

5.3 Policy Decisions. Policy decisions including, without limitation, matters of Corporate accounts, contracts and other such matters shall be determined by a majority of Directors present or participating, assuming presence of a quorum (a "Majority Decision"), except where this Agreement or the Corporate Articles, Bylaws or applicable law require a greater number.

5.4 Day-to-Day Business. The day-to-day affairs of the Corporation shall be conducted by the Officers of the Corporation as set forth in the Corporate Articles, Bylaws, Resolutions and bylaw, none of which shall be inconsistent with this Agreement.

5.5 Compensation. Any Shareholder, as a Director, Officer or employee providing services to the Corporation, may be compensated in an amount established by the Board of Directors, as funds are available in the Corporation.

6. TITLE TO PROPERTY. Property purchased and/or otherwise transferred to and owned by the Corporation shall be corporate properties and not the property of the Shareholders.

7. MANAGEMENT. The Corporation shall be managed and business conducted by the Board of Directors and Corporate Officers. The management of the Corporation shall be in conjunction with and subject to the terms and provisions herein set forth.

7.1. Directors' Meetings. The Board of Directors shall regularly meet at least quarterly, and as otherwise required.

7.2. Professional Services. The Directors may employ appropriate professional assistance including without limitation, legal counsel and accountants.

The Directors may authorize the engagement by employment or independent contract, of one (1) or more managers, supervisors, administrators or administrative heads and other personnel to conduct any part of the Corporation's business.

8. BANK ACCOUNTS. Bank accounts for the Corporation shall be established and managed as follows:

8.1 General Corporation Accounts. The Corporation shall maintain checking and other accounts in such bank or banks as may be determined by the Directors. The funds of the Corporation shall be deposited into such accounts. Withdrawals from or checks written on such accounts shall be on the signature of those persons designated by the Directors.

8.2 Credit Lines and Borrowing. The Directors may authorize the establishment of credit lines or other loans.

8.3 Other Borrowing. Additionally, loans may be taken in the individual name of a Shareholder for the benefit of the Corporation. In such case, the loans shall be repaid by the Corporation as its own debt or by a Note payable to the obligating Shareholder.

8.4 Personal Guarantees. Insofar as Shareholders have guaranteed loans on behalf of the Corporation, to the extent permitted by law, such personally guaranteed loans shall be paid in preference to any non-personally guaranteed loans of the Corporation.

8.5 Security. The Corporation's property may, in the discretion of the Directors, be used as collateral to secure any loan of the Corporation.

9. RECORDS AND ACCOUNTS. The Corporation shall keep accurate records and accounting of its activities.

9.1 Methods of Accounting. All accounts of the Corporation shall be kept on the accrual basis, unless changed by unanimous resolution of the Directors. Further, a report of accrued expenses and accounts receivables shall be maintained for review by the Shareholders upon request.

9.2 Accounting Year. The Corporation's accounting and income tax reporting year shall end on the 31st day of December.

9.3 Place Where Books and Records are to be Kept. The Corporation's books, records and accounting, and all securities, papers and writings of the Corporation shall be kept at the principal place of business, or in such other place as directed by the Directors. All books, records and accounts of the Corporation shall be open to inspection by all Shareholders.

9.4 Monthly Statements. At the end of each month the books shall be balanced and an operating statement prepared and made available to each Director.

9.5 Annual Accounting. The Corporation's books shall be closed at the end of each accounting year, and statements showing the result of operations prepared and supplied to all Shareholders. Such statements shall be prepared by a Certified Public Accountant. Such statements need not be audited unless the Shareholders majority vote (3 out of 5 votes) directs an audit.

## 10. PROFITS, LOSSES AND INCOME.

10.1 Participation in Profits and Losses. The Shareholders shall participate *pro rata* in all the profits and losses based upon the number of shares of Stock each holds.

10.2 Excess Proceeds. Nothing to the contrary withstanding, distributions shall be made to the Shareholders only from "Excess Proceeds." Excess Proceeds may be derived from sources including, but not limited to, the following:

10.2.1 Cash flow derived from the business and deemed excess over current obligations;

10.2.2 Excesses created by the refinancing of any Note or other lien or security interest of the Corporation or the obtaining of additional financing of corporate property, where it is determined by the Directors that such distribution would be appropriate; and

10.2.3 The sale of any property of the Corporation where it is deemed by the Directors that said monies are not needed for obtaining substitute or additional property.

10.3 Definition of Excess Proceeds. "Excess Proceeds" shall be the difference between the gross receipts derived less: (a) any expenses incurred, including by way of illustration, rents, wages, commissions, professional services, repairs, maintenance, capital improvements or acquisitions, loan repayments due, deposits for reserves; and (b) such reserves as the Directors may determine to be prudent in order to meet the liabilities projected to be incurred.

10.4 Distributions of Excess Proceeds. Distributions of Excess Proceeds shall be determined by the Directors. The amount of any Excess Proceeds, if distributed to the Shareholders, shall be distributed in the same proportions as they share in the Corporation's net profits from operations. The Directors need not make any distributions, unless or until they deem such distributions to be appropriate and in the best interest of the Corporation, unless directed by an affirmative Shareholders majority vote (3 out of 5 votes).

10.5 Life Insurance. As a part of the operating expenses of the Corporation, the Corporation may obtain policies of life insurance on the life of any of the Shareholders, Directors or Officers upon the approval of the Directors.

10.6 Accident and Health Insurance. The Directors may authorize the obtaining of health and accident insurance policies for the officers and employees of the Corporation and for their dependents. These policies may provide for dental, medical, surgical and hospital benefits.

10.7 Gross Income. The term "Gross Income" shall reference income on an accrual basis received from whatever source, as defined by the Internal Revenue Code and under good accounting principles.

10.8 Net Income. "Net Income" shall be determined on an accrual basis, and as used herein, including within Section 17, shall be net cash flow determined by first subtracting from Gross Income received, all operating expenses and costs, interest payments, wages, personnel costs, all general business and administrative expenses, depreciation and other expenditures, as provided under good accounting principles.

10.9 Net Profit. The term "Net Profits" for purposes of distributions to Shareholders shall be on an accrual basis only, and then only from Excess Proceeds.

## 11. LIMITATIONS ON SHAREHOLDERS.

11.1 Restricted Activities. No Shareholder acting solely in her capacity as a shareholder of the Corporation shall bind the Corporation in any manner. Without limiting the generality of the foregoing, without Board approval, no Shareholder shall:

11.1.1 Borrow Money. Borrow money from the Corporation or in the name of the Corporation, whether or not for corporate purposes, or utilize collateral owned by the Corporation as security for such loans;

11.1.2 Compromise Claims. Assign, transfer, pledge, compromise or release any of the claims or debts due to the Corporation, except on payment in full, nor agree to arbitrate or consent to the arbitration of any dispute or controversy of the Corporation;

11.1.3 Transfer Corporation Assets. Make, execute, promise or deliver:

- A. Any assignment for the benefit of creditors;
- B. Any bond, confession of judgment, guaranty, indemnity bond or surety bond; or
- C. Any contract to sell, bill of sale, deed, mortgage or lease relating to any part of the Corporation assets or interests therein.

11.1.4 Purchases, Sales or Encumbrances. Make any or promise any purchases, sales or encumbrances on behalf or in the name of the Corporation.

11.2 Payment of Separate Debts; Payment and Indemnification of the Corporation. Each Shareholder shall appropriately discharge separate debts and personal liabilities incurred by them in a manner which will not jeopardize the Corporation. Furthermore, any Shareholder who has acted in a manner which incurs liability or purported liability to the Corporation, without authorization of the Corporation, shall indemnify and hold harmless the Corporation, and insofar as applicable, the other Party or Parties hereto.

12. NON-COMPETITION AGREEMENT. Each Shareholder agrees that while owning shares of Stock, and for a period of two (2) years after divesting themselves of such Stock, that without the unanimous consent of the Directors, no Shareholder shall build, own, operate, oversee or receive benefit from, directly or indirectly from any business that is competitive with the Corporation and located within a fifty (50) mile radius of any of the Corporation's office(s). Consent of the Directors may be withheld without cause, and need not be given.

Fletronix International, LLC and the members of this LLC Stacey Wales, Jorge De Las Casas and Javier Cano, and the businesses or companies authorized to do business by Fletronix International, LLC will be exempt and not considered as competition.

13. CONFIDENTIALITY AGREEMENT. Each Shareholder agrees that the relationship between the Shareholders is a confidential contract relationship. As a part of that confidential relationship and the trust and repose placed in each Shareholder, each Shareholder is entitled to her right to secrecy arising from the relationship and by principles of good faith and fair dealing. The Shareholders, by their ownership and participation have already received and are continuing to receive written and oral information, including confidential information, proprietary information and interests, trade secrets, know-how, technical and other proprietary information not a part of the public knowledge or literature. This is information that is being made available to the Shareholders or is being provided or developed by the Shareholders and agents providing services to the Corporation. Such information, proprietary interests, trade secrets, know-how, technical and other proprietary information shall be kept in strictest confidence, and shall be subject to the following obligations of each Shareholder:

- A. To keep such written or oral information confidential and secret, and to not, without previous written consent of the Corporation or the other Shareholders, disclose such information to any third party, or, but only as required to carry out her duties, to any employee, leased employee, staff member, visitor or invitee, or only to the Shareholders, Directors, Officers, Administrator and those providing privileged professional services, such as attorneys or accountants.
- B. To confine disclosure of such information to those individuals and persons employed by the Corporation only as is pre-approved or essentially important to carrying out their duties or services. Each Shareholder will act individually and collectively with the other Shareholders, to ensure that such individuals or persons do not disclose any of such information to any individual or person who is not directly associated and/or connected with the Corporation.
- C. To not copy or reproduce such information in any way or for any purpose other than the performance of obligations under this Agreement.
- D. To return and/or destroy all documents, computer and electronic information, audio and video recordings, disks, and any other such memorialization and information to the Corporation on termination of her ownership of Stock.
- E. To not disclose the substance of this Agreement or its subject matter to third parties including, without limitation, the employees of the Corporation, but as is expressly pre-approved by this Agreement, or by the Shareholders majority vote (3 out of 5 votes).
- F. To protect the trade secrets, confidential information, proprietary interests, and technical information of the Corporation from disclosure, which duty shall be perpetual and without termination unless such agreement of non-disclosure and confidentiality has been expressly by reference terminated by subsequent addendum, agreement, or vote as provided herein.

Each Shareholder acknowledges and agrees that the restraint created this Agreement is not greater than that which is necessary to protect the business goodwill, confidential information, trade secrets, proprietary interests, and other proprietary information of the Corporation and its Shareholders.

14. GENERAL RESTRICTIONS ON SALE AND EXCHANGE OF THE STOCK. The Shareholders agree that they shall not sell, transfer, encumber or dispose of their Stock, except under the following terms and conditions:

14.1 Non-Violation of Securities Laws. No sale, transfer or encumbrance of the Stock shall be made which shall be a violation of this Agreement, applicable laws, including the securities laws in the State of Arizona and the United States, nor shall any sale, transfer or encumbrance violate laws regarding the ownership of stock in professional corporations applicable in Arizona.

14.2 Disposition. Unless expressly agreed in writing to the contrary at the time of the issuance of the Stock, a Shareholder shall not dispose of less than all shares of Stock she owns, unless expressly approved by Shareholders majority vote (3 out of 5 votes).

14.3 Termination of Shareholder's Rights. The sale or disposal of all of a Shareholder's Stock shall fully terminate that Shareholder's rights in the Corporation, but such sale shall not terminate the responsibility of the Shareholder to abide by the terms of the Non-Competition and Confidentiality provisions of this Agreement.

14.4 Ownership for Purposes of this Agreement. Each Shareholder shall be considered to be sole holder of her Stock. Shareholders who are married confirm that their spouse has no ownership interest nor voting rights in the Stock, except community property interests established by law, and that their signature hereon binds their marital community.

15. RESTRICTIONS ON VOLUNTARY TRANSFER OF STOCK; OPTIONS.

15.1 Requirements for Transfer. Subject to any restrictions on transferability or ownership of Stock as set forth in this Agreement, each Shareholder shall have the right to transfer all or any part of her Stock ("Transfer"), provided that: (i) the transferee executes a statement that he or she is acquiring such Stock for his or her own account for investment and not with a view to distribution, fractionalization or resale thereof; (ii) the Corporation receives the written acceptance and adoption by the transferee of the provisions of this Agreement, including a representation and warranty that the representations and warranties in Section 2 are true and correct with respect to the transferee; (iii) a transfer fee has been paid to the Corporation sufficient to cover all expenses in connection with the transfer, subject to the Directors' right to waive this fee in their sole discretion, unless expressly agreed in writing to the contrary at the time of the issuance of the Stock; (iv) the Directors approve the Transfer, the granting or denial of which shall be within the sole and absolute discretion of the Directors (provided, however, that approval shall not be required for an involuntary transfer described in Section 16 below; and (v) the Transfer is approved by Shareholders majority vote (3 out of 5 votes).

15.2 Effectiveness of Assignment. No Transfer shall be effective unless and until the requirements of Paragraph 15.1 are satisfied. The transfer by a Shareholder of all or part of her Stock shall become effective on the first day of the calendar month immediately succeeding the month in which all of the requirements of this Section 15 have been met. All distributions prior to the effective date shall be made to the transferor and all distributions made thereafter shall be made to the transferee.

15.3 First Refusal Option Upon Voluntary Transfer. Notwithstanding anything herein to the contrary, if a Shareholder intends to transfer all or any part of her Stock to any person other than the Corporation, she shall give sixty (60) days' written notice (the "Offering Notice") to the Corporation of her intention to do so. The Offering Notice shall state (i) the number of shares of Stock to be transferred, (ii) the name, business and residence address, and telephone number of the proposed transferee, (iii) whether or not the transfer is for a valuable consideration, and, if so, the amount of the consideration

and the other terms of the sale, and (iv) a copy of the purchase agreement, if any. Within sixty (60) days of the Corporation's receipt of the Offering Notice, it may exercise an option to purchase the Stock proposed to be transferred for the price and upon the other terms provided in the Offering Notice. The Corporation may exercise the purchase option granted herein by delivery of written notice of its exercise of the option within the time provided herein to the selling Shareholder, and such sale shall close in accordance with the terms of the Offering Notice. If the Corporation fails to exercise its option to acquire all of the offered Stock, then for a period of sixty (60) days after the close of the Corporation's option period the other Shareholders shall have the right and option to purchase the remaining offered Stock for the price and upon the terms contained in the Offering Notice. Said option to the Shareholders shall be on a pro rata basis among the Shareholders desiring to exercise the option based upon their relative existing Stock in the Corporation. If purchase options as described herein do not result in the sale of all of the offered Stock, then the offered Stock may be transferred within ten (10) days after the expiration of the option periods to the transferee named in the Offering Notice, and upon the terms therein stated. If the transfer is not upon the terms or is not to the transferee stated in the Offering Notice, or is not within the aforesaid ten (10) day period, or the transferor, after the transfer, reacquires all or any portion of the transferred Stock, the Stock transferred shall remain subject to the provisions hereof as if no transfer had been made.

16. INVOLUNTARY TRANSFERS OF STOCK; OPTIONS AND DUTY TO PURCHASE.

There shall be an option or duty of the Corporation and/or an option of the Shareholders (as set forth below), to offer and purchase outstanding shares of Stock upon the following Triggering Events:

16.1 Involuntary Transfer. The following events or occurrences shall be deemed to be "Triggering Events" for purposes of this Paragraph:

16.1.1 The Bankruptcy of a Shareholder. (Optional purchase by the Corporation first, and then optional purchase of any remaining Stock by the other Shareholders.)

16.1.2 The death of a Shareholder. (Mandatory purchase by Corporation.)

16.1.3 The occurrence of Irreconcilable Differences between the Corporation and a Shareholder as hereinafter defined. (Mandatory purchase by Corporation.) Irreconcilable Differences may be determined to exist with respect to the following circumstances: (1) the creation of any major and unusual indebtedness not created in the normal course of business of the Corporation; (2) the sale of any of the principal or major assets of the Corporation normally used in the conduct of its business and of a nature not customarily and routinely sold in the normal course of business; (3) the acquisition of all or a majority interest in any other business whether by asset purchase or otherwise; (4) the merger of the Corporation into another business entity in exchange for shares of the stock of another Corporation or interests in another entity; (5) disagreement concerning the payment of or amount of salaries, fees, commissions or compensation paid or to be paid to the Directors, officers, principal or executive employees or agents of the Corporation; and (6) the performance of duties by a Shareholder for the Corporation. The differences shall be deemed irreconcilable under the previous circumstances if so agreed in writing by the affected Shareholder and the Corporation (as approved by Shareholders majority vote (3 out of 5 votes)), or if after two (2) successive Directors Meetings with the Shareholder conducted within sixty (60) days of each other, the differences are not resolved and the dissenting Shareholder has within ten (10) days after the last meeting served upon the Corporation a written notice that she deems the differences irreconcilable and is initiating or effectuating her right under this subparagraph.

It is disclosed on this agreement the existence of Fleetronix International, LLC and its members Stacy Wales, Jorge De las Casas, Javier Cano and the possibility of new existence in the present and in the future of other companies in other countries related to Fleetronix International, LLC and contracts

signed with other companies, this existence will not be considered a breach on this clause or any other clause on this agreement.

It is also disclosed on this agreement that Javier Cano and Jorge De las Casas may be obligated to act as officers on the corporation, and this will not be considered a lack or neglect on the duties and services as shareholders.

The Shareholder owning Stock subject to a Triggering Event, or said Shareholder's successor or representative, shall have the affirmative duty to immediately notify the Corporation at any time a Triggering Event exists.

In the event of a Triggering Event resulting in the Corporation or Shareholders having the option to purchase Stock upon an involuntary transfer as above set forth from a Shareholder (a "Withdrawing Shareholder"), then (i) for a period of sixty (60) days after the Corporation receives actual notice thereof ("Actual Notice"), the Corporation shall have the option to purchase all or any portion of the Withdrawing Shareholder's Stock, for the price and upon the terms set forth in section 16.3 and, if the Corporation does not exercise its option to purchase all of the Withdrawing Shareholder's Stock, for a period ending sixty (60) days after the close of the Corporation's 60-day option period, the other Shareholders (the "Remaining Shareholders") shall have an option to purchase the remaining Stock which has not been purchased by the Corporation, at the price and upon the terms set forth in section 16.3. Said option to the Remaining Shareholders shall be on a pro rata basis among the Shareholders desiring to exercise the option based upon their relative existing Stock in the Corporation.

#### 16.2 Exercise of Options.

16.2.1 Means of Exercise. The Corporation and the Remaining Shareholders who exercise the options granted by section 16.1 shall do so by giving written notice ("Exercise Notice") of the exercise of their respective options within the time periods provided in this section 16.1 as follows: (i) to each of the Shareholders and the Withdrawing Shareholder's Representative, in the case of an exercise by the Corporation; and (ii) to the other Shareholders, the Corporation and the Withdrawing Shareholder's Representative, in the case of an exercise by the Remaining Shareholders.

16.2.2 Voting To Exercise. Neither the Withdrawing Shareholder, in her capacity as a Shareholder, nor her Representative shall be entitled to vote in the Corporation's determination of whether to exercise any purchase option granted by this Agreement or with respect to any decisions or actions involving the purchase option or the consummation of the exercise thereof.

#### 16.3 Purchase Price and Terms.

16.3.1 Date of Buyout. The "Date of Buyout" for computing the purchase price for shares to be transferred pursuant to this Section 16 shall be the date upon which the Triggering Event first occurs in the event of a mandatory purchase, or in the event of a discretionary purchase, upon the date that the first notice of exercise with respect to the Triggering Event is given.

16.3.2 Amount of Purchase Price. Unless otherwise agreed, the purchase price for each share of Stock to be purchased by the Shareholders or the Corporation shall be the greater of (i) the Adjusted Book Value as determined by a certified valuation expert mutually agreed on by the shareholders and the majority vote of the remaining shareholders thereof at the Date of Buyout, or (ii) the Net Income of the Corporation (determined by the accountants of the Corporation in the normal course of their work for the Corporation and on a basis consistent with past practices, but adjusted for non-

recurring, extraordinary and personal use expenses such as vehicles), divided by the total number of shares of Stock outstanding (adjusted for subsequent events as if the Withdrawing Shareholder was still a shareholder upon events such as mergers, consolidations, recapitalizations, etc.), multiplied by a multiplier, which multiplier shall be the number "3" for Triggering Events.

The Net Income used to determine the purchase price (if applicable) shall be based on one-third (1/3) of the Net Income for the twelve (12) months immediately preceding the Date of Buyout, one-third (1/3) of the Net Income during the twelve (12) months immediately subsequent to the Date of Buyout, and one-third (1/3) of the Net Income of the Thirteenth (13) through the Twenty-fourth (24) month following to the Date of Buyout.

Thus, the purchase price shall be determined as follows: 1/3 of 3 times the Net Income per share for the twelve (12) months prior to the Date of Buyout, plus 1/3 of 3 times the Net Income per share for the twelve (12) months following the Date of Buyout, plus 1/3 of 3 times the Net Income per share of the second twelve (12) months following the Date of Buyout.

16.3.3 Terms of Payment. Unless otherwise agreed, the purchase price of the Stock shall, at election of the purchaser exercised prior to closing, be paid in the manner set forth in either 16.3.3(a) or 16.3.3(b) below:

16.3.3(a) Payment by Note as follows:

Down Payment. Delivery of not less than twenty-five (25%) of the purchase price by certified or cashier's check at the time of Closing, in the discretion of the buyer; and

Balance. Delivery of the Corporation's (and/or purchasing Shareholder's) non-negotiable Promissory Note (the "Note") and personal guarantee from each shareholder for the balance of the purchase price. The Note shall provide for its principal balance together with computed interest to be adjusted per the terms of Section 16.3.2 above on the first and second anniversary of the Date of the Buyout as the net incomes for the 12 months then ended becomes known. The Note shall bear simple interest compounded annually at the prime rate of interest in effect at Wells Fargo Bank - Arizona, on the Date of Buyout or ten percent (10%) per annum, whichever is the less, shall be payable in equal monthly payments including interest over a five (5) year period (or lesser period at the purchaser's option) and shall be reasonably secured. The Maker of the Note shall have the right to prepay all or any portion of the Note without penalty. All payments shall be applied first to accrued and unpaid interest and the balance, if any, to the reduction of principal. However, no distributions or loan repayments to any remaining shareholders shall be paid until the withdrawing shareholder's note for the balance is paid in full plus accrued interest.

16.3.3(b) Payment by Lump Sum as follows:

The purchaser may elect to pay an amount per share equal to one-third (1/3) of the Net Income per share for the prior year at Closing; one-third (1/3) of the Net Income per share for the first twelve (12) months following the Date of Buyout within thirty (30) days of receipt of the Notice of that amount; and one-third (1/3) of the Net Income per share for the second twelve months following the Date of Buyout within thirty (30) days of receipt of the Notice of that amount.

16.4 Closing. The Closing for the purchase of Stock shall occur no later than the

following:

16.4.1 Ninety (90) days from the date of the Shareholder's death where the sale occurs under Sections 16.1.2.

16.4.2 Thirty (30) days after the last notice of exercise of an option to purchase if the purchase is for any other Triggering Event.

16.5 Modifications. Notwithstanding anything herein to the contrary, the purchase price, terms and other conditions of sale set forth herein may be modified by the express agreement of the Parties to this Agreement, and any modification involving the Corporation must be approved by Shareholders majority vote (3 out of 5 votes).

16.6 Distributions to Shareholders on Mandatory Sales. Notwithstanding anything herein to the contrary, any Excess Proceeds which have been designated for distribution, but have been held or delayed from distribution as of the date of a Shareholder's death, or any other required purchase hereunder, shall be distributed to the selling Shareholder being required to sell or the Shareholder's Estate, as funds in addition to the purchase price and without any offset to the purchase price.

16.7 First Refusal Option Upon Involuntary Transfer. If a Shareholder intends to transfer all or any part of her Stock, the other Shareholders shall have the right and option to purchase the offered Stock and shall be on a pro rata basis among the Shareholders desiring to exercise the option based upon their percentage of existing Stock in the Corporation for the price and upon the terms listed in 16.3.3.

## 17. INSURANCE FUNDING FOR STOCK PURCHASE.

17.1 Life Insurance. As funds are available in the Corporation, each Shareholder shall make herself available for examination for life insurance purposes. The Corporation may purchase life insurance in an amount up to the value of the Stock owned, plus loans of the Corporation which are guaranteed, by the Shareholder. These amounts may be increased upon agreement of Shareholders majority vote (3 out of 5 votes).

17.2 Authorization. The Board of Directors is authorized to obtain said insurance on the lives of the Shareholders. This insurance may be owed directly by the Corporation or held in a Trust for its benefit.

17.3 Sale of Insurance. The Corporation may, upon an approval of the Board of Directors and of Shareholders majority vote (3 out of 5 votes), sell the life insurance policy on a Shareholder who has disposed of all her Stock in the Corporation, to such ex-Shareholder.

17.4 Insurance proceeds. All insurance proceeds shall be first secured to purchase the deceased shareholder's stock and to satisfy in full the deceased shareholder's beneficiaries. Neither the corporation nor the shareholders may use any of the life insurance proceeds for any other reason except first compensating the deceased shareholder's beneficiaries for the value of such stock as determined on section 16 of this agreement. The corporation may use any existing balance after the deceased shareholder's beneficiaries are compensated in full.

18. ADDITIONAL DEFINITIONS. As used herein, the following terms shall have the following meanings unless specifically stated otherwise:

18.1 Adjusted Book Value. "Adjusted Book Value" shall be determined by the Corporation's regularly employed accountants using their normal accounting principles generally applied to the Corporation, but employing the accrual method of accounting (with an allowance for uncollectible items), except that:

18.1.1 Insurance Policy Value. Insurance policies owned by the Corporation shall be valued at their net cash surrender value (net of any loans against such policies).

18.1.2 Insurance Proceeds. Any and all insurance proceeds paid or payable to the Corporation by reason of the death of the Shareholder resulting in such valuation shall be excluded, but the cash surrender value of the insurance policies producing such proceeds (net of any loans against such policies) shall be included in the Adjusted Book Value.

18.1.3 Goodwill. No amount shall be included for the Corporation's goodwill.

18.1.4 Property. Real estate, if any, the improvements thereon, furniture, fixtures, leasehold improvements, machinery, equipment and inventory shall be valued at their fair market value on the valuation date, as determined by an appraiser appointed by the joint written direction of the selling and purchasing parties as promptly as possible following the valuation date and not at their value as shown on the Corporation's books of account.

18.1.5 Subsidiaries. The value of the Corporation's investment in subsidiaries, if any, shall be determined in the same manner and subject to the same exceptions and general accounting principles as herein set forth for determining the Adjusted Book Value of the Corporation rather than upon the investment in subsidiaries as reflected on the Corporation's books of account.

18.2 Bankrupt or Insolvent. A Shareholder shall be deemed to be "Bankrupt or Insolvent" in the event of any of the following circumstances:

18.2.1 She is adjudicated a bankrupt;

18.2.2 She files a Voluntary Petition under Chapter VII of the Bankruptcy Act or makes an assignment to her creditors;

18.2.3 She makes an assignment of Stock for the benefit of her creditors;

18.2.4 She permits her Stock to be attached by legal process and such attachment is not set aside within ninety (90) days; or

18.2.5 She permits or consents to the sale of her Stock pursuant to execution.

19. RESIGNATION AS OFFICER OR DIRECTOR. Upon a Shareholder voluntarily or involuntarily terminating her interest as a shareholder in the Corporation, or upon the occurrence of a Triggering Event, said Shareholder shall automatically be deemed to have resigned as an Officer and Director of the Corporation, unless expressly agreed to the contrary by the Board of Directors.

20. ENDORSEMENT OF STOCK CERTIFICATES. Each Certificate of Stock now or hereafter held by the Shareholders, shall be endorsed on the back thereof with a legend in substantially the following form:

This Stock is not registered, and its transferability is limited. This Certificate of Stock and the Shares represented hereby are held subject to restrictions and subject to obligations contained in a Shareholders Agreement among the Corporation and its Shareholders, and all Amendments thereto, and may not be transferred except in accordance with the terms and provisions thereof and as permitted by law. THERE ARE PROVISIONS FOR REQUIRING ADDITIONAL CONTRIBUTIONS OF CAPITAL TO BE MADE BY OWNERS OF THIS STOCK. A copy of the Shareholders' Agreement will be furnished by the Corporation upon written request of a proposed purchaser and/or other person entitled as a matter of law to have copy thereof.

21. SUBCHAPTER S. The Shareholders shall continue the Internal Revenue Code Subchapter S election unless agreed by a majority of the Shareholders to the contrary.

22. MODIFICATIONS AND TERMINATIONS. This Agreement may only be amended or modified upon unanimous consent of the Parties hereto. Any amendment shall be in writing and executed by all of the Parties. In the event that any other corporate documents contain terms or provisions contrary to this Agreement, the terms of this Agreement shall prevail, unless prevented by law. This Agreement shall automatically terminate upon dissolution of the Corporation.

23. NOTICES AND PAYMENTS. Any notice and/or payment required herein shall be sent or delivered to the Parties at the addresses set forth below, or such other address as shall hereafter be designated by notice. Any notice shall be in writing and shall be personally served, delivered by courier, or sent by United States Mail (Return Receipt Requested). Notice shall be deemed given upon five (5) days from sending or upon actual personal receipt, whichever is the sooner. The present addresses for notices are as follows:

If to the Corporation:	VISIONARY BUSINESS WORKS, INC. 2350 East Germann Road Suite 37 Chandler, Arizona 85286
If to Wales:	Stacey Wales 3405 East Aris Drive Gilbert, Arizona 85298
If to Wight:	Tammi Wight 24924 North 118 <sup>th</sup> Street Scottsdale, Arizona 85255
If to Cano:	Javier Cano 2520 East Encinas Avenue Gilbert, Arizona 85234
If to Casas:	Jorge de las Casas 3636 East Inverness Avenue, # 2095 Mesa, Arizona 85206

If to Brauer: Robert Brauer  
108 East Wood Drive  
Phoenix, Arizona 85022

With a copy to: Troy A. Wallin, Esq.  
WALLIN HARRISON, PLC  
1425 South Higley Road  
Suite 104  
Gilbert, Arizona 85296

24. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof and no representations, promises, agreements or understandings, written or oral, not contained herein shall be of any force or effect. No change, modification or waiver of any provision of this Agreement shall be valid or binding unless it is in writing and signed by the Parties.

25. ADDITIONAL INSTRUMENTS. Each of the Parties shall from time to time at the request of the Directors execute, acknowledge and deliver to the other Parties any and all other instruments that may be reasonably required to give full force and effect to the provisions of this Agreement. Such additional instruments shall be given without undue delay.

26. CAPTIONS OF AGREEMENT AND REFERENCE. The captions of this Agreement are for convenience only, and shall in no way be held to modify the interpretation, construction or meaning of any part of this Agreement.

27. WAIVER. The failure of any Party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

28. PARTIAL INVALIDITY. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

29. CONSTRUCTION.

29.1 Equality of Parties. This Agreement shall not be construed for any Party or Parties against any other Party or Parties. All Parties shall be deemed equal hereunder, except that in the event of ambiguity or contradiction in terms, it shall be construed to restrict transferability of Stock per the terms hereof.

29.2 Tense and Gender. The use of the masculine, feminine or neuter pronoun, singular or plural, herein shall be construed to be the appropriate reference applicable as the case may be.

29.3 Time is of the Essence. Time is of the essence in all matters of this Agreement.

30. VOLUNTARY EXECUTION. The provisions of this Agreement have been read by the respective Parties and each Party acknowledges that the Agreement is fair and equitable, that it is being entered into voluntarily, and that it is not the result of any duress or undue influence. Each Party acknowledges that she may seek independent counsel and has done so or has waived such right. The Parties also acknowledge that they have not relied upon counsel or accountants for the Corporation for advice concerning this Agreement or the tax consequences to them hereunder.

31. ATTORNEYS' FEES AND COSTS. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover actual attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which she or it may be entitled.

32. SITUS. This Agreement shall be construed and governed in accordance with the laws of the State of Arizona. Any dispute shall be heard in Maricopa County, Arizona.

33. COUNTERPARTS. This Agreement may be signed in counterparts, and all such counterparts taken together shall constitute one agreement.

34. BINDING EFFECT. Except as otherwise stated herein, all of the provisions of this Agreement shall be binding upon the successors, assigns, heirs, executors and administrators of the Parties.

35. CONSENT OF SPOUSES. The undersigned spouses of the Shareholders who are Parties to this Agreement, hereby declare that they have read the Agreement in its entirety, and being fully convinced of the wisdom and equity of its terms, and in consideration of the premises and of the provisions of this Agreement, the undersigned hereby express their acceptance and do agree to its provisions. The undersigned further agree that in the event of the death of their respective spouses, the dissolution of their respective marriages or any other occurrence contemplated by this Agreement, the provision of this Agreement shall be binding upon them to the extent of any interest which they may have in the Corporation. The undersigned further agree that they will at any time make, execute and deliver such instruments and documents which may be necessary to carry out the provisions of this Agreement. This instrument is not a present transfer or release of any rights which the undersigned may have in any of the community property of their respective marriages.

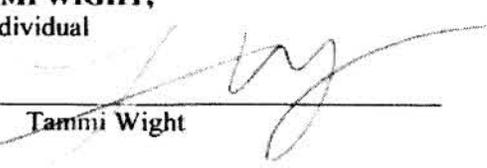
IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the Effective Date first above written.

**STACEY WALES,**  
an individual

By:  Stacey Wales

  
By: Timothy Wales,  
Spouse of Stacey Wales,  
as applicable

**TAMMI WIGHT,**  
An individual

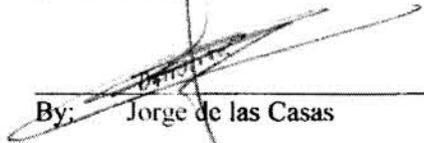
By:  Tammi Wight

  
By: James Wight,  
Spouse of Tammi Wight,  
as applicable

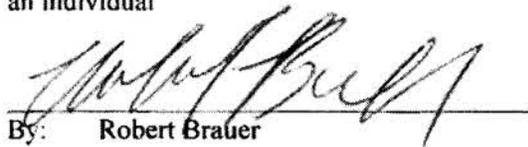
**JAVIER CANO,**  
an individual

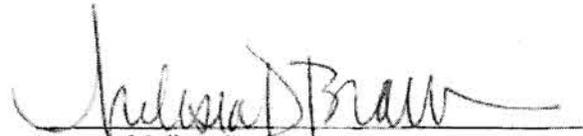
  
\_\_\_\_\_  
By: Javier Cano

**JORGE DE LAS CASAS,**  
an individual

  
\_\_\_\_\_  
By: Jorge de las Casas

**ROBERT BRAUER,**  
an individual

  
\_\_\_\_\_  
By: Robert Brauer

  
\_\_\_\_\_  
By: Melissa Brauer,  
Spouse of Robert Brauer,  
as applicable

**VISIONARY BUSINESS WORKS, INC.,**  
an Arizona corporation

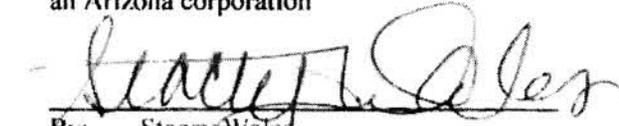
  
\_\_\_\_\_  
By: Stacey Wales  
Its: President

EXHIBIT 9

**Business Meeting Minutes**

Friday, February 7, 2014

**Location:** 2727 W. Frye Road, #120, Chandler, AZ 85224  
**Meeting:** Scheduled 3-5 PM. 3:25 PM actual start time – 6:49 PM.  
**Present:** Stacey Wales, Tim Wales, Javier Cano, Jorge de las Casas, Tammi Wight, JW Wight, Greg Forshey, Mark Johnson B2B CFO

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**I. Chief Executive's Report**

- a. Rob Brauer fraud
  - i. Chandler PD police report filed for \$249,420 Rob took (not \$60k like previously estimated)
  - ii. Insurance claim filed/received \$25,000; insurance company is prosecuting Rob for the claim amount
  - iii. Revoke his 4% shares – voted on at last meeting but need attorney to legally do (Tammi recalls the vote to revoke his shares at her house in Feb 7, 2013).
- b. Employee update
  - i. Hired B2B CFO, Mark Johnson, August 2013 for \$400/week
  - ii. Fired Scott Smith in Sept 2013 due to lack of performance/results and exposed performance during financial analysis with Mark Johnson
  - iii. Hired bookkeeper Jennifer Storm, Sept 2013 to bring books up to speed from January 2013 and maintains them monthly for \$300/mo.
  - iv. Fired Betty Kester week of Feb 2, 2014 for budgetary reasons
- c. Greg Forshey
  - i. Introduction to Greg; review credentials
  - ii. Came aboard Sept 2013 in an operational support capacity – no monetary exchange (no salary or investment)
  - iii. 4% shares revoked from Rob to be issued in exchange for executive operational support
  - iv. Greg moving into COO role and Tim moves to VP of Sales role
- d. Reduced expenditures
  - i. Employee count reduction (about \$10k in payroll liability down to about \$3k)
  - ii. Unpaid intern summer of 2013 (Cherish Porter) & Q1 2014 (Chris Pelkey)
  - iii. New office space for Aug 15, 2013 to reduce spend from \$3800 to \$2300
  - iv. Changed cell carrier to reduce costs (from AT&T to Sprint) from about \$1200 to about \$550

**II. Sales & Marketing Report**

- a. Sales update
  - i. Internal sales very slow in 2013
    - 1. 279 new units in 2013
      - a. 105 units – cash deals
      - b. 110 units – Brickhouse deals (ceased leases in Sept 2013)
      - c. 64 units – internal lease deals (ceased leases in Aug 2013)
    - 2. Brought in a sales coach (Mike Goodman) for \$300/mo – started in Jan 2014

- a. Helped identify flaws in our sales process from initial cold-call approach to quoting process through follow-up process.
3. Greg performed an in-depth competitor analysis and found that our pricing is very competitive with our competitors. Our competitors do offer better leases than we can.
4. Breakeven with current expenses and overhead is 250 cash units
- ii. Partners/Resellers
  1. Verizon partnership – they purchased a fleet management software company in 2013 and started cannibalizing some of our customers and slowed down sales with us. They are revamping their operations and really would like us to push them again. One problem is that their data bill is twice as much as our data bill with Raco and their GenX hardware unit is 30% higher.
  2. Sprint partnership – new partnership launching Q1 2014 (after soft-launch in Q4 2013). Their data pricing is approx \$1.50 per unit versus about \$3 with Raco though the GenX unit is about 30% more than the Raco GenX unit. Over time, they are cheaper. Current hurdle: need to setup the VPN with sprint so we can launch clients on their network.
- iii. International
  1. Stagnant – virtually no sales in 2013. Virtually no revenue for International
    - a. Javier states that they may benefit from a much more basic software package versus an all-inclusive suite (like we sell now)
- iv. Government schedules
  1. Plans to get on GSA government contract awards schedule (at cost of \$3,500 and it will take 3-5 months)
  2. Plans to get on WSCA state government schedule – joining with Sprint's partnership
- v. Plans for 2014
  1. Move Tim to sales in a fulltime capacity
  2. Repurpose Steve to also do sales in downtime
  3. Chris (intern) performing sales cold calls
  4. Hired sales coaching firm (RevenueKenetics) for monthly sales meetings
  5. Finalize definition of "packages" to sell to clients in a tiered functionality/pricing model (instead of an all-inclusive suite as our only option)
- b. Marketing update
  - i. Rebrand message on website/marketing materials
    1. With analysis and changes we have made, we are now ranking on Google search engines, where we weren't for a long while (after Google revamped their SEO criteria)
    2. Next steps are:
      - a. To call our current customers to find out how they are using our software and what problem(s) it solves for them.
      - b. To finalize and implement our marketing message on website and marketing materials to aid sales.

**III. Financial Report**

- a. Previous financing options/capital raising opportunities have pretty much halted without collateral or Personal Guarantee
- b. Reclassed sales revenue from leases to spread over the lease term – this impacted 2012 and 2013. (We left 2011 alone since taxes had already been filed and it didn't change things much in 2011 since there weren't that many leases.)
- c. Financial Update & 2013 Review (see Balance Sheet and Profit & Loss for 2013 and yearly comparisons)
  - i. Burning \$6300/month in operating expenses; residual income is \$15,313
  - ii. Need 250-300 units to break even on monthly overhead
    - 1. We have 802 active units; 279 of those were new units added in 2013
  - iii. Our margins are about 30%
- d. Margins have increased due to decreased expenditures; we are running leaner
- e. Payroll tax burden for 2012 & 2013 is \$69,000 (~\$26k for 2012, ~\$43k for 2013)
  - i. Next steps is to start paying tax currently – stop the bleeding – and then start paying it back for missing quarters in a payment plan situation.
  - ii. JW's question is around personal liability for any owner with >20%. Mark stated that the IRS will most likely come after the managers first, in a pecking order.
  - iii. JW's next question was about why we are recording payroll for Stacey and Tim as payroll (which impacts payroll tax liability) instead of recording it as a draw or distribution (the executive team and Mark conceded that if we record it that way, then the rest of the owners would rate the same amount of a draw or distribution based on their ownership percentage – and there's not enough money in the company to do that).
- f. Need funds to bring on additional professional resources:
  - i. CPA (to redo and file 2012, 2013 taxes)
  - ii. Attorney (Dan Packard) – we have special pricing from him; he offered a payment plan "as we go" so we can control what we spend and he does not require a retainer (to revoke Rob's stock, put in Greg's name, go after Wallin Harrison for companies they created "illegally" under Rob and review contracts with Verizon and Sprint and customer contracts.)
- g. SBA loan – we are 3 months behind on payments but we have put in a 6 month deferment loan request, which is being processed
- h. Agility loan has 12 payments left at \$3755 - Maturity date is October 2014 – we are currently 4 months behind.

**IV. Development Report**

- a. Application development update
  - i. Development with new firm, DreamOrbit, has halted due to outstanding bill of \$45,000
  - ii. Need development to finish DOT logs and oil industry/generators functionality

**V. Legal Report**

- a. Legal update
  - i. Found and would like to hire new counsel (Dan Packard)
  - ii. Revoke Rob's 4%; issue to Greg

**VI. Administrative Action Items**

- a. Re-vote to revoke Rob's 4% shares, just to be sure that we are all in agreement (since JW doesn't recall this vote in Feb 7, 2013 at the Wight's house).
  - i. Aye: unanimous 4 (Jorge, Javier, Tammi, Stacey)
  - ii. Nay: none
- b. Vote to install Greg as a board member to attend the meetings
  - i. Aye: unanimous 4 (Jorge, Javier, Tammi, Stacey)
  - ii. Nay: none
- c. Vote to install Greg as a voting board member
  - i. Aye: 1 (Stacey)
  - ii. Nay: 3 (jorge, javier, Tammi)
    1. Review/revote on a voting Board member at the next formal meeting
- d. Vote to grant Greg 4% shares
  - i. Aye: unanimous 4 (Jorge, Javier, Tammi, Stacey)
  - ii. Nay: none
- e. Vote on frequency of financial review Board Meetings to be every 6 months for the next year and then reassess the frequency
  - i. Aye: unanimous 4 (Jorge, Javier, Tammi, Stacey)
  - ii. Nay: none
- f. Vote post formal financials quarterly to SharePoint (P&L and Balance Sheet) and have a review call.
  - i. Aye: unanimous 4 (Jorge, Javier, Tammi, Stacey)
  - ii. Nay: none
- g. Vote to post "dashboard" sales metrics monthly (new sales closed, lost clients, monthly figure of active units and residual \$ amount)
  - i. Aye: unanimous 4 (Jorge, Javier, Tammi, Stacey)
  - ii. Nay: none

**VII. Other Business**

- a. Old
- b. New
  - i. Determine next bi-annual meeting – early August 2014 and early February 2015
  - ii. Fundraising ideas? Should we vote for a capital call?
  - iii. Exit strategy for anyone that wants out – is this a topic we should explore putting a plan together for?
  - iv. JW, Jorge & Javier – would like quarterly meetings and more shared information more frequently
- c. Announcements

**VIII. Roundtable Evaluation of Meeting****IX. Review of Actions from Meeting**

- Send out a copy of Greg's competitor analysis compared to what we do
- Greg to survey current customers to find out what they are using and what problems we solve

- Perform analysis (Steve or Chris) of current customers' usage in the application (how frequently they login, what functions they are using/have setup in the application)
- Finalize sales/marketing value proposition message once customer analysis is completed.
- Post financials and leases/analysis spreadsheets to the SharePoint or email them out.
- Post quote from Dan Packard to the SharePoint.
- Obtain quote from CPA prior to hiring any for 2012 and 2013 taxes.

**X. Adjourn**

EXHIBIT 10

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

for

Omnivations, LLC

A Manager Managed Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") is made and entered into this 26th day of February, 2014, by and between the individuals or business entities admitted to Omnivations, LLC, a Texas limited liability company, (the "Company") as a member. These individuals and/or business entities shall be known as and referred to as "Members", individually as a "Member" and collectively as the "Membership." As of the date of this Agreement, the Members of the Company and their respective membership interests are as follows:

<u>Member Name</u>	<u>Percentage Interest</u>
UN2JC Capital Group, LLC	40%
Visibility Technology Solutions, LLC	30%
John Berg	10%
Richard Christie	10%
Timothy J. Harrington	10%
TOTAL:	100%

The Company was formed on February 26, 2014. The Company was formed under the laws of the State of Texas. Accordingly, in consideration of the terms and provisions contained herein, the Members agree as follows:

ARTICLE I

Company Formation and Registered Agent

1.1 **FORMATION.** The Members hereby form a limited liability company ("Company") subject to the provisions of the Texas Limited Liability Company Act, in effect at the time of the initial filing of the Certificate with the Office of the Secretary of State of the State of Texas (the "Act"), and as thereafter amended from time to time. A Certificate of Formation has been filed with the Texas Secretary of State.

1.2 **NAME.** The name of the Company is: **Omnivations, LLC**

1.3 REGISTERED OFFICE AND AGENT. The location of the registered office of the Company shall be:

Registered Agent: Troy Brown  
Registered Office: Troy Brown, P.C.  
5400 Suncrest, Bldg. C., Ste. 5,  
El Paso, Texas, 79912

1.4 TERM. The Company shall continue for a period perpetual or for the maximum term allowed by law unless dissolved by:

(a) Members whose capital interest as defined in Article 2.2 exceeds 70 percent vote for dissolution; or

(b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or

(c) Any other event causing dissolution of a limited liability company under the laws of the State of Texas.

1.5 BUSINESS PURPOSE. The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be formed under the limited liability statutes of the State of Texas.

1.6 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the Company shall be:

5400 Suncrest, Bldg. C., Ste. 5,  
El Paso, Texas, 79912

or at such other place as the Manager from time to time selects.

1.7 THE MEMBERS. The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.

1.8 ADMISSION OF ADDITIONAL MEMBERS. Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior written consent of 75% of the voting interest of the Membership.

ARTICLE 2  
Capital Contributions

2.1 INITIAL CONTRIBUTIONS. The Members have contributed to the Company capital as described in Exhibit 3 attached to this Agreement. The agreed value of such time and effort, property and/or cash is set forth in Exhibit 3.

2.2 ADDITIONAL CONTRIBUTIONS. Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE 3  
Profits, Losses and Distributions

3.1 PROFITS/LOSSES. For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 3 as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 DISTRIBUTIONS. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE 4  
Management

4.1 MANAGEMENT OF THE BUSINESS. The Members hereby unanimously elect **John M. Warren** and **Stacey Wales** as the Managers of the Company. The place of residence of the Managers is attached as Exhibit 1 of this Agreement.

4.2 MEMBERS. The liability of the Members shall be limited as provided under the Act. Members shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be deemed to be an agent of any other Member of the Company solely by reason of being a Member.

4.3 POWERS OF THE MANAGER. The Managers are authorized on the Company's behalf to jointly make all decisions as to (a) the sale, development lease or other

disposition of the Company's assets in the ordinary course of business; (b) the purchase or other acquisition of other assets of all kinds in the ordinary course of business; (c) the management of all or any part of the Company's assets in the ordinary course of business; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets in the ordinary course of business; (f) the compromise or release of any of the Company's claims or debts in the ordinary course of business; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of management powers, the Manager is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets in the ordinary course of business; (b) all checks, drafts and other orders for the payment of the Company's funds in the ordinary course of business; (c) all promissory notes, loans, security agreements and other similar documents in the ordinary course of business; and, (d) all other instruments of any other kind relating to the Company's affairs in the ordinary course of business, whether like or unlike the foregoing.

4.4 MANAGERS. The Managers shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Members.

4.5 NOMINEE. Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.6 COMPANY INFORMATION. Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Managers' possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at a convenient time and at the requesting Member's expense.

4.7 EXCULPATION. Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.

4.8 INDEMNIFICATION. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, a Manager of the Company, an employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members

determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.9 RECORDS. The Managers shall cause the Company to keep at its principal place of business the following:

(a) a current list in alphabetical order of the full name and the last known street address of each Member;

(b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) copies of any financial statements of the limited liability company for the three most recent years.

#### ARTICLE 5 Compensation

5.1 MANAGEMENT FEE. The Managers rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

5.2 REIMBURSEMENT. The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

#### ARTICLE 6 Bookkeeping

6.1 BOOKS. The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.

6.2 MEMBER'S ACCOUNTS. The Managers shall maintain separate capital and distribution accounts for each Member. Each Member's capital account shall be

determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

(a) any additional capital contribution made by him/her/it;

(b) credit balances transferred from his distribution account to his capital account; and decreased by:

(a) distributions to him/her in reduction of Company capital;

(b) the Member's share of Company losses if charged to his/her/its capital account.

6.3 REPORTS. The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each Member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

## ARTICLE 7

### Transfers

7.1 ASSIGNMENT. If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company to a *bona fide* purchaser, whether a member or non-Member, then such selling Member shall give notice of the prospective sale to the other Members. The other Members shall then have ten (10) business days to make a counter-offer if any of them so choose. Counter-offers may be made by individual Members or in coordination with other Members. All counteroffers shall be on like terms to, but in a larger dollar amounts than, the original offer. The selling Member shall then have ten (10) business days to obtain an additional counteroffer. If an additional counteroffer is obtained, the cycle begins again. If no additional counteroffer is obtained within the requisite time period, then the interest is deemed sold pursuant to the terms of the counteroffer. If 75% of the voting interest of the Membership fails to consent to a sale to a non-Member (which consent shall not be unreasonably withheld), then the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall have all responsibilities of the selling Member under this Agreement, but shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which the selling Member would otherwise be entitled. No confidential information of the company may be shared with any non-Member without the unanimous consent of the Membership.

## ARTICLE 8

### Voting

8.1 All acts of the Company not entrusted to the Managers under Section 4.3 of this Agreement shall require a vote of no less than 75% of the voting interest of the Membership.

## ARTICLE 9

### Miscellaneous

9.1 Notices. Any and all notices, requests, elections, consents or demands permitted or required to be made under this Agreement shall be in writing, signed by the Member giving such notice, request, election, consent or demand, and shall be delivered personally, or sent by registered or certified mail, or by overnight mail, Federal Express or other similar commercial overnight courier, to the other Member or Members at their addresses set forth in Schedule A, and, in the case of a notice to the LLC, at the address of its principal office as set forth in Article I hereof, or at such other address as may be supplied by written notice given in conformity with the terms of this Section 8.1. The date of personal delivery, three days after the date of mailing, the business day after delivery to an overnight courier, as the case may be, or the date of actual delivery if sent by any other method, shall be the date of such notice.

9.2 Successors and Assigns. Subject to the restrictions on transfer set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors-in-title, heirs and assigns, and each and every successor-in-interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure, or by any other method, shall hold such interest subject to all of the terms and provisions of this Agreement.

9.3 Amendments. Except as otherwise specifically provided in this Agreement, this Agreement may be amended or modified only by a majority vote of the membership interest of the Company.

9.4 Partition. The Members hereby agree that no Member nor any successor-in-interest to any Member, shall have the right while this Agreement remains in effect to have the property of the Company partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the Company partitioned, and each Member, on behalf of itself, its successors, representatives, heirs and assigns, hereby waives any such right. It is the intention of the Members that during the term of this Agreement, the rights of the Members and their successors-in-interest, as among themselves, shall be governed by the terms of this Agreement, and that the right of any Member or successor-in-interest to assign, transfer, sell or otherwise dispose of his interest in the Company shall be subject to the limitations and restrictions of this Agreement.

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

9.6 Arbitration. Notwithstanding any other language in the Agreement, at the option of the Company, any dispute between any Member and the Company relating to the Company in any way may be submitted to binding arbitration by a single arbitrator in accordance with the rules of the American Arbitration Association. Such arbitration shall be conducted in El Paso County, Texas. All fees and costs of such arbitrator shall be shared equally by the parties thereto. Any arbitration award rendered therein may be entered as a judgment in the courts of general jurisdiction in the courts of El Paso County, Texas. The prevailing party in any such arbitration shall be awarded costs and attorney fees incurred therein and in the enforcement of any award/judgment.

9.7 Entire Agreement. This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions, negotiations, statements, opinions, promises or representations, if any, relating to the subject matter hereof. No Member has entered into this Agreement in reliance upon any discussions, negotiations, statements, opinions, promises or representations other than those expressly set forth in this Agreement. No amendment or modification of this Agreement shall be enforceable unless same is reduced to writing and signed by the party to be charged.

9.8 Captions. Titles or captions of Articles or sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

9.9 Counterparts. This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members notwithstanding that all Members have not signed the same counterpart.

9.10 Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws principals; that Lessor shall be subject to, and hereby submits to, personal jurisdiction and venue in the State of Texas, County of El Paso, in connection with this Agreement; and that the only forum for any civil action in connection with this Agreement will be a court of general jurisdiction in the State of Texas, County of El Paso.

9.11 Independent Advise. Each Member has been advised to seek independent counsel before entering into this Agreement. With input from all Members, this Agreement was drafted by Timothy J. Harrington, a member of the Company. Each Member consents to

such draftsmanship and represents that such Member has not looked to Mr. Harrington for legal advice in connection with this Agreement. Each Member hereby expressly waives any conflict of interest, if any there be, with respect to Mr. Harrington and the draftsmanship of this agreement.

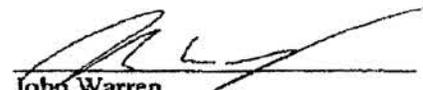
9.12 Gender, etc. In the case of all terms used in this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

9.13 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member or of the Company or any other third party other than a Member who is a creditor of the Company.

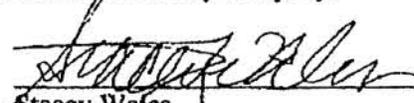
9.14 Transfer. Any Member may transfer his/its interest to a limited liability company wholly owned by the Member, to trust of which the Member is the sole trustee or to a business entity with the identical ownership as the Member.

This Operating Agreement is signed and effective this 26th day of February, 2014.

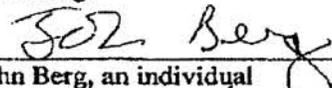
<u>Member</u>	<u>Membership Interest</u>
UN2JC Capital Group, LLC, a Texas limited liability company:	40%

By:   
Name: John Warren  
Title: Member

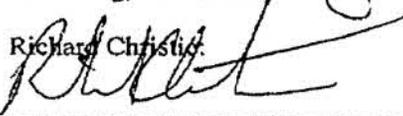
Visibility Technology Solutions, LLC, an Arizona limited liability company:	30%
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By:   
Name: Stacey Wales  
Title: Member

John Berg:	10%
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John Berg, an individual

Richard Christie:	10%
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Richard Christie, an individual

Timothy J. Harrington:

10%

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Timothy J. Harrington, an individual

**TOTAL:**

**100%**

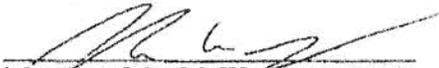
Exhibit 1 to LIMITED LIABILITY COMPANY OPERATING AGREEMENT

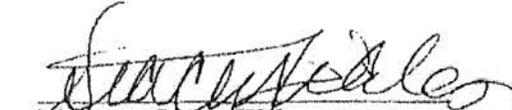
for Omnivations, LLC

ELECTION and LISTING OF MANAGERS

By a unanimous vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement: **John Warren** and **Stacey Wales**

Acceptance:

  
Manager: John M. Warren  
Address: 350 The Archibald #412  
El Paso, TX 79912

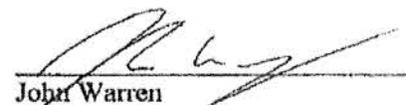
  
Manager: Stacey Wales  
Address: 2580 E Balsam Ct  
Chandler AZ 85226

The above listed Manager will serve in this capacity until removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon his voluntary resignation.

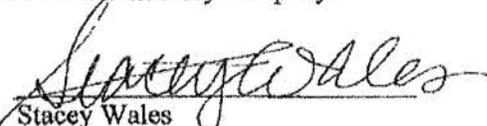
RESOLVED: That **John Warren** and **Stacey Wales** be elected as Managers of the Company:

Voting "Yes":

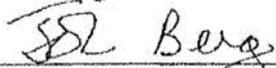
UN2JC Capital Group, LLC, 40%  
a Texas limited liability company:

By:   
Name: John Warren  
Title: Member

Visibility Technology Solutions, LLC, 30%  
an Arizona limited liability company:

By:   
Name: Stacey Wales  
Title: Member

John Berg: 10%

  
John Berg, an individual

Richard Christie: 10%

Richard Christie, an individual

Timothy J. Harrington: 10%

Timothy J. Harrington, an individual

**TOTAL: 100%**

Voting "No": None

Dated this 26th day of February, 2014.

Exhibit 2 to LIMITED LIABILITY COMPANY OPERATING AGREEMENT

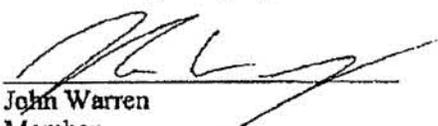
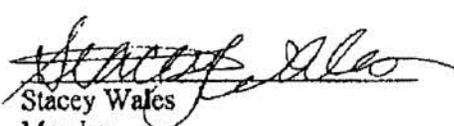
for Omnivations, LLC

LISTING OF MEMBERS

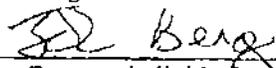
As of the 26th day of February, 2014, the following is a list of Members of the Company:

NAME:	ADDRESS:
UN2JC Capital Group, LLC	5400 SUNCREST DR. Bldg. C Suite 5 El Paso, Texas 79912
Visibility Technology Solutions, LLC	2580 E. Balsam Ct. Chandler, AZ 85286
John Berg	302 Berg 687 FOXHALL FARMFIELD Michigan 48034
Richard Christie	187 OAKLAKE LAKE, Michigan 48062 ORION
Timothy J. Harrington	2433 Linwood Royal Oak, Michigan 48073

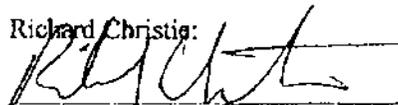
Authorized by Member(s) to provide Member Listing as of this 26th day of February, 2014.

<u>Member</u>	<u>Membership Interest</u>
UN2JC Capital Group, LLC, a Texas limited liability company:	40%
By:  Name: John Warren Title: Member	
Visibility Technology Solutions, LLC, an Arizona limited liability company:	30%
By:  Name: Stacey Wales Title: Member	

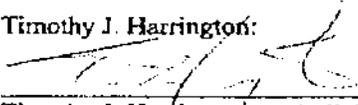
John Berg: 10%

  
-----  
John Berg, an individual

Richard Christie: 10%

  
-----  
Richard Christie, an individual

Timothy J. Harrington: 10%

  
-----  
Timothy J. Harrington, an individual

**TOTAL: 100%**

Exhibit 3 to LIMITED LIABILITY COMPANY OPERATING AGREEMENT

for Omnivations, LLC

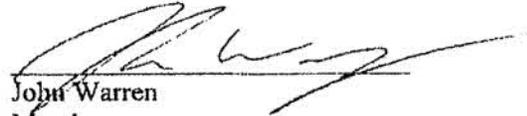
CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' contributions to the Company capital are stated to be \$100,000.00 in cash or in kind. The amount and each individual portion of these contributions are as follows:

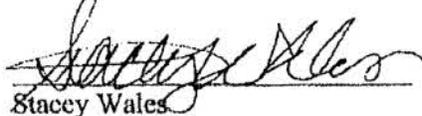
UN2JC Capital Group, LLC	\$40,000.00
Visibility Technology Solutions, LLC	\$30,000.00
John Berg	\$10,000.00
Richard Christic	\$10,000.00
Timothy J. Harrington	\$10,000.00

Signed and agreed this 26th day of February, 2014.

<u>Member</u>	<u>Membership Interest</u>
UN2JC Capital Group, LLC, a Texas limited liability company:	40%

By:   
Name: John Warren  
Title: Member

Visibility Technology Solutions, LLC, an Arizona limited liability company:	30%
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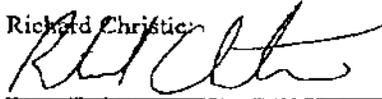
By:   
Name: Stacey Wales  
Title: Member

John Berg: 10%



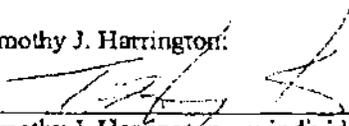
John Berg, an individual

Richard Christie: 10%



Richard Christie, an individual

Timothy J. Harrington: 10%



Timothy J. Harrington, an individual

**TOTAL: 100%**

EXHIBIT 11

ORIGINAL

ASSET PURCHASE AGREEMENT

Visionary Business Works, Inc. d/b/a Electronix (SELLER)

and

Omnivations, LLC (PURCHASER)

ORIGINAL

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is executed this 15<sup>th</sup> day of March, 2014, by and between Visionary Business Works, Inc. d/b/a Fleetronix, an Arizona corporation, ("Seller") whose address is 2727 W. Frye Road, #120, Chandler, Arizona 85224, and Omnivations, LLC, a Texas limited liability company ("Purchaser") whose address is 5400 Suncrest Dr., Bldg. C, Suite 5, El Paso, Texas 79912.

A. Seller owns and operates a technology company and owns certain intellectual property in connection therewith (collectively: the Property").

B. Seller is interested in selling, and the Purchaser is interested in purchasing, the Property pursuant to the terms of this Agreement.

AGREEMENT

In consideration of the above Recitals and the promises and provisions set forth in this Agreement, as well as other good and valuable consideration, the sufficiency, adequacy and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

ARTICLE I

PURCHASE OF ASSETS

1.1. Sale of Assets. At the Closing, as defined below, the Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from Seller (in the amounts agreed to by the Purchaser as set forth on Schedule 2.4 to this Agreement), all of the Seller's right, title and interest in the following assets:

(a) All machinery, equipment, signage used in the business, furniture, fixtures, leasehold improvements, tools, materials, supplies, computer hardware and all other tangible personal property owned by Seller relating to the business (including items which have been fully depreciated and/or expenses) (the "Tangible Business Assets") listed on Schedule 1.1(a); and

(b) Seller's intellectual property, trade secrets, copyrights, patents or patents pending, the trade name : "Fleetronix," goodwill, and all other intangible property of Seller, including, but not limited to the Seller's telephone and facsimile numbers (the "Intangible Assets"); and

(c) All of Seller's computer software, operational data, documentation and other records, and all books, records, (including but not limited to property records.

purchasing and sales records), supplier lists, manuals, files and any other items related to the Purchased Assets (as defined below) or Seller's business, as well as access to and rights in personnel records to the maximum extent permitted by law; and

(d) All of Seller's inventory and all other goods, merchandise, products and commodities, held, acquired or processed by Seller and intended for sale to its customers or members ("Inventory"); and

(e) All of Seller's right under any contract which Purchaser, in its sole discretion, desires to assume, to the extent assignable, to which Seller is a party and including Seller's rights in agreements with suppliers, vendors, distributors, dealers, customers, and other parties.

(f) Employment contracts, if any, are not being assumed by Purchaser.

Collectively, the assets being purchased by the Purchaser pursuant to this Agreement, including, but not limited to, the Tangible Business Assets, Inventory and Intangible Assets set forth in this Section 1.1 are sometimes referred to herein as the "Purchased Assets". It is the intention of the parties that the Purchased Assets shall include the assets of Seller (tangible and intangible, absolute or contingent), owned by Seller or in which Seller has any right, title or interest or that are used in, or are necessary for the operation of and to the extent assignable, Seller's business as of the date of this Agreement; provided, however, that the Purchased Assets shall not include Seller's cash, investment securities, bonds or other non-operating investments or deposit accounts holding cash or equivalent assets of the Seller.

## ARTICLE 2

### PURCHASE PRICE

2.1. Purchase Price and Terms. The "Purchase Price" for the Purchased Assets is Eight Hundred Thousand Dollars and No Cents (\$800,000.00).

2.2. Taxes and Utilities. Currently outstanding shall be paid by Seller, and shall be prorated and adjusted as of the date of Closing in accordance with due date basis of the municipality or taxing unit in which the property is located. Taxes due and payable after Closing shall be paid by Purchaser. Water bills, other utilities (and insurance if the Purchaser assumes, at its discretion, any of Seller's insurance) shall be prorated and adjusted as of the date of Closing. Seller shall pay any applicable transfer taxes.

2.3. Assumption of Liabilities.

(a) Except as set forth in this Agreement, Seller shall be responsible for any and all liabilities, claims and obligations, of whatever type, which exist or are

made or were incurred or arose out of business conducted by, or assets owned by Seller, prior to Closing. Purchaser shall be responsible for any and all liabilities, claims and obligations, of whatever type, which exist or are made or incur or arise out of business conducted by Purchaser, or assets owned by Purchaser, from and after Closing.

(b) All employees of Seller wishing to become employed by the Purchaser shall be required to complete an application for employment, which will be made available by the Purchaser. Former employees of Seller who are hired by the Purchaser shall be considered new hires by the Purchaser.

2.4. Allocation of Asset Purchase Price. The Purchase Price for the Purchased Assets shall be allocated as set forth on Schedule 2.4. The Purchaser and Seller shall file their respective tax returns in accordance with the agreed to allocations and shall not take any position inconsistent with those allocations for any purpose. Further, the Purchaser and Seller shall execute any federal, state, local and/or other form required to be filed with respect to such allocations (including, but not limited to, IRS Form 8594) and shall give one another any information necessary for the other to file any such form.

### ARTICLE 3

#### SELLER'S REPRESENTATIONS AND WARRANTIES

Seller, represents and warrants the following to the Purchaser:

3.1. Title. Seller is the owner of, and has good, valuable and marketable title to, or rights with respect to, all of the Purchased Assets free and clear of all liens, security interests and/or encumbrances of any kind or nature except those expressly disclosed on Schedule 3.1 attached hereto.

3.2. Litigation. To the best of Seller's knowledge and belief, no claim, action, suit, proceeding or investigation of any kind is pending against Seller. Neither the Seller nor the Purchased Assets are a party to or bound by any judgment, order, writ, injunction, decree, agreement or arrangement of any court, governmental department, administrative agency or private person or entity.

3.3. Absence of Undisclosed Indebtedness. To the best of Seller's knowledge and belief, Seller does not have any liabilities or obligations, other than for the liabilities of Seller listed on the Representation Regarding Creditors attached to this Agreement as Schedule 3.3.

3.4. Tax and Other Returns and Reports.

(a) To the best of Seller's knowledge, all taxes, assessments, interest, penalties, deficiencies, fees and other governmental charges or impositions which are called for by the Tax Returns, or are otherwise owed by Seller ("Taxes") have been paid.

(b) To the best of Seller's knowledge, Seller has not received any notice of assessment or proposed assessment by the Internal Revenue Service or any other authority in connection with the Tax Returns or Taxes and there are no pending tax examinations of, or tax claims asserted against, Seller or Seller's properties which could give rise to a closing against or a lien upon any of the Purchased Assets.

(c) To the best of Seller's knowledge, Seller is not aware of any basis for any assessment of any Taxes against Seller. Seller has not waived any law or regulation fixing, or consented to the extension of, any period of time for assessment of any Taxes, which waiver or consent is currently in effect.

3.5. Tangible Business Assets. All Tangible Business Assets are sold "AS IS" and "WHERE IS" without any warranty by Seller. All third party warranties pertaining to any of the Purchased Assets are hereby assigned to Purchaser.

3.8 Brokers. Seller has had no dealings or communications of any kind with a broker or other person or entity who is or may be entitled to a commission, fee or other compensation in connection with the transactions contemplated by this Agreement and shall hold the Purchaser harmless therefrom.

Authority. Seller has all requisite power and authority to enter into this Agreement and to consummate this transaction. The shareholders of Seller have executed a unanimous consent resolution approving this Agreement and have authorized the person signing this Agreement on Seller's behalf to execute same and to bind Seller accordingly.

**ARTICLE 4**

PURCHASER'S REPRESENTATIONS

The Purchaser represents and warrants the following to the Seller:

4.1. Authority. Purchaser has all requisite power and authority to enter into this Agreement and to consummate this transaction.

4.2 Conflict with Other Agreements and Approvals. The execution, delivery and performance of this Agreement, the consummation of the transactions contemplated by this Agreement and the compliance with the terms and provisions of this Agreement

will not result in any violation of, or be in conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under any contract, agreement, instrument or obligation to which the Purchaser is bound or affected.

4.3. Brokers. Purchaser has had no dealings or communications of any kind with a broker or other person or entity who is or may be entitled to a commission, fee or other compensation in connection with the transactions contemplated by this Agreement and shall hold the Seller harmless therefrom.

## ARTICLE 5

### CLOSING

5.1 Closing. The closing of the transaction contemplated in this Agreement (the "Closing") shall take place as soon as all conditions precedent to closing have been satisfied, or sooner, as mutually agreed upon by Purchaser and Seller, but no later than September 30, 2014. The effective time of the Closing may, from time to time, be referred to as the "Closing Date". At Purchaser's option, the Closing Date may be extended ninety (90) days by the payment of \$1,000.00 to Seller together with the delivery of a notice of extension to Seller on or before September 30, 2014.

5.2 Best Efforts. Each of the parties will use his, her or its best efforts to take all action necessary under this Agreement, or determine that a condition precedent to the closing will not be satisfied, as soon as possible after the execution of this Agreement.

5.3 Conditions Precedent. Seller must receive approval from the following third parties prior the Closing:

(a) Purchaser must be satisfied with its due diligence in connection with the Purchased Assets.

5.4 Cooperation. Seller will cooperate with Purchaser in obtaining and executing all documents and performing acts reasonably necessary to accomplish the assumption by Purchaser of the current mortgages on the Purchased Assets.

5.5 Notice to Third Parties. Purchaser and Seller shall promptly give any notices to third parties and will use their best efforts to obtain any third-party consents that may be necessary under this Agreement.

5.6 Waiver of Conditions. Purchaser may waive any condition precedent to the closing established for its benefit, at any time before the closing, provided the waiver is in writing and signed.

ARTICLE 6

ITEMS TO BE DELIVERED OR COMPLETED AT THE CLOSING

6.1. Items to be Delivered by Seller. At the Closing, Seller shall deliver to the Purchaser the following items, certificates, documents, instruments, statements and data, the form and substance of which shall all be satisfactory to the Purchaser:

- (a) A Bill of Sale, in the form of Schedule 6.1(a).
- (b) A Warranty Deed.
- (c) Make available to the Purchaser all existing documents and records, including, without limitation warranties, that pertain to the Purchased Assets;
- (f) A transaction closing statement (the "Closing Statement").

7.2. Items to be Delivered by the Purchaser. At the Closing, the Purchaser shall deliver the following:

- (a) The amounts to which Seller is entitled pursuant to Section 2.1.
- (b) The Closing Statement.

ARTICLE 7

INDEMNIFICATION AND SURVIVAL

7.1 Indemnity by Purchaser. Seller shall indemnify and hold Seller harmless from and against any and all "Liabilities" (as defined below) attributable to:

- (a) The breach of any representation, warranty or covenant of Seller contained in this Agreement;
- (b) Any breach or default under any of the obligations of Seller not assumed hereunder; or
- (c) Liabilities arising from or relating to Seller's conduct of and/or ownership of the Purchased Assets before Closing.

7.2 Indemnity by Purchaser. Purchaser shall indemnify Seller from and against any and all Liabilities attributable to:

ORIGINAL

(a) The breach of any of representation, warranty or covenant by Purchaser contained in this Agreement:

(b) Any breach or default under any of the assumed obligations; or

(c) Liabilities arising from or relating to Purchaser's conduct of and/or ownership of the Purchased Assets after the Closing.

7.3 Definition of Liabilities. For purposes of this indemnity, "Liabilities" includes any and all claims, causes of action, losses and liabilities, and the expenses of defending against any Liability, including reasonable attorney fees.

## ARTICLE 8

### MISCELLANEOUS PROVISIONS

8.1. Notices. Any notice, demand, request, consent or other instrument which may be or is required to be given under this Agreement shall be in writing and either served personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, and or by recognized reputable national overnight courier service, and addressed to such party at its address or at such other place as either party may designate by written notice to the other, or by facsimile as hereinafter set forth. For purposes of this Agreement, notice shall be sent to Seller and Purchaser at the addresses referenced on page one of this Agreement.

8.2. Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision was omitted.

8.3. Benefit. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, executors, administrators, successors and assigns.

8.4. Entire Agreement. This Agreement and any Schedules, documents, instruments or writings delivered pursuant to, executed or arising out of, this Agreement constitute the entire, complete, integrated and final agreement and understanding between the parties and merges and supersedes any prior discussions, agreements and understandings relating to the subject matter of this Agreement. The only representations, warranties and/or statements upon which either party has relied in entering into this Contract are those expressly set forth herein. Seller and Purchaser have not entered into this Contract in reliance on any representations, warranties, statements or promises other than those expressly set forth herein.

8.5. Gender. Whenever in this Agreement words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter wherever they would so apply, and wherever in this Agreement words, including pronouns, are used in the singular, they shall be read and construed in the plural, wherever they would so apply.

8.6. Remedies on Breach. The rights remedies and benefits provided by this Agreement shall be cumulative and not exclusive of any other rights, remedies and benefits allowed by law, in equity, bankruptcy or otherwise. No failure on the part of either party to exercise, and no delay in exercising, any right shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right preclude any other or future exercise thereof or the exercise of any other right. The waiver of a breach of, or default under, any terms of this Agreement shall not be construed as a waiver of any subsequent breach or default.

8.7. Independent Advice. Each party acknowledges that said party has carefully read this Agreement and has had a full opportunity to consult with such legal, financial and technical advisors, as such deems necessary or advisable in connection with such party's decision to knowingly enter into this Agreement. Seller has been advised to seek independent counsel before entering into this Agreement. This Agreement was drafted by Timothy J. Harrington, a member of the Purchaser, on Purchaser's behalf. Mr. Harrington has not undertaken to offer, nor has Seller looked to Mr. Harrington for nor relied upon Mr. Harrington for, any advice or counsel in connection herewith. Certain shareholders of Seller are, either directly or indirectly, co-members of Purchaser along with Mr. Harrington. Each party consents to such draftsmanship. Seller hereby expressly waives any conflict of interest, if any there be, with respect to Mr. Harrington and the draftsmanship of this Agreement.

8.7. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Arizona, without regard to the choice of law provisions of Arizona law.

8.8. Construction. This Agreement is the product of the negotiation and preparation by, between and among the parties and their attorneys, if any. Accordingly, the parties hereto acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or the attorney's for one party or another, and shall be construed accordingly.

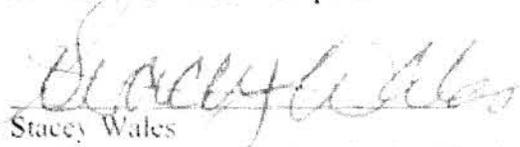
**[The remainder of this page is intentionally left blank.]**

ORIGINAL

The parties have executed this Agreement on the day and date first above listed.

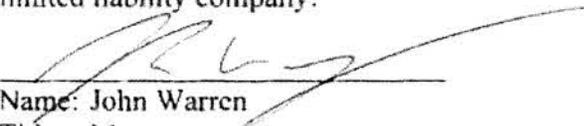
SELLER:

Visionary Business Works, Inc.  
d/b/a Electronix, an Arizona corporation:

By:   
Name: Stacey Wales  
Title: President, Director and Authorized Designee

PURCHASER:

Omnivations, LLC, a Texas  
limited liability company:

  
Name: John Warren  
Title: Manager

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LIST OF SCHEDULES

Schedule 1.1(a)	Tangible Business Assets
Schedule 2.4	Allocation of Purchase Price
Schedule 3.1	Permitted Liens and Encumbrances
Schedule 3.3	List of Creditors
Schedule 6.1(a)	Form of Bill of Sale

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SCHEDULE 1.1(b)

Tangible Business Assets

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Tangible Assets	Value	Serial #/ID
Tim's Employee Laptop	\$1,549.20	B3RRNK1
Stacey's Employee Laptop	\$1,549.21	93RRNK1
Chris' Employee Laptop	\$1,075.27	7FFMNK1
Betty's Employee Laptop	\$2,965.60	MXQ03404DR
Steve's Laptop	\$1,127.78	8Q3CJL1
Dee's Desktop Computer	\$780.77	0R747C
Server (Mickey)	\$1,687.40	CN-067XOP-71070-995-0322-A00
Server (Alice)	\$1,641.98	CN-0G9007-71070-952-0035-A00
Server (Oswald)	\$1,641.99	CN-0G900T-71070-952-0036-A00
Server (Facilier)	\$1,588.31	CN-0G900T-71070-940-0065-A00
Server Rack Cabinet	\$2,325.93	
Dell 24 Port Switch	\$335.81	FTX132583BA
Barracuda Link Balancer	\$2,570.39	24RFFH1
Cisco Router	\$355.00	FTX132782NG
Dell External Hard Drive	\$190.62	CNBFC75607
Dell Printer	\$320.24	FP8TJH1
5 D Link Switches	\$420.00	1PB1995D0090D
Wireless Projection System	\$216.18	210686E8A
Logitech X-140 Speakers	\$29.99	
Dell Latitude Laptop	\$900.00	1M6VW41
80 Port Patch Panel	\$4,250.00	BAR-WB-204502
Laptop	\$2,805.00	43NB7L1
Laptop	\$2,203.99	FPRQ6N1
Dual Monitors	\$366.60	MX-ONPMG6-74262-05R-1NCU-X
RAM	\$166.72	
Ipad 2 (for testing)	\$977.37	DN6FX4CFDKNY
Logitech Wireless Mouse & Keyboard	\$129.99	Y-RBN90
Telerik (end-user controls) developer license	\$1,800.00	needs to be renewed
Dundas Dashboard Developer License	\$40,000.00	transferrable
Dundas Production Server License	\$40,000.00	transferrable
Dundas Unlimited Viewer Access License	\$40,000.00	transferrable
Microsoft Windows SQL Server Enterprise Licenses	\$38,000.00	2 licenses each at \$19,000, installed on the databases
<b>Total</b>	<b>\$193,971.34</b>	

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**Intangible Assets**

Fleetronix Fleet Management Software Application source code (aka GPS tracking and telematics software)  
Fleetronix Asset Management Software Application source code (aka ice machine asset management software)

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Customer Leased Asset	GenX Qty	Garmin Qty	FMI Cable Qty	CalAmp Qty
A-1 Plumbing	3	0	0	0
Alpha Grading Inc	25	0	0	0
California Pools	29	4	4	0
Foxtus Exterminating	8	0	0	0
Fair Port Inc	4	0	0	0
Historic Palm (Commercial Janitorial)	12	6	6	0
Hood Solutions (Industrial Steam Cleaners)	6	5	5	0
IBP Supply	4	4	4	0
Lutkunda	20	23	23	0
Tilt Group	42	45	45	23
Western Technologies	5	0	0	0
<b>Total</b>	<b>158</b>	<b>87</b>	<b>87</b>	<b>23</b>

Hardware Summary:	Value:	Extended:
GenX Unit	\$125	\$19,750
Garmin Unit	\$100	\$8,700
FMI Cable	\$50	\$4,150
CalAmp Unit	\$125	\$2,875
<b>Total:</b>		<b>\$35,675</b>

**ITEMIZED LIST**

Customer	Make	Model	S/N or ID#
A-1 Plumbing	GenX	GNX-5	3216800
A-1 Plumbing	GenX	GNX-5	3216801
A-1 Plumbing	GenX	GNX-5	3216802
Alpha Grading Inc	GenX	GNX-5	32168075
Alpha Grading Inc	GenX	GNX-5	32168074
Alpha Grading Inc	GenX	GNX-5	32168088
Alpha Grading Inc	GenX	GNX-5	32168089
Alpha Grading Inc	GenX	GNX-5	32168099
Alpha Grading Inc	GenX	GNX-5	32168098
Alpha Grading Inc	GenX	GNX-5	32168097
Alpha Grading Inc	GenX	GNX-5	32168096
Alpha Grading Inc	GenX	GNX-5	32168095
Alpha Grading Inc	GenX	GNX-5	32168094
Alpha Grading Inc	GenX	GNX-5	32168093
Alpha Grading Inc	GenX	GNX-5	32168091
Alpha Grading Inc	GenX	GNX-5	32168090
Alpha Grading Inc	GenX	GNX-5	32168092
Alpha Grading Inc	GenX	GNX-5	32168095
Alpha Grading Inc	GenX	GNX-5	32168096
Alpha Grading Inc	GenX	GNX-5	32168097
Alpha Grading Inc	GenX	GNX-5	32168098
Alpha Grading Inc	GenX	GNX-5	32168099
Alpha Grading Inc	GenX	GNX-5	32168098
California Pools	GenX	GNX-5	3216737
California Pools	GenX	GNX-5	3216755
California Pools	GenX	GNX-5	3216736
California Pools	GenX	GNX-5	3216757
California Pools	GenX	GNX-5	3216758
California Pools	GenX	GNX-5	3216759
California Pools	GenX	GNX-5	3217452
California Pools	GenX	GNX-5	3217451
California Pools	GenX	GNX-5	3217454
California Pools	GenX	GNX-5	3217455
California Pools	GenX	GNX-5	3217456
California Pools	GenX	GNX-5	3217457
California Pools	GenX	GNX-5	3217458
California Pools	GenX	GNX-5	3217459
California Pools	GenX	GNX-5	3217460
California Pools	GenX	GNX-5	3217461
California Pools	GenX	GNX-5	3217462
California Pools	GenX	GNX-5	3217463
California Pools	GenX	GNX-5	3217510
California Pools	GenX	GNX-5	3217521
California Pools	GenX	GNX-5	3217522
California Pools	GenX	GNX-5	3217513
California Pools	GenX	GNX-5	3923683
California Pools	GenX	GNX-5	3923684
California Pools	GenX	GNX-5	3923685
California Pools	GenX	GNX-5	3923686
California Pools	GenX	GNX-5	3923687
California Pools	GenX	GNX-5	3926953
California Pools	GenX	GNX-5	3926954
Foxtus Exterminating	GenX	GNX-5	3853905
Foxtus Exterminating	GenX	GNX-5	3853966
Foxtus Exterminating	GenX	GNX-5	3853967
Foxtus Exterminating	GenX	GNX-5	3853968
Foxtus Exterminating	GenX	GNX-5	3853969
Foxtus Exterminating	GenX	GNX-5	3853810
Foxtus Exterminating	GenX	GNX-5	3216812
Foxtus Exterminating	GenX	GNX-5	3853970
Fair Port Inc	GenX	GNX-5	3805045
Fair Port Inc	GenX	GNX-5	3805047
Fair Port Inc	GenX	GNX-5	3805038
Fair Port Inc	GenX	GNX-5	3805044
Historic Palm (Commercial Janitorial)	Garmin	1300	224819165
Historic Palm (Commercial Janitorial)	Garmin	1300	224819942
Historic Palm (Commercial Janitorial)	Garmin	1300	224820938
Historic Palm (Commercial Janitorial)	Garmin	1300	224866210
Historic Palm (Commercial Janitorial)	Garmin	1300	224986329
Historic Palm (Commercial Janitorial)	Garmin	1300	298003189
Historic Palm (Commercial Janitorial)	GenX	GNX-4	3858172





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SCHEDULE 2.4

Allocation of Purchase Price

Business Assets

Tangible Assets	\$ 150,000.00
Intangible Assets	\$ 600,000.00
Goodwill	<u>\$ 50,000.00</u>
TOTAL	\$ 800,000.00

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SCHEDULE 3.1

Permitted Liens

ESTIMATED LIABILITIES, LIENS, INCUBRANCES & DISTRIBUTIONS

ITEM	AMOUNT
Asset Purchase Amount	\$ 800,000
<b>Current Liabilities<sup>1</sup></b>	
Accounts Payable <sup>2</sup>	\$ (162,000)
Summary Judgment for Mark IV Capital <sup>3</sup>	\$ (84,929) <sup>5</sup>
Tax Liability (payroll and sales -- federal and state) <sup>4</sup>	\$ (80,000) <sup>5</sup>
Long-Term Note: Agility Ventures <sup>2</sup>	\$ (48,000) <sup>5</sup>
Long-Term Note: SBA Loan <sup>2</sup>	\$ (22,131)
Loans to Family	\$ (37,685)
<b>Total Debt</b>	<u>\$ (434,745)</u>
<b>Equity</b>	
Shareholder Loans	\$ (90,292)
<b>Amount to Allocate to Shareholders*</b>	\$ 274,963

*ESTIMATED DISTRIBUTION OF PROCEEDS		
% Equity	Shareholders	Estimated Return
55%	Stacey Wales	\$ 151,230
25%	Tammi Wight	\$ 68,741
10%	Jorge De Las Casas	\$ 27,496
10%	Javier Cano	\$ 27,496
<b>Total:</b>		<b>\$ 274,963</b>

<sup>1</sup>All current liabilities represent pre-negotiated payoff amounts

<sup>2</sup>Estimated, does not reflect activity in February and March 2014 as those months have not yet been reconciled

<sup>3</sup>Total amount of judgement is approximately \$132,208.50, of which \$47,279.69 is reflected in accounts payable

<sup>4</sup>Estimated, since Q1 2014 tax liabilities have not yet been calculated

<sup>5</sup>Represents item with incumbrance to assets

ORIGINAL

EXHIBIT 3.4

Representation Regarding Creditors

The only creditors are the trade creditors.

Trade creditors and employee compensation will be paid by Seller prior to or from the proceeds of the Purchase Price.

At Closing, an affidavit will be given to Purchaser by Seller indicating that all creditors are paid in full or will be paid in full on presentation of a final bill for services or supplies prior to the Closing Date.

8:15 AM

03/14/14

**Fleetronix**  
**A/P Aging Summary**  
As of February 28, 2014

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	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Agility Ventures	0.00	3,755.00	3,755.00	3,755.00	3,755.00	15,020.00
AT & T	0.00	0.00	0.00	0.00	774.50	774.50
CalAmp Wireless Networks Corp.	0.00	0.00	0.00	0.00	0.00	0.00
City of Chandler	0.00	0.00	0.00	0.00	25.00	25.00
Cox	0.00	0.00	0.00	0.00	1,139.84	1,139.84
DreamOrbit	0.00	0.00	0.00	0.00	37,448.00	37,448.00
Exadigm	0.00	0.00	0.00	0.00	9,756.00	9,756.00
Germann Road Associates, LLC	0.00	0.00	0.00	0.00	47,279.69	47,279.69
Google, Inc.	0.00	0.00	0.00	0.00	6,500.00	6,500.00
KORE Telematics, Inc.	0.00	0.00	0.00	0.00	18,034.35	18,034.35
M2 FleetCommunications	0.00	0.00	0.00	0.00	335.00	335.00
National Products, Inc.	0.00	0.00	0.00	0.00	639.20	639.20
The Hartford Insurance Co.	0.00	0.00	0.00	0.00	181.80	181.80
Verizon Wireless	0.00	2,034.87	2,010.37	1,967.70	11,326.53	17,339.47
<b>TOTAL</b>	<b>0.00</b>	<b>5,789.87</b>	<b>5,765.37</b>	<b>5,722.70</b>	<b>137,194.91</b>	<b>154,472.85</b>

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EXHIBIT 6.1(a)

BILL OF SALE

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**ADDENDUM**  
**to**  
**ASSET PURCHASE AGREEMENT**

This Addendum to Asset Purchase Agreement ("Addendum") is executed this 13 day of March, 2014, by and between Visionary Business Works, Inc. d/b/a Fleetronix, an Arizona corporation, ("Seller") whose address is 2727 W. Frye Road, #120, Chandler, Arizona 85227, and Omnivations, LLC, a Texas limited liability company ("Purchaser") whose address is 5400 Suncrest Dr., Bldg. C, Suite 5, El Paso, Texas 79912.

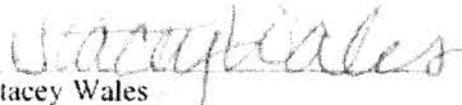
Contemporaneously herewith, the parties hereto have executed that certain Asset Purchase Agreement (the "APA") and desire to supplement the APA with the following:

"3.9 No Shareholder Interest in the Purchased Assets. No shareholder of Seller, either directly or indirectly, possess or claims any right of ownership or interest of any kind or nature, whether by way of development, license, lien or otherwise, in any of the Purchased Assets."

All other terms and provisions of the APA remain as stated therein.

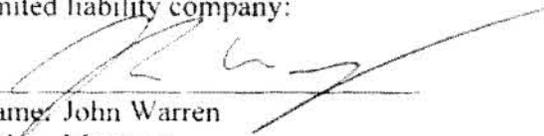
SELLER:

Visionary Business Works, Inc.  
d/b/a Fleetronix, an Arizona corporation:

By:   
Name: Stacey Wales  
Title: President, Director and Authorized Designee

PURCHASER:

Omnivations, LLC, a Texas  
limited liability company:

  
Name: John Warren  
Title: Manager

ESCROW AGREEMENT

This escrow agreement (the "Escrow Agreement") is executed and effective this 13 day of March, 2014, and is by and between Visionary Business Works, Inc. d/b/a Flectronix, an Arizona corporation, ("VBW") and Omnivations, LLC, a Texas limited liability company, ("Omnivations") (collectively: the "Parties").

A. The Parties have entered into that certain Asset Purchase Agreement of even date herewith (the "APA").

B. The Parties desire that the APA be held in escrow pursuant to the terms of this escrow agreement until the "Purchase Price" set forth in the APA has been timely paid.

AGREEMENT

In consideration of the above Recitals and the promises and provisions set forth in this Escrow Agreement, as well as other good and valuable consideration, the sufficiency, adequacy and sufficiency of which the parties hereby acknowledge, the Parties agree as follows:

As recited above, the Parties are executing the APA contemporaneously with the execution of this Escrow Agreement. The Parties hereby agree that the APA be, and hereby is, placed in escrow pursuant to the terms of this Escrow Agreement and, further, that the APA is to be of no force or effect until it is released from escrow pursuant to the terms hereof.

The APA shall be released from escrow and shall become effective upon the satisfaction of the following condition (the "Condition"): the receipt by VBW of the \$800,000.00 "Purchase Price" recited in the APA within the time constraints set forth therein.

Should the Condition not be satisfied, the APA shall be voided and destroyed by the "Escrow Agent" (identified below) and shall be of no force and effect.

The Parties hereby designate Troy Brown, Esq., of El Paso, Texas as the "Escrow Agent." Escrow Agent shall have no liability to any of the Parties arising from the due execution of his duties under this Escrow Agreement and the Parties, jointly and severally, shall indemnify, defend and hold harmless Escrow Agent from all claims in connection with this Escrow Agreement save and except indemnification for damages arising from the gross negligence and/or intentionally wrongful conduct of Escrow Agent.

The Parties hereby agree: that this Agreement shall be deemed to have been made under and shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws principals; that each Party shall be subject to, and hereby submits to, personal jurisdiction and venue in the State of Texas, County of El Paso, in connection with this Agreement; and that the only forum for any civil action in connection with this Agreement will be a court of general jurisdiction in the State of Texas, County of El Paso.

This Agreement shall inure to the benefit of the Parties and their respective successors and/or assigns. No third party is intended to benefit from the performance of any Party to this Agreement.

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Notwithstanding any other language in this Agreement, any dispute arising under or relating to this Agreement may, at the sole option of Omnivations, be decided by binding arbitration by a single arbitrator pursuant to the rules of the American Arbitration Association. All fees and costs of such arbitrator shall be shared equally by the Parties. Venue for any such arbitration shall be in the County of El Paso, State of Texas. The district courts of El Paso County, Texas shall have the power to enter judgment upon the ruling of such arbitrator.

This Agreement, together with the APA, constitutes the complete, comprehensive and final agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions, negotiations, statements, promises or representations, if any, relating to the subject matter hereof. No amendment or modification of this Agreement shall be enforceable against any Party unless same is reduced to a writing and signed by said Party.

If one or more of the provisions in this Agreement is deemed invalid, void or unenforceable by law, then the remaining provisions will continue in full force and effect. Moreover, if any one or more of the provisions contained in this Agreement shall be held to be excessively broad or partially invalid, illegal or unenforceable, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall appear.

Any failure by any Party to enforce any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver thereof in the future. A notice to, or demand on, any Party that is given even though not required to be given does not entitle such Party to notice or demand in similar or other circumstances, and does not waive such Party's right to take other or further action in any circumstances, including similar circumstances, without notice or demand.

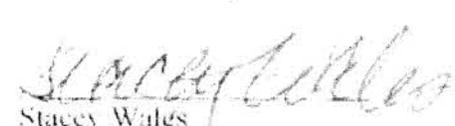
This Agreement is the product of the negotiation and preparation by, between and among the Parties and their attorneys, if any. Accordingly, the Parties hereto acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or the attorney's for one party or another, and shall be construed accordingly.

Agreed:

Omnivations, LLC,  
a Texas limited liability company:

Visionary Business Works, Inc. d/b/a  
Electronix, an Arizona corporation:

By:   
Name: John Warren  
Title: Manager

By:   
Name: Stacey Wales  
Title: President

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**UNANIMOUS WRITTEN CONSENT IN LIEU OF A SPECIAL MEETING  
OF THE SHAREHOLDERS AND BOARD OF DIRECTORS OF  
VISIONARY BUSINESS WORKS, INC.**

In lieu of a Special Meeting of the Shareholders and Board of Directors of VISIONARY BUSINESS WORKS, INC., an Arizona corporation (the "Corporation"), the Shareholders and the members of the Board of Directors of the Corporation, in accordance with ARS 10-704 and ARS 10-821, hereby resolve to take the following actions as if taken at a duly constituted meeting of the Shareholders and the members of the Board of Directors of the Corporation.

**AUTHORIZATION TO SELL SUBSTANTIALLY ALL OF THE CORPORATION'S  
ASSETS**

RESOLVED, that, each of the Shareholders having carefully read the Asset Purchase Agreement set forth in Exhibit A attached hereto (the "APA"), the Corporation is authorized and directed to enter into the APA and to sell, transfer and convey substantially all of its assets of the Corporation pursuant thereto.

**AUTHORIZATION TO ENTER INTO A RELATED PARTY TRANSACTION**

RESOLVED FURTHER, that, each of the Shareholders having hereby been informed that Stacey Wales and Timothy Wales are, either directly or indirectly, members of the limited liability company, Omnivations, LLC, that is the "Purchaser" under the APA, the Corporation is authorized and directed to enter into this related party transaction.

**AUTHORIZATION TO ENTER INTO ESCROW AGREEMENT RELATING TO THE  
APA**

RESOLVED FURTHER, that the Corporation is authorized and directed to enter into the escrow agreement relating to the APA (the "Escrow Agreement") attached hereto as Exhibit B.

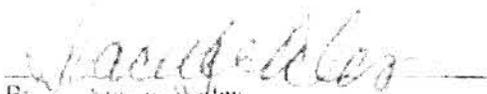
**AUTHORIZATION TO STACEY WALES TO SIGN DOCUMENTS ON THE  
CORPORATION'S BEHALF**

RESOLVED FURTHER, that the Corporation's president, Stacey Wales is hereby authorized and directed to execute the APA and the Escrow Agreement on the Corporation's behalf.

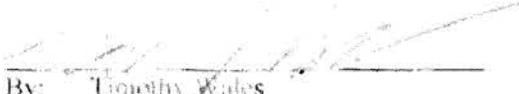
ORIGINAL

The undersigned, being all of the Shareholders and the members of the Board of Directors of the Corporation, by signing this written consent, hereby approve of the actions transacted by this written consent in lieu of such special meeting.

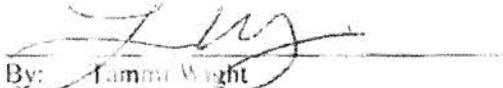
APPROVED as of the 13 day of March, 2014.

  
By: Stacy Wiles  
Its: Director, President and Shareholder (55%)

By: Javier Cano  
Its: Director and Shareholder (10%)

  
By: Timothy Wiles  
Its: Director and Secretary

By: Jorge de las Casas  
Its: Director and Shareholder (10%)

  
By: Tamara Wight  
Its: Director and Shareholder (25%)

ORIGINAL

The undersigned, being all of the Shareholders and the members of the Board of Directors of the Corporation, by signing this written consent, hereby approve of the actions transacted by this written consent in lieu of such special meeting.

APPROVED as of the \_\_\_\_ day of March, 2014.

\_\_\_\_\_  
By: Stacey Wales  
Its: Director, President and Shareholder (55%)

Javier Cano  
\_\_\_\_\_  
By: Javier Cano  
Its: Director and Shareholder (10%)

\_\_\_\_\_  
By: Timothy Wales  
Its: Director and Secretary

\_\_\_\_\_  
By: Jorge de las Casas  
Its: Director and Shareholder (10%)

\_\_\_\_\_  
By: Tammi Wight  
Its: Director and Shareholder (25%)

ORIGINAL

The undersigned, being all of the Shareholders and the members of the Board of Directors of the Corporation, by signing this written consent, hereby approve of the actions transacted by this written consent in lieu of such special meeting.

APPROVED as of the \_\_\_ day of March, 2014.

By: Stacey Wales  
Its: Director, President and Shareholder (55%)

By: Javier Cano  
Its: Director and Shareholder (10%)

By: Timothy Wales  
Its: Director and Secretary

By: Jorge de las Casas  
Its: Director and Shareholder (10%)

By: Tammi Wight  
Its: Director and Shareholder (25%)

EXHIBIT 12

ORIGINAL

ASSET PURCHASE AGREEMENT

Visionary Business Works, Inc. d/b/a Electronix (SELLER)

and

Omnivations, L.L.C. (PURCHASER)

ORIGINAL

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is executed this 15 day of March, 2014, by and between Visionary Business Works, Inc. d/b/a Fleetronix, an Arizona corporation, ("Seller") whose address is 2727 W. Frye Road, #120, Chandler, Arizona 85224, and Omnivations, LLC, a Texas limited liability company ("Purchaser") whose address is 5400 Suncrest Dr., Bldg. C, Suite 5, El Paso, Texas 79912.

A. Seller owns and operates a technology company and owns certain intellectual property in connection therewith (collectively: the Property").

B. Seller is interested in selling, and the Purchaser is interested in purchasing, the Property pursuant to the terms of this Agreement.

AGREEMENT

In consideration of the above Recitals and the promises and provisions set forth in this Agreement, as well as other good and valuable consideration, the sufficiency, adequacy and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

ARTICLE I

PURCHASE OF ASSETS

1.1. Sale of Assets. At the Closing, as defined below, the Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from Seller (in the amounts agreed to by the Purchaser as set forth on Schedule 2.4 to this Agreement), all of the Seller's right, title and interest in the following assets:

(a) All machinery, equipment, signage used in the business, furniture, fixtures, leasehold improvements, tools, materials, supplies, computer hardware and all other tangible personal property owned by Seller relating to the business (including items which have been fully depreciated and/or expenses) (the "Tangible Business Assets") listed on Schedule 1.1(a); and

(b) Seller's intellectual property, trade secrets, copyrights, patents or patents pending, the trade name : "Fleetronix," goodwill, and all other intangible property of Seller, including, but not limited to the Seller's telephone and facsimile numbers (the "Intangible Assets"); and

(c) All of Seller's computer software, operational data, documentation and other records, and all books, records, (including but not limited to property records.

purchasing and sales records), supplier lists, manuals, files and any other items related to the Purchased Assets (as defined below) or Seller's business, as well as access to and rights in personnel records to the maximum extent permitted by law; and

(d) All of Seller's inventory and all other goods, merchandise, products and commodities, held, acquired or processed by Seller and intended for sale to its customers or members ("Inventory"); and

(e) All of Seller's right under any contract which Purchaser, in its sole discretion, desires to assume, to the extent assignable, to which Seller is a party and including Seller's rights in agreements with suppliers, vendors, distributors, dealers, customers, and other parties.

(f) Employment contracts, if any, are not being assumed by Purchaser.

Collectively, the assets being purchased by the Purchaser pursuant to this Agreement, including, but not limited to, the Tangible Business Assets, Inventory and Intangible Assets set forth in this Section 1.1 are sometimes referred to herein as the "Purchased Assets". It is the intention of the parties that the Purchased Assets shall include the assets of Seller (tangible and intangible, absolute or contingent), owned by Seller or in which Seller has any right, title or interest or that are used in, or are necessary for the operation of and to the extent assignable, Seller's business as of the date of this Agreement; provided, however, that the Purchased Assets shall not include Seller's cash, investment securities, bonds or other non-operating investments or deposit accounts holding cash or equivalent assets of the Seller.

## ARTICLE 2

### PURCHASE PRICE

2.1. Purchase Price and Terms. The "Purchase Price" for the Purchased Assets is Eight Hundred Thousand Dollars and No Cents (\$800,000.00).

2.2. Taxes and Utilities. Currently outstanding shall be paid by Seller, and shall be prorated and adjusted as of the date of Closing in accordance with due date basis of the municipality or taxing unit in which the property is located. Taxes due and payable after Closing shall be paid by Purchaser. Water bills, other utilities (and insurance if the Purchaser assumes, at its discretion, any of Seller's insurance) shall be prorated and adjusted as of the date of Closing. Seller shall pay any applicable transfer taxes.

2.3. Assumption of Liabilities.

(a) Except as set forth in this Agreement, Seller shall be responsible for any and all liabilities, claims and obligations, of whatever type, which exist or are

made or were incurred or arose out of business conducted by, or assets owned by Seller, prior to Closing. Purchaser shall be responsible for any and all liabilities, claims and obligations, of whatever type, which exist or are made or incur or arise out of business conducted by Purchaser, or assets owned by Purchaser, from and after Closing.

(b) All employees of Seller wishing to become employed by the Purchaser shall be required to complete an application for employment, which will be made available by the Purchaser. Former employees of Seller who are hired by the Purchaser shall be considered new hires by the Purchaser.

2.4. Allocation of Asset Purchase Price. The Purchase Price for the Purchased Assets shall be allocated as set forth on Schedule 2.4. The Purchaser and Seller shall file their respective tax returns in accordance with the agreed to allocations and shall not take any position inconsistent with those allocations for any purpose. Further, the Purchaser and Seller shall execute any federal, state, local and/or other form required to be filed with respect to such allocations (including, but not limited to, IRS Form 8594) and shall give one another any information necessary for the other to file any such form.

### ARTICLE 3

#### SELLER'S REPRESENTATIONS AND WARRANTIES

Seller, represents and warrants the following to the Purchaser:

3.1. Title. Seller is the owner of, and has good, valuable and marketable title to, or rights with respect to, all of the Purchased Assets free and clear of all liens, security interests and/or encumbrances of any kind or nature except those expressly disclosed on Schedule 3.1 attached hereto.

3.2. Litigation. To the best of Seller's knowledge and belief, no claim, action, suit, proceeding or investigation of any kind is pending against Seller. Neither the Seller nor the Purchased Assets are a party to or bound by any judgment, order, writ, injunction, decree, agreement or arrangement of any court, governmental department, administrative agency or private person or entity.

3.3. Absence of Undisclosed Indebtedness. To the best of Seller's knowledge and belief, Seller does not have any liabilities or obligations, other than for the liabilities of Seller listed on the Representation Regarding Creditors attached to this Agreement as Schedule 3.3.

3.4. Tax and Other Returns and Reports.

(a) To the best of Seller's knowledge, all taxes, assessments, interest, penalties, deficiencies, fees and other governmental charges or impositions which are called for by the Tax Returns, or are otherwise owed by Seller ("Taxes") have been paid.

(b) To the best of Seller's knowledge, Seller has not received any notice of assessment or proposed assessment by the Internal Revenue Service or any other authority in connection with the Tax Returns or Taxes and there are no pending tax examinations of, or tax claims asserted against, Seller or Seller's properties which could give rise to a closing against or a lien upon any of the Purchased Assets.

(c) To the best of Seller's knowledge, Seller is not aware of any basis for any assessment of any Taxes against Seller. Seller has not waived any law or regulation fixing, or consented to the extension of, any period of time for assessment of any Taxes, which waiver or consent is currently in effect.

3.5. Tangible Business Assets. All Tangible Business Assets are sold "AS IS" and "WHERE IS" without any warranty by Seller. All third party warranties pertaining to any of the Purchased Assets are hereby assigned to Purchaser.

3.8 Brokers. Seller has had no dealings or communications of any kind with a broker or other person or entity who is or may be entitled to a commission, fee or other compensation in connection with the transactions contemplated by this Agreement and shall hold the Purchaser harmless therefrom.

Authority. Seller has all requisite power and authority to enter into this Agreement and to consummate this transaction. The shareholders of Seller have executed a unanimous consent resolution approving this Agreement and have authorized the person signing this Agreement on Seller's behalf to execute same and to bind Seller accordingly.

ARTICLE 4

PURCHASER'S REPRESENTATIONS

The Purchaser represents and warrants the following to the Seller:

4.1. Authority. Purchaser has all requisite power and authority to enter into this Agreement and to consummate this transaction.

4.2 Conflict with Other Agreements and Approvals. The execution, delivery and performance of this Agreement, the consummation of the transactions contemplated by this Agreement and the compliance with the terms and provisions of this Agreement

will not result in any violation of, or be in conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under any contract, agreement, instrument or obligation to which the Purchaser is bound or affected.

4.3. Brokers. Purchaser has had no dealings or communications of any kind with a broker or other person or entity who is or may be entitled to a commission, fee or other compensation in connection with the transactions contemplated by this Agreement and shall hold the Seller harmless therefrom.

## ARTICLE 5

### CLOSING

5.1 Closing. The closing of the transaction contemplated in this Agreement (the "Closing") shall take place as soon as all conditions precedent to closing have been satisfied, or sooner, as mutually agreed upon by Purchaser and Seller, but no later than September 30, 2014. The effective time of the Closing may, from time to time, be referred to as the "Closing Date". At Purchaser's option, the Closing Date may be extended ninety (90) days by the payment of \$1,000.00 to Seller together with the delivery of a notice of extension to Seller on or before September 30, 2014.

5.2 Best Efforts. Each of the parties will use his, her or its best efforts to take all action necessary under this Agreement, or determine that a condition precedent to the closing will not be satisfied, as soon as possible after the execution of this Agreement.

5.3 Conditions Precedent. Seller must receive approval from the following third parties prior the Closing:

(a) Purchaser must be satisfied with its due diligence in connection with the Purchased Assets.

5.4 Cooperation. Seller will cooperate with Purchaser in obtaining and executing all documents and performing acts reasonably necessary to accomplish the assumption by Purchaser of the current mortgages on the Purchased Assets.

5.5 Notice to Third Parties. Purchaser and Seller shall promptly give any notices to third parties and will use their best efforts to obtain any third-party consents that may be necessary under this Agreement.

5.6 Waiver of Conditions. Purchaser may waive any condition precedent to the closing established for its benefit, at any time before the closing, provided the waiver is in writing and signed.

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## ARTICLE 6

### ITEMS TO BE DELIVERED OR COMPLETED AT THE CLOSING

6.1. Items to be Delivered by Seller. At the Closing, Seller shall deliver to the Purchaser the following items, certificates, documents, instruments, statements and data, the form and substance of which shall all be satisfactory to the Purchaser:

- (a) A Bill of Sale, in the form of Schedule 6.1(a).
- (b) A Warranty Deed.
- (c) Make available to the Purchaser all existing documents and records, including, without limitation warranties, that pertain to the Purchased Assets;
- (f) A transaction closing statement (the "Closing Statement").

7.2. Items to be Delivered by the Purchaser. At the Closing, the Purchaser shall deliver the following:

- (a) The amounts to which Seller is entitled pursuant to Section 2.1.
- (b) The Closing Statement.

## ARTICLE 7

### INDEMNIFICATION AND SURVIVAL

7.1 Indemnity by Purchaser. Seller shall indemnify and hold Seller harmless from and against any and all "Liabilities" (as defined below) attributable to:

- (a) The breach of any representation, warranty or covenant of Seller contained in this Agreement;
- (b) Any breach or default under any of the obligations of Seller not assumed hereunder; or
- (c) Liabilities arising from or relating to Seller's conduct of and/or ownership of the Purchased Assets before Closing.

7.2 Indemnity by Purchaser. Purchaser shall indemnify Seller from and against any and all Liabilities attributable to:

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(a) The breach of any of representation, warranty or covenant by Purchaser contained in this Agreement;

(b) Any breach or default under any of the assumed obligations; or

(c) Liabilities arising from or relating to Purchaser's conduct of and/or ownership of the Purchased Assets after the Closing.

7.3 Definition of Liabilities. For purposes of this indemnity, "Liabilities" includes any and all claims, causes of action, losses and liabilities, and the expenses of defending against any Liability, including reasonable attorney fees.

## ARTICLE 8

### MISCELLANEOUS PROVISIONS

8.1. Notices. Any notice, demand, request, consent or other instrument which may be or is required to be given under this Agreement shall be in writing and either served personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, and or by recognized reputable national overnight courier service, and addressed to such party at its address or at such other place as either party may designate by written notice to the other, or by facsimile as hereinafter set forth. For purposes of this Agreement, notice shall be sent to Seller and Purchaser at the addresses referenced on page one of this Agreement.

8.2. Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision was omitted.

8.3. Benefit. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, executors, administrators, successors and assigns.

8.4. Entire Agreement. This Agreement and any Schedules, documents, instruments or writings delivered pursuant to, executed or arising out of, this Agreement constitute the entire, complete, integrated and final agreement and understanding between the parties and merges and supersedes any prior discussions, agreements and understandings relating to the subject matter of this Agreement. The only representations, warranties and/or statements upon which either party has relied in entering into this Contract are those expressly set forth herein. Seller and Purchaser have not entered into this Contract in reliance on any representations, warranties, statements or promises other than those expressly set forth herein.

8.5. Gender. Whenever in this Agreement words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter wherever they would so apply, and wherever in this Agreement words, including pronouns, are used in the singular, they shall be read and construed in the plural, wherever they would so apply.

8.6. Remedies on Breach. The rights remedies and benefits provided by this Agreement shall be cumulative and not exclusive of any other rights, remedies and benefits allowed by law, in equity, bankruptcy or otherwise. No failure on the part of either party to exercise, and no delay in exercising, any right shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right preclude any other or future exercise thereof or the exercise of any other right. The waiver of a breach of, or default under, any terms of this Agreement shall not be construed as a waiver of any subsequent breach or default.

8.7. Independent Advice. Each party acknowledges that said party has carefully read this Agreement and has had a full opportunity to consult with such legal, financial and technical advisors, as such deems necessary or advisable in connection with such party's decision to knowingly enter into this Agreement. Seller has been advised to seek independent counsel before entering into this Agreement. This Agreement was drafted by Timothy J. Harrington, a member of the Purchaser, on Purchaser's behalf. Mr. Harrington has not undertaken to offer, nor has Seller looked to Mr. Harrington for nor relied upon Mr. Harrington for, any advice or counsel in connection herewith. Certain shareholders of Seller are, either directly or indirectly, co-members of Purchaser along with Mr. Harrington. Each party consents to such draftsmanship. Seller hereby expressly waives any conflict of interest, if any there be, with respect to Mr. Harrington and the draftsmanship of this Agreement.

8.7. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Arizona, without regard to the choice of law provisions of Arizona law.

8.8. Construction. This Agreement is the product of the negotiation and preparation by, between and among the parties and their attorneys, if any. Accordingly, the parties hereto acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or the attorney's for one party or another, and shall be construed accordingly.

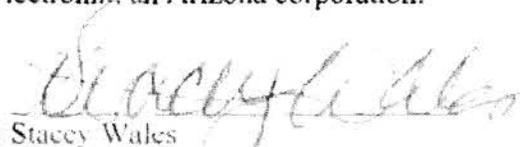
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The parties have executed this Agreement on the day and date first above listed.

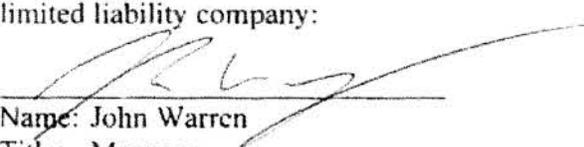
SELLER:

Visionary Business Works, Inc.  
d/b/a Electronix, an Arizona corporation:

By:   
Name: Stacey Wales  
Title: President, Director and Authorized Designee

PURCHASER:

Omnivations, LLC, a Texas  
limited liability company:

  
Name: John Warren  
Title: Manager

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LIST OF SCHEDULES

Schedule 1.1(a)	Tangible Business Assets
Schedule 2.4	Allocation of Purchase Price
Schedule 3.1	Permitted Liens and Encumbrances
Schedule 3.3	List of Creditors
Schedule 6.1(a)	Form of Bill of Sale

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SCHEDULE 1.1(b)

Tangible Business Assets

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Tangible Assets	Value	Serial #/ID
Tim's Employee Laptop	\$1,549.20	B3RRNK1
Stacey's Employee Laptop	\$1,549.21	93RRNK1
Chris' Employee Laptop	\$1,075.27	7FFMKN1
Betty's Employee Laptop	\$2,965.60	MXQ03404DR
Steve's Laptop	\$1,127.78	8Q3CJL1
Dee's Desktop Computer	\$780.77	0R747C
Server (Mickey)	\$1,687.40	CN-067X0P-71070-995-0322-A00
Server (Alice)	\$1,641.98	CN-0G9007-71070-952-0035-A00
Server (Oswald)	\$1,641.99	CN-0G900T-71070-952-0036-A00
Server (Facilier)	\$1,588.31	CN-0G900T-71070-940-0065-A00
Server Rack Cabinet	\$2,325.93	
Dell 24 Port Switch	\$335.81	FTX132583BA
Barracuda Link Balancer	\$2,570.39	24RFFH1
Cisco Router	\$355.00	FTX132782NG
Dell External Hard Drive	\$190.62	CNBFC75607
Dell Printer	\$320.24	FP8TJH1
S D Link Switches	\$420.00	1PB1995D0090D
Wireless Projection System	\$216.18	210686E8A
Logitech X-140 Speakers	\$29.99	
Dell Latitude Laptop	\$900.00	1M6VW41
80 Port Patch Panel	\$4,250.00	BAR-WB-204502
Laptop	\$2,805.00	43NB7L1
Laptop	\$2,203.99	FPRQ6N1
Dual Monitors	\$366.60	MX-ONPMG6-74262-05R-1NCU-X
RAM	\$166.72	
Ipad 2 (for testing)	\$977.37	DN6FX4CFDKNY
Logitech Wireless Mouse & Keyboard	\$129.99	Y-RBN90
Telerik (end-user controls) developer license	\$1,800.00	needs to be renewed
Dundas Dashboard Developer License	\$40,000.00	transferrable
Dundas Production Server License	\$40,000.00	transferrable
Dundas Unlimited Viewer Access License	\$40,000.00	transferrable
Microsoft Windows SQL Server Enterprise Licenses	\$38,000.00	2 licenses each at \$19,000, installed on the databases
<b>Total</b>	<b>\$193,971.34</b>	

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**Intangible Assets**

Fleetronix Fleet Management Software Application source code (aka GPS tracking and telematics software)  
 Fleetronix Asset Management Software Application source code (aka ice machine asset management software)







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SCHEDULE 2.4

Allocation of Purchase Price

Business Assets

Tangible Assets	\$ 150,000.00
Intangible Assets	\$ 600,000.00
Goodwill	<u>\$ 50,000.00</u>
TOTAL	\$ 800,000.00

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SCHEDULE 3.1

Permitted Liens

ESTIMATED LIABILITIES, LIENS, INCUBRANCES & DISTRIBUTIONS

ITEM	AMOUNT
Asset Purchase Amount	\$ 800,000
<b>Current Liabilities<sup>1</sup></b>	
Accounts Payable <sup>2</sup>	\$ (162,000)
Summary Judgment for Mark IV Capital <sup>3</sup>	\$ (84,929) <sup>5</sup>
Tax Liability (payroll and sales -- federal and state) <sup>4</sup>	\$ (80,000) <sup>5</sup>
Long-Term Note: Agility Ventures <sup>2</sup>	\$ (48,000) <sup>5</sup>
Long-Term Note: SBA Loan <sup>2</sup>	\$ (22,131)
Loans to Family	\$ (37,685)
<b>Total Debt</b>	<u>\$ (434,745)</u>
<b>Equity</b>	
Shareholder Loans	\$ (90,292)
<b>Amount to Allocate to Shareholders*</b>	\$ 274,963

**\*ESTIMATED DISTRIBUTION OF PROCEEDS**

% Equity	Shareholders	Estimated Return
55%	Stacey Wales	\$ 151,230
25%	Tammi Wight	\$ 68,741
10%	Jorge De Las Casas	\$ 27,496
10%	Javier Cano	\$ 27,496
<b>Total:</b>		<b>\$ 274,963</b>

<sup>1</sup>All current liabilities represent pre-negotiated payoff amounts

<sup>2</sup>Estimated; does not reflect activity in February and March 2014 as those months have not yet been reconciled

<sup>3</sup>Total amount of judgement is approximately \$132,208.50, of which \$47,279.69 is reflected in accounts payable

<sup>4</sup>Estimated, since Q1 2014 tax liabilities have not yet been calculated

<sup>5</sup>Represents item with incumbrance to assets

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EXHIBIT 3.4

Representation Regarding Creditors

The only creditors are the trade creditors.

Trade creditors and employee compensation will be paid by Seller prior to or from the proceeds of the Purchase Price.

At Closing, an affidavit will be given to Purchaser by Seller indicating that all creditors are paid in full or will be paid in full on presentation of a final bill for services or supplies prior to the Closing Date.

8:15 AM

03/14/14

**Fleetronix**  
**A/P Aging Summary**  
As of February 28, 2014

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	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Aglity Ventures	0.00	3,755.00	3,755.00	3,755.00	3,755.00	15,020.00
AT & T	0.00	0.00	0.00	0.00	774.50	774.50
CalAmp Wireless Networks Corp.	0.00	0.00	0.00	0.00	0.00	0.00
City of Chandler	0.00	0.00	0.00	0.00	25.00	25.00
Cox	0.00	0.00	0.00	0.00	1,139.84	1,139.84
DreamOrbit	0.00	0.00	0.00	0.00	37,448.00	37,448.00
Exadigm	0.00	0.00	0.00	0.00	9,756.00	9,756.00
Germann Road Associates, LLC	0.00	0.00	0.00	0.00	47,279.69	47,279.69
Google, Inc.	0.00	0.00	0.00	0.00	6,500.00	6,500.00
KORE Telematics, Inc.	0.00	0.00	0.00	0.00	18,034.35	18,034.35
M2 FleetCommunications	0.00	0.00	0.00	0.00	335.00	335.00
National Products, Inc.	0.00	0.00	0.00	0.00	639.20	639.20
The Hartford Insurance Co.	0.00	0.00	0.00	0.00	181.80	181.80
Verizon Wireless	0.00	2,034.87	2,010.37	1,967.70	11,326.53	17,339.47
<b>TOTAL</b>	<b>0.00</b>	<b>5,789.87</b>	<b>5,765.37</b>	<b>5,722.70</b>	<b>137,194.91</b>	<b>154,472.85</b>

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EXHIBIT 6.1(a)

BILL OF SALE

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**ADDENDUM**  
**to**  
**ASSET PURCHASE AGREEMENT**

This Addendum to Asset Purchase Agreement ("Addendum") is executed this 13 day of March, 2014, by and between Visionary Business Works, Inc. d/b/a Fleetronix, an Arizona corporation, ("Seller") whose address is 2727 W. Frye Road, #120, Chandler, Arizona 85227, and Omnivations, LLC, a Texas limited liability company ("Purchaser") whose address is 5400 Suncrest Dr., Bldg. C, Suite 5, El Paso, Texas 79912.

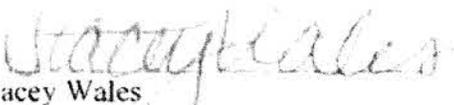
Contemporaneously herewith, the parties hereto have executed that certain Asset Purchase Agreement (the "APA") and desire to supplement the APA with the following:

"3.9 No Shareholder Interest in the Purchased Assets. No shareholder of Seller, either directly or indirectly, possess or claims any right of ownership or interest of any kind or nature, whether by way of development, license, lien or otherwise, in any of the Purchased Assets."

All other terms and provisions of the APA remain as stated therein.

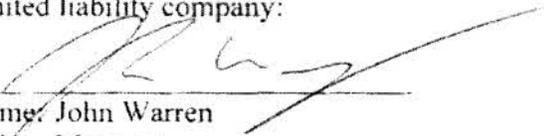
SELLER:

Visionary Business Works, Inc.  
d/b/a Fleetronix, an Arizona corporation:

By:   
Name: Stacey Wales  
Title: President, Director and Authorized Designee

PURCHASER:

Omnivations, LLC, a Texas  
limited liability company:

  
Name: John Warren  
Title: Manager

ESCROW AGREEMENT

This escrow agreement (the "Escrow Agreement") is executed and effective this 13 day of March, 2014, and is by and between Visionary Business Works, Inc. d/b/a Fleetronix, an Arizona corporation, ("VBW") and Omnivations, LLC, a Texas limited liability company, ("Omnivations") (collectively: the "Parties").

A. The Parties have entered into that certain Asset Purchase Agreement of even date herewith (the "APA").

B. The Parties desire that the APA be held in escrow pursuant to the terms of this escrow agreement until the "Purchase Price" set forth in the APA has been timely paid.

AGREEMENT

In consideration of the above Recitals and the promises and provisions set forth in this Escrow Agreement, as well as other good and valuable consideration, the sufficiency, adequacy and sufficiency of which the parties hereby acknowledge, the Parties agree as follows:

As recited above, the Parties are executing the APA contemporaneously with the execution of this Escrow Agreement. The Parties hereby agree that the APA be, and hereby is, placed in escrow pursuant to the terms of this Escrow Agreement and, further, that the APA is to be of no force or effect until it is released from escrow pursuant to the terms hereof.

The APA shall be released from escrow and shall become effective upon the satisfaction of the following condition (the "Condition"): the receipt by VBW of the \$800,000.00 "Purchase Price" recited in the APA within the time constraints set forth therein.

Should the Condition not be satisfied, the APA shall be voided and destroyed by the "Escrow Agent" (identified below) and shall be of no force and effect.

The Parties hereby designate Troy Brown, Esq., of El Paso, Texas as the "Escrow Agent." Escrow Agent shall have no liability to any of the Parties arising from the due execution of his duties under this Escrow Agreement and the Parties, jointly and severally, shall indemnify, defend and hold harmless Escrow Agent from all claims in connection with this Escrow Agreement save and except indemnification for damages arising from the gross negligence and/or intentionally wrongful conduct of Escrow Agent.

The Parties hereby agree: that this Agreement shall be deemed to have been made under and shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws principals; that each Party shall be subject to, and hereby submits to, personal jurisdiction and venue in the State of Texas, County of El Paso, in connection with this Agreement; and that the only forum for any civil action in connection with this Agreement will be a court of general jurisdiction in the State of Texas, County of El Paso.

This Agreement shall inure to the benefit of the Parties and their respective successors and/or assigns. No third party is intended to benefit from the performance of any Party to this Agreement.

FINAL

Notwithstanding any other language in this Agreement, any dispute arising under or relating to this Agreement may, at the sole option of Omnivations, be decided by binding arbitration by a single arbitrator pursuant to the rules of the American Arbitration Association. All fees and costs of such arbitrator shall be shared equally by the Parties. Venue for any such arbitration shall be in the County of El Paso, State of Texas. The district courts of El Paso County, Texas shall have the power to enter judgment upon the ruling of such arbitrator.

This Agreement, together with the APA, constitutes the complete, comprehensive and final agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions, negotiations, statements, promises or representations, if any, relating to the subject matter hereof. No amendment or modification of this Agreement shall be enforceable against any Party unless same is reduced to a writing and signed by said Party.

If one or more of the provisions in this Agreement is deemed invalid, void or unenforceable by law, then the remaining provisions will continue in full force and effect. Moreover, if any one or more of the provisions contained in this Agreement shall be held to be excessively broad or partially invalid, illegal or unenforceable, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall appear.

Any failure by any Party to enforce any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver thereof in the future. A notice to, or demand on, any Party that is given even though not required to be given does not entitle such Party to notice or demand in similar or other circumstances, and does not waive such Party's right to take other or further action in any circumstances, including similar circumstances, without notice or demand.

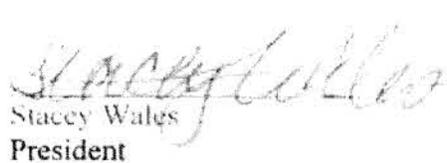
This Agreement is the product of the negotiation and preparation by, between and among the Parties and their attorneys, if any. Accordingly, the Parties hereto acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or the attorney's for one party or another, and shall be construed accordingly.

Agreed:

Omnivations, LLC,  
a Texas limited liability company:

By:   
Name: John Warren  
Title: Manager

Visionary Business Works, Inc. d/b/a  
Flectronix, an Arizona corporation:

By:   
Name: Stacey Wales  
Title: President

ORIGINAL

**UNANIMOUS WRITTEN CONSENT IN LIEU OF A SPECIAL MEETING  
OF THE SHAREHOLDERS AND BOARD OF DIRECTORS OF  
VISIONARY BUSINESS WORKS, INC.**

In lieu of a Special Meeting of the Shareholders and Board of Directors of VISIONARY BUSINESS WORKS, INC., an Arizona corporation (the "Corporation"), the Shareholders and the members of the Board of Directors of the Corporation, in accordance with ARS 10-704 and ARS 10-821, hereby resolve to take the following actions as if taken at a duly constituted meeting of the Shareholders and the members of the Board of Directors of the Corporation.

**AUTHORIZATION TO SELL SUBSTANTIALLY ALL OF THE CORPORATION'S  
ASSETS**

RESOLVED, that, each of the Shareholders having carefully read the Asset Purchase Agreement set forth in Exhibit A attached hereto (the "APA"), the Corporation is authorized and directed to enter into the APA and to sell, transfer and convey substantially all of its assets of the Corporation pursuant thereto.

**AUTHORIZATION TO ENTER INTO A RELATED PARTY TRANSACTION**

RESOLVED FURTHER, that, each of the Shareholders having hereby been informed that Stacey Wales and Timothy Wales are, either directly or indirectly, members of the limited liability company, Omnivations, LLC, that is the "Purchaser" under the APA, the Corporation is authorized and directed to enter into this related party transaction.

**AUTHORIZATION TO ENTER INTO ESCROW AGREEMENT RELATING TO THE  
APA**

RESOLVED FURTHER, that the Corporation is authorized and directed to enter into the escrow agreement relating to the APA (the "Escrow Agreement") attached hereto as Exhibit B.

**AUTHORIZATION TO STACEY WALES TO SIGN DOCUMENTS ON THE  
CORPORATION'S BEHALF**

RESOLVED FURTHER, that the Corporation's president, Stacey Wales is hereby authorized and directed to execute the APA and the Escrow Agreement on the Corporation's behalf.

ORIGINAL

The undersigned, being all of the Shareholders and the members of the Board of Directors of the Corporation, by signing this written consent, hereby approve of the actions transacted by this written consent in lieu of such special meeting.

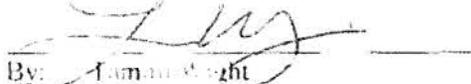
APPROVED as of the 13 day of March, 2014.

  
By: Stacey Wifles  
Its: Director, President and Shareholder (55%)

\_\_\_\_\_  
By: Javier Cano  
Its: Director and Shareholder (10%)

  
By: Timothy Wades  
Its: Director and Secretary

\_\_\_\_\_  
By: Jorge de las Casas  
Its: Director and Shareholder (10%)

  
By: Tamara Knight  
Its: Director and Shareholder (25%)

ORIGINAL

The undersigned, being all of the Shareholders and the members of the Board of Directors of the Corporation, by signing this written consent, hereby approve of the actions transacted by this written consent in lieu of such special meeting.

APPROVED as of the \_\_\_\_ day of March, 2014.

\_\_\_\_\_  
By: Stacey Wales  
Its: Director, President and Shareholder (55%)

Javier Cano  
\_\_\_\_\_  
By: Javier Cano  
Its: Director and Shareholder (10%)

\_\_\_\_\_  
By: Timothy Wales  
Its: Director and Secretary

\_\_\_\_\_  
By: Jorge de las Casas  
Its: Director and Shareholder (10%)

\_\_\_\_\_  
By: Tammi Wight  
Its: Director and Shareholder (25%)

ORIGINAL

The undersigned, being all of the Shareholders and the members of the Board of Directors of the Corporation, by signing this written consent, hereby approve of the actions transacted by this written consent in lieu of such special meeting.

APPROVED as of the \_\_\_ day of March, 2014.

By: Stacey Wales  
Its: Director, President and Shareholder (55%)

By: Javier Cano  
Its: Director and Shareholder (10%)

By: Timothy Wales  
Its: Director and Secretary

By: Jorge de las Casas  
Its: Director and Shareholder (10%)

By: Tammi Wight  
Its: Director and Shareholder (25%)

EXHIBIT 13

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment Agreement") is made effective August 11, 2014 between **Agility Lease Fund-III, LLC**, an Arizona limited liability company ("Agility") and **Omnivations II, LLC**, a Texas limited liability company ("Omnivations II, LLC"). Agility and Omnivations II, LLC may hereinafter from time to time be referred to individually as a "Party" and together as the "Parties".

### RECITALS

A. Agility has leased certain equipment to Visionary Business Works, Inc. dba Fleetronix, an Arizona corporation ("Lessee") pursuant to that certain Master Lease Agreement #33-116 dated as of September 27, 2011 (the "Lease"), a copy of which is attached hereto as Exhibit A.

B. In accordance with the terms and conditions of the Lease and of Equipment Schedule No. 33-116-01 thereto (the "Schedule"), a copy of which is attached hereto as Exhibit B, Agility has leased to Lessee the equipment described on Exhibit A to the Equipment Schedule (the "Equipment").

C. To secure the obligations of Lessee under the Lease and the Schedule, Lessee granted to Agility a security interest in certain of the assets of Lessee as set forth in that certain Security Agreement dated September 27, 2011 (the "Lessee Security Agreement"), a copy of which is attached hereto as Exhibit C.

D. Pursuant to the terms and conditions of that certain Lease Guaranty dated September 27, 2011 (the "T. Wales Guaranty"), a copy of which is attached hereto as Exhibit D, Tim Wales ("T. Wales") guaranteed the performance by Lessee of its obligations under the Lease, the Schedule and the other Lease Documents.

E. Pursuant to the terms and conditions of that certain Stock Pledge Agreement dated October 20, 2011 (the "R. Brauer Stock Pledge Agreement"), a copy of which is attached hereto as Exhibit E, Rob Brauer provided collateral security for Lessee's obligations under the Lease, the Schedule and the other Lease Documents.

F. Pursuant to the terms and conditions of that certain Lease Guaranty dated September 27, 2011 (the "S. Wales Guaranty"), a copy of which is attached hereto as Exhibit F, Stacey Wales ("S. Wales") guaranteed the performance by Lessee of its obligation under the Lease, the Equipment Schedule and the other Lease Documents.

G. Pursuant to the terms and conditions of that certain Stock Pledge Agreement dated September 27, 2011 (the "S. Wales Stock Pledge Agreement"), a copy of which is attached hereto as Exhibit G, S. Wales secured her obligations under the S. Wales Guaranty and provided collateral security for Lessee's obligations under the Lease, the Schedule and the other Lease Documents.

H. Pursuant to the terms and conditions of that certain Lease Guaranty (Corporate) dated September 27, 2011 (the "Installers Guaranty"), a copy of which is attached hereto as Exhibit H, Visionary Mobile Installers, LLC ("Installers") guaranteed the performance by Lessee of Lessee's obligations under the Lease, the Schedule and the other Lease Documents.

I. To secure the obligations of Installers under the Installers Guaranty, Installers granted to Agility a security interest in certain of the assets of Installers as set forth in that certain Security Agreement dated September 27, 2011 (the "Installers Security Agreement"), a copy of which is attached hereto as Exhibit I.

J. Pursuant to that certain Blocked Account Control Agreement dated September 27, 2011 (the "Blocked Account Control Agreement") a copy of which is attached hereto as Exhibit J, Lessee granted to Agility certain rights as to the accounts of Lessee at Great Western Bank.

K. Agility desires to assign all of its right, title and interest in and to (i) the Lease, (ii) the Schedule, (iii) the Equipment, (iv) the Lease Documents, (v) the Residual and (vi) the Collateral, to Omnivations II, LLC, and Omnivations II, LLC desires to acquire the right, title and interest thereto from Agility, all pursuant to the terms and conditions of this Agreement.

### AGREEMENT

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

#### 1. DEFINITIONS.

As used herein, the following terms shall have the designated meanings:

- 1.1 **Assignment Agreement:** This Agreement.
- 1.2 **Bill of Sale:** The bill of sale to be signed by Agility and delivered to Omnivations II, LLC pursuant to Section 2.1 of this Agreement transferring all right, title and interest in the Equipment to Omnivations II, LLC, a copy of which is attached hereto as Exhibit K.
- 1.3 **Blocked Account Control Agreement:** The Blocked Account Control Agreement dated September 27, 2011, pursuant to which Lessee granted to Agility certain rights as to the accounts of Lessee at Great Western Bank.
- 1.4 **Business Day:** Any day other than a Saturday, Sunday or a holiday on which commercial banks operating in the State of Arizona are authorized or required to close to the general public.
- 1.5 **Collateral:** All property, security interests, rights and guarantees of the Lease securing the performance by Lessee of its obligations under the Lease, the Schedule and the other Lease Documents received by Agility under or in relation to the Lease and/or the Schedule, as well as all substitutions therefor and additions thereto.

- 1.6 **Equipment**: The equipment described on the Schedule and all substitutions, upgrades, additions and modifications thereto, and all proceeds arising therefrom (including insurance proceeds).
- 1.7 **Installers**: Visionary Mobile Installers, LLC, an Arizona limited liability company.
- 1.8 **Installers Guaranty**: The Lease Guaranty (Corporate) dated September 27, 2011 pursuant to which Visionary Mobile Installers, LLC (“Installers”) guaranteed the performance by Lessee of Lessee’s obligations under the Lease, the Schedule and the other Lease Documents.
- 1.9 **Installers Security Agreement**: The Security Agreement dated September 27, 2011 pursuant to which Installers granted to Agility a security interest in certain of the assets of Installers to secure the obligations of Installers under the Installers Guaranty.
- 1.10 **Lease**: Master Lease Agreement #33-116 dated as of September 27, 2011 with Lessee, as amended from time to time.
- 1.11 **Lease Documents**: Those documents and agreements related to the lease of the Equipment by Lessee pursuant to the Lease and which evidence and secure the Lease and the Schedule or are executed in connection with and relate to the Lease and/or the Schedule, including without limitation, the Lease, the Schedule, the Lessee Security Agreement, the Installers Guaranty, the Installers Security Agreement, the T. Wales Guaranty, the T. Wales Stock Pledge Agreement, S. Wales Guaranty, the S. Wales Stock Pledge Agreement and the Blocked Account Agreement.
- 1.12 **Lessee**: Visionary Business Works, Inc. dba Fletronix, an Arizona corporation.
- 1.13 **Lessee Security Agreement**: The Security Agreement dated as of September 27, 2011 signed by Lessee granting to Agility a security interest in the “Collateral” as defined therein.
- 1.14 **Purchase Price**: The sum of \$40,463.70.
- 1.15 **Rent**: The Rent payments payable pursuant to the Schedule and the Rent payable during any extension term thereof.
- 1.16 **Residual**: The amount payable by Lessee upon the purchase by Lessee of the Equipment upon the termination of the term of the Schedule and the amount received upon the other disposal of the Equipment upon the termination of the term of the Schedule or otherwise.
- 1.17 **Schedule**: Equipment Schedule #33-116-01 signed by Agility and Lessee pursuant to the Lease.

- 1.18 **S. Wales**: Stacey Wales.
- 1.19 **S. Wales Guaranty**: The Guaranty dated September 27, 2011, signed by S. Wales pursuant to which S. Wales guaranteed the performance by Lessee of its obligation under the Lease, the Schedule and the other Lease Documents.
- 1.20 **S. Wales Stock Pledge Agreement**: The Stock Pledge Agreement dated September 27, 2011 pursuant to which S. Wales secured her obligations under the S. Wales Guaranty and provided collateral security for Lessee's obligations under the Lease, the Schedule and the other Lease Documents.
- 1.21 **T. Wales**: Tim Wales.
- 1.22 **T. Wales Guaranty**: The Guaranty dated September 27, 2011, signed by T. Wales pursuant to which T. Wales guaranteed the performance by Lessee of its obligation under the Lease, the Schedule and the other Lease Documents.
- 1.23 **T. Wales Stock Pledge Agreement**: The Stock Pledge Agreement dated September 27, 2011 pursuant to which T. Wales secured his obligations under the T. Wales Guaranty and provided collateral security for Lessee's obligations under the Lease, the Schedule and the other Lease Documents.

Other terms defined in this Agreement shall have the meanings attributed to them. Other capitalized terms used herein, but not defined herein, shall have the meanings set forth in the Lease. The Recitals hereto are incorporated herein by this reference.

## **2. SALE AND ASSIGNMENT OF THE LEASE, THE SCHEDULE, THE EQUIPMENT AND THE LEASE DOCUMENTS; ASSUMPTION BY OMNIVATIONS II, LLC; RENT PAYMENTS.**

2.1 **Sale and Assignment.** Subject to the terms and conditions of this Agreement, Agility hereby sells, assigns and transfers to Omnivations II, LLC, and Omnivations II, LLC hereby purchases, assumes and accepts from Agility, for the Purchase Price, all right, title and interest of Agility in and to (i) the Lease, (ii) the Schedule, (iii) the Equipment, (iv) the Lease Documents, (v) the Residual and (vi) the Collateral. Payment by Omnivations II, LLC of the Purchase Price shall constitute a sale and purchase of all right, title, interest and benefits of Agility with respect to the Lease, the Schedule, the Equipment, the Lease Documents, the Residual and the Collateral, including, without limitation, the right to receive (a) each payment of Rent or other payments payable by Lessee under the Lease and the Schedule, including all unpaid Rent due as of the date of this Agreement, (b) the Residual and (c) all other collections and amounts received at any time and from time to time by Agility or Omnivations II, LLC from Lessee after the date of this Agreement under or in relation to (i) the Lease, (ii) the Schedule, (iii) the Equipment, (iv) the Lease Documents, (v) the Residual and (vi) the Collateral, including, without limitation, any amounts paid in respect of insurance proceeds and condemnation awards on the Equipment.

Agility agrees to execute and deliver to Omnivations II, LLC the Bill of Sale on the date of the execution of this Agreement.

2.2 **Assumption.** Subject to the terms and conditions of this Agreement, Omnivations II, LLC hereby assumes all of the obligations of Agility under the Lease, the Schedule and the other Lease Documents and agrees to perform all such obligations in accordance with such documents.

2.3 **Rent Payments.** From and after the date of this Agreement, Lessee shall make monthly Rent payments and all other sums payable under the Lease Documents directly to Omnivations II, LLC. Omnivations II, LLC and Agility shall agree upon the provisions of the notice to be sent to Lessee notifying Lessee of the assignments contemplated by this Agreement. Omnivations II, LLC shall be solely responsible to bill for, collect and receive the Rents and other sums payable under the Lease, the Schedule and the other Lease Documents directly from the Lessee. If after the date of this Agreement Agility receives any Rent payments from Lessee or amounts pursuant to any right of lien, setoff, counterclaim or otherwise as regards Lessee's obligations under the Lease, the Schedule or the other Lease Documents due on or after the date of this Agreement or with respect to the Equipment or the Collateral, Agility shall deliver such amount to Omnivations II, LLC and such payments shall be made within five (5) Business Day following the Business Day that Agility receives the payment by check or wire transfer to such address or account as Omnivations II, LLC may specify in writing from time to time. Notwithstanding anything to the contrary contained herein, Agility shall retain all payments received by Agility from the Lessee prior to the date of this Agreement.

### 3. **PURCHASE PRICE.**

3.1 **Purchase Price.** In consideration of Agility agreeing to enter into this Agreement, Omnivations II, LLC shall pay the Purchase Price to Agility on the date of the execution of this Agreement.

### 4. **FULL RISK PURCHASE; WARRANTIES.**

4.1 **Full Risk Purchase.** This Agreement is without recourse to Agility. Omnivations II, LLC accepts the full risk of nonpayment by Lessee of the Rents and other amounts due under the Lease, the Schedule and the other Lease Documents and the value of the Equipment and agrees that Agility shall not be responsible for the performance or observance by Lessee or any guarantor or third party obligor of any of the terms, covenants or conditions of the Lease, the Schedule or the other Lease Documents. Agility does not assume and shall have no responsibility or liability, express or implied, for the collectability of the Rent or of any other amount payable under the Lease, the Schedule or any of the other Lease Documents, or the financial condition of Lessee or any of the guarantors, or any credit or other information furnished by Agility to Omnivations II, LLC. Omnivations II, LLC acknowledges that the decision to purchase the Lease, the Schedule, the other Lease Documents and the Equipment was made on the basis of independent judgment based on an informed independent analysis of the Collateral and the financial condition of Lessee and all obligors. Agility has made no representation or warranty regarding Lessee, the Equipment, the Residual, the Collateral, the Lease Documents or any other documents or agreements relating

thereto or with respect to the creditworthiness of Lessee, the value of the Equipment, the Residual or the Collateral, or the validity, enforceability or correctness of the Lease, the Schedule or any of the other Lease Documents or of any statements or certificates signed, executed or made by the Lessee except as provided herein. Agility makes no representations or warranties as to the location or condition of the Equipment and disclaims any such warranties. Omnivations II, LLC acknowledges that the Equipment is being sold and assigned to Omnivations II, LLC "AS-IS, WHERE-IS". Agility hereby informs Omnivations II, LLC that as of the date of this Agreement Lessee is in default under the terms of the Lease, the Schedule and the other Lease Documents.

#### 4.2 Warranties.

4.2.1 **By Agility.** Agility makes the following covenants, warranties and representations for the benefit of Omnivations II, LLC:

(a) As of the date of execution hereof, the interest of Agility in the Lease, the Schedule, the Equipment, and the other Lease Documents shall be owned by Agility free and clear of all security interests and liens created by Agility and Agility's interest in the Collateral, the Lease, the Schedule, the Equipment and the other Lease Documents is not pledged by Agility as collateral for any loan or other purpose.

(b) Agility has complied with all laws and regulations applicable to Agility in connection with the Lease.

(c) Agility has or shall have in its possession the originals of all documents or instruments constituting the Lease, the Schedule and the other Lease Documents, and the Lease, the Schedule and the other Lease Documents are the only agreements containing the complete terms of the agreement between Lessee and Agility regarding the Lease, the Schedule and the Equipment. Agility will provide to Omnivations II, LLC, concurrent with the execution by Omnivations II, LLC and delivery to Agility of this Agreement the original Lease, Schedule and other Lease Documents, in each case as in effect as of the date of execution hereof.

(d) (A) Agility is duly organized, validly existing and in good standing under the laws of its state of organization and has full power and authority to enter into this Agreement and to carry out the terms and conditions contained herein; and (B) this Agreement: (1) has been duly and validly authorized, executed and delivered by Agility; (2) is in full force and effect with respect to Agility; and (3) constitutes legal, valid and binding obligations of Agility, enforceable against Agility in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws (including any applicable common law and equity) and judicial decisions which may affect the remedies provided therein.

(e) There is no action, suit or proceeding pending against Agility before or by any court, administrative agency or other governmental authority which brings into question the validity of, or might in any way impair, the execution, delivery or performance by Agility of this Agreement.

(f) No approval of, or consent from, any governmental authority or other third party is required for the execution, delivery or performance by of this Agreement.

4.2.2 **By Omnivations II, LLC.** Omnivations II, LLC makes the following representations and warranties to and for the benefit of Agility:

(a) Omnivations II, LLC has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and assuming the risk of its purchases contemplated by this Agreement.

(b) Omnivations II, LLC has reviewed such materials and the information with respect to Lessee, the Lease, the Schedule and the other Lease Documents, the Equipment, the Collateral and the Residual as Omnivations II, LLC has deemed necessary to make its decision to purchase the Lease, the Schedule and the other Lease Documents and the Equipment, all based solely on its own independent evaluation of the Lease, the Schedule, the other Lease Documents and the Equipment and Lessee's creditworthiness.

(c) Omnivations II, LLC has not relied upon any investigation or analysis conducted by, advice or communication from, nor any warranty or representation by, Agility or any agent or employee of Agility, express or implied, concerning the financial condition of Lessee or the value or condition of the Equipment, the Residual or the Collateral.

(d) (A) Omnivations II, LLC is duly organized, validly existing and in good standing under the laws of its state of organization and has full power and authority to enter into this Agreement and to carry out the terms and conditions contained herein; and (B) this Agreement: (1) has been duly and validly authorized, executed and delivered by Omnivations II, LLC; (2) is in full force and effect with respect to Omnivations II, LLC; and (3) constitutes legal, valid and binding obligations of Omnivations II, LLC, enforceable against Omnivations II, LLC in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws (including any applicable common law and equity) and judicial decisions which may affect the remedies provided therein.

(e) There is no action, suit or proceeding pending against Omnivations II, LLC before or by any court, administrative agency or other governmental authority which brings into question the validity of, or might in any way impair, the execution, delivery or performance by Omnivations II, LLC of this Agreement.

(f) No approval of, or consent from, any governmental authority or other third party is required for the execution, delivery or performance by of this Agreement.

## 5. **INDEMNITIES.**

5.1 **Indemnities by Agility.** Agility shall, upon Omnivations II, LLC's demand, pay and assume liability for, and indemnify, protect, defend, save and keep harmless Omnivations II, LLC and its officers, directors, shareholders and affiliates (each, an "Omnivations II, LLC Indemnitee"), from and against any and all liabilities, obligations, losses, damages, settlements, claims, actions, suits, penalties, actual costs and expenses (including, without limitation, reasonable fees and expenses of counsel) of whatsoever kind and nature which shall at any time or from time to time be imposed upon, incurred by such Omnivations II, LLC Indemnitee to the extent solely and directly caused by any material inaccuracy or material breach by Agility of any representation or warranty made by Agility hereunder.

5.1.2 Agility shall, upon Omnivations II, LLC's demand, pay and assume liability for, and indemnify, protect, defend, save and keep harmless the Omnivations II, LLC Indemnitees from and against any and all liabilities, obligations, losses, damages, settlements, claims, actions, suits, penalties, actual costs and expenses (including, without limitation, reasonable fees and expenses of counsel) of whatsoever kind and nature which shall at any time or from time to time be imposed upon, incurred by such Omnivations II, LLC Indemnitee to the extent solely and directly caused by the breach by Agility of any of the obligations of the Lessor under the Lease, the Schedule or any of the other Lease Documents prior to and through the date of this Agreement.

5.2 **Indemnities by Omnivations II, LLC.**

5.2.1 Omnivations II, LLC shall, upon Agility's demand, pay and assume liability for, and indemnify, protect, defend, save and keep harmless Agility and its officers, directors, shareholders and affiliates (each, an "Agility Indemnitee"), from and against any and all liabilities, obligations, losses, damages, settlements, claims, actions, suits, penalties, actual costs and expenses (including, without limitation, reasonable fees and expenses of counsel) of whatsoever kind and nature which shall at any time or from time to time be imposed upon, incurred by such Agility Indemnitee to the extent solely and directly caused by any material inaccuracy or material breach of any representation or warranty made by Omnivations II, LLC hereunder or in any other document, instrument or certificate delivered in connection with this Agreement.

5.2.2 Omnivations II, LLC shall, upon Agility's demand, pay and assume liability for, and indemnify, protect, defend, save and keep harmless the Agility Indemnitees from and against any and all liabilities, obligations, losses, damages, settlements, claims, actions, suits, penalties, actual costs and expenses (including, without limitation, reasonable fees and expenses of counsel) of whatsoever kind and nature which shall at any time or from time to time be imposed upon, incurred by such Agility Indemnitee to the extent solely and directly caused by the breach by Omnivations II, LLC of any of the obligations of the Lessor under the Lease, the Schedule or any of the other Lease Documents from and after the date of this Agreement.

6. **STATUS OF PARTIES.**

It is agreed that Agility and Omnivations II, LLC are not in a fiduciary relationship, are not partners or joint venturers. The relationship between Omnivations II, LLC and Agility is and shall be that of a purchaser and seller of a property interest, and Agility does not assume and shall not have any liability to Omnivations II, LLC for the failure of Lessee or any guarantor to pay any amount to Omnivations II, LLC.

7. **BINDING EFFECT.**

This Agreement shall be binding upon and inure to the benefit of Agility and Omnivations II, LLC and their respective permitted successors and assigns, including, without limitation, any governmental agency or authority which becomes a successor in interest to either of the Parties hereto.

8. **INTEGRATION; AMENDMENT.**

This Agreement, including the exhibits hereto, constitutes the entire agreement of Agility and Omnivations II, LLC with respect to the Lease, the Schedule, the other Lease Documents and the Equipment, the Collateral and the Residual and supersedes all prior oral and written, and all contemporaneous oral, negotiations with respect thereto. No provision of this Agreement may be amended or waived except by a written agreement executed by both Omnivations II, LLC and Agility.

9. **TERMINATION.**

This Agreement may be terminated by written agreement of the Parties.

10. **THIRD PARTIES.**

There are no third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, Lessee is not a third party beneficiary hereof.

11. **NOTICES.**

Any notice to be given under this Agreement shall be in writing and shall be deemed given and received upon personal delivery, delivery by overnight courier or two (2) Business Days after deposit in the U.S. mail, certified or registered mail with postage prepaid, return receipt requested, addressed as follows:

If to Agility:

Agility Lease Fund-III, LLC  
325 West Gurley, Suite 103  
Prescott, Arizona 86301  
Attn: Mr. Hal Hayden

If to Omnivations II, LLC:

Omnivations II, LLC  
5400 Suncrest Drive  
Bldg. C, Ste. 5  
El Paso, Texas 79912

---

Attn: Jeff Berlin, CFO

Notice given in any other manner shall be effective upon actual receipt by the Party for whom the same is intended. Either Party may change its designated address by written notice given as aforesaid.

**12. FURTHER ASSURANCES; TIME OF ESSENCE.**

The Parties covenant and agree to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers and assurances for implementing the intention of the Parties under this Agreement, as the Parties shall reasonably request. Time is of the essence of this Agreement.

**13. ATTORNEYS' FEES.**

In the event of litigation or other proceedings (including arbitration, appellate or bankruptcy proceedings) between the Parties with respect to this Agreement, the prevailing Party shall be entitled to recover from the other Party, in addition to all other sums and relief, its reasonable costs and attorneys' fees, both at and in preparation for trial, arbitration and any appeal, such amount to be set by the court or arbitrator before which the matter is heard.

**14. GOVERNING LAW, WAIVER OF JURY TRIAL AND JURISDICTION.**

This Agreement shall be governed by and interpreted under the laws of the State of Arizona. The Parties hereby irrevocably submit to the jurisdiction of any state or federal court sitting in Yavapai County, Arizona. Each Party waives any objection which it may now or hereafter have to a laying of venue in any such action or proceeding in any such forum, and also waives any claim that any such forum is an inconvenient forum. Each Party agrees that it shall not bring suit or action upon this Agreement in the courts of any other jurisdiction. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN THE PARTIES.

**15. INTERPRETATION.**

The section headings herein are for convenience only and shall not affect the interpretation hereof. If any provision of this Agreement is held to be invalid, illegal or unenforceable as written, then the Parties intend and desire that (a) such provision be enforceable and enforced to the fullest extent allowed by law, and (b) the balance of this Agreement remain fully enforceable as written.

**16. COUNTERPARTS.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original when one or more of such counterparts has been executed and delivered by each of the Parties.

[SIGNATURES ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**AGILITY:**

Agility Lease Fund-III, LLC  
By: Agility Ventures, LLC, Its Manager

By:  \_\_\_\_\_  
Name: Hal Hayden  
Title: Manager

**OMNIVATIONS II, LLC:**

Omnivations II, LLC \_\_\_\_\_

By: Jeff Berlin

\_\_\_\_\_  
Its: CFO

the fullest extent allowed by law, and (b) the balance of this Agreement remain fully enforceable as written.

**16. COUNTERPARTS.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original when one or more of such counterparts has been executed and delivered by each of the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**AGILITY:**

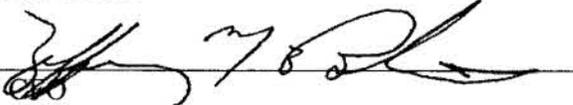
Agility Lease Fund-III, LLC  
By: Agility Ventures, LLC, Its Manager

By: \_\_\_\_\_  
Name: Hal Hayden  
Title: Manager

**OMNIVATIONS II, LLC:**

Omnivations II, LLC

By: Jeff Berlin

Its:  \_\_\_\_\_

**EXHIBIT A**

**THE LEASE**

**EXHIBIT B**  
**THE SCHEDULE**

EXHIBIT C  
THE LESSEE SECURITY AGREEMENT

**EXHIBIT D**  
**THE T. WALES GUARANTY**

**EXHIBIT E**

**THE T. WALES STOCK PLEDGE AGREEMENT**

**EXHIBIT F**  
**THE S. WALES GUARANTY**

EXHIBIT G

THE S. WALES STOCK PLEDGE AGREEMENT

EXHIBIT H  
THE INSTALLERS GUARANTY

**EXHIBIT I**  
**THE INSTALLERS SECURITY AGREEMENT**

EXHIBIT J

THE BLOCKED ACCOUNT CONTROL AGREEMENT

**EXHIBIT K**  
**THE BILL OF SALE**

EXHIBIT 14

**From:**  
**Subject:** RE: Omnivations II, LLC  
**Attachments:** NOTICE OF ASSIGNMENT Fleetronix Omnivations II-signed.pdf QUIT CLAIM BILL OF SALE Fleetronix Omnivations - FINAL-signed.pdf ASSIGNMENT AGREEMENT Fleetronix (Omnivations II LLC)--FINAL-signed.pdf

---

**From:** Timothy J. Harrington [<mailto:tharrington@moorepennalaw.com>]  
**Sent:** Tuesday, September 23, 2014 12:51 PM  
**To:** [klang@lang-baker.com](mailto:klang@lang-baker.com)  
**Cc:** [tbrown@cftng.com](mailto:tbrown@cftng.com)  
**Subject:** Omnivations II, LLC

Kent,

Per our call yesterday, attached are the assignment documents received by my client, Omnivations II, LLC, from the creditor/assignor, Agility Lease Fund-III, LLC.

The underlying security documents will follow in a separate e-mail.

Please call me upon your review.

Thanks.

Tim Harrington

**Timothy J. Harrington, Esq.**  
Moore Penna & Associates PLLC  
38600 Van Dyke Ave., Suite 30  
Sterling Heights, MI 48312  
(586) 883-6585 (office)  
(248) 417-0210 (cell)  
(586) 883-6468 (fax)  
[tharrington@moorepennalaw.com](mailto:tharrington@moorepennalaw.com)

---

**From:** Timothy J. Harrington  
**Sent:** Sunday, September 14, 2014 10:58 PM  
**To:** Ditsch, Brian  
**Subject:** FW: Introduction

Brian,

Per our last call, attached are the assignment documents we have discussed.

Please call me upon your review.

Thanks.

Tim Harrington  
Moore Penna & Associates PLLC  
(248) 417-0210 (cell)

---

**From:** Timothy J. Harrington  
**Sent:** Sunday, September 14, 2014 5:15 PM  
**To:** Timothy J. Harrington  
**Subject:** Fwd: Introduction

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Rena Curtis <[rcurtis@agilityventures.com](mailto:rcurtis@agilityventures.com)>  
Date:09/02/2014 12:31 PM (GMT-05:00)  
To: "Timothy J. Harrington" <[tharrington@moorepennalaw.com](mailto:tharrington@moorepennalaw.com)>, "James D. Atkinson" <[James.Atkinson@carpenterhazlewood.com](mailto:James.Atkinson@carpenterhazlewood.com)>  
Cc: 'Jeff Berlin' <[jberlin@elhc.net](mailto:jberlin@elhc.net)>, 'Troy Brown' <[tbrown@cfling.com](mailto:tbrown@cfling.com)>  
Subject: RE: Introduction

Tim,

This should be everything. Please let me know if there is anything else.

I did get a call from Stacey asking who her lease had been sold to, so I sent her an electronic copy of the assignment which she claimed not have received by mail.

**Rena Curtis**  
**Agility Ventures**  
**325 E. Gurley St., Ste 103**  
**Prescott, AZ 86301**  
**928.541.0773 (direct)**  
**928.541.0771 (main)**

**From:** Timothy J. Harrington [<mailto:tharrington@moorepennalaw.com>]  
**Sent:** Friday, August 29, 2014 3:00 PM  
**To:** Rena Curtis; 'James D. Atkinson'  
**Cc:** Jeff Berlin; Troy Brown  
**Subject:** RE: Introduction

Rena,

Per my voice message to you a moment ago, please forward me a copy of the assignment and all other related documents executed in connection with this transaction. Thanks for your attention to this.

Tim Harrington  
( 248 ) 417-0210

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Rena Curtis <[rcurtis@agilityventures.com](mailto:rcurtis@agilityventures.com)>  
Date:08/15/2014 6:57 PM (GMT-05:00)  
To: "Timothy J. Harrington" <[tharrington@moorepennalaw.com](mailto:tharrington@moorepennalaw.com)>, "James D. Atkinson" <[James.Atkinson@carpenterhazlewood.com](mailto:James.Atkinson@carpenterhazlewood.com)>  
Cc:  
Subject: Introduction

Jim,

I would like to introduce you to Timothy Harrington, counsel for Omnivations in the Fleetronix assignment. He would like to speak to regarding finishing up their transaction in Arizona and possibly retaining your assistance.

Tim's number is 248.417.0210

**Rena Curtis**  
**Agility Ventures**  
**325 E. Gurley St., Ste 103**  
**Prescott, AZ 86301**

V00136

EXHIBIT 15

2727 W. Frye Rd., Suite 120  
Chandler, AZ 85224 4942  
480.776.0667 Main  
480.776.6789 Fax



**SENT VIA FIRST CLASS MAIL**

October 9, 2014

Robert Brauer  
108 East Wood Dr.  
Phoenix, AZ 85022

**Re: RECEIPT OF NOTICE OF DEFAULT FOR AGILITY MASTER LEASE AGREEMENT #33-116**

Dear Shareholder:

As you know, Visionary Business Works, Inc. has been behind in making monthly payments to Agility for the Master Lease Agreement #33-116 (the "Master Lease Agreement"), as documented in the meeting minutes from the annual board meeting last held on February 7, 2014 and also discussed via email exchanges to shareholders on September 30, 2014.

Per the attached notices, I have been formally informed that Visionary Business Works, Inc. is in default of the Master Lease Agreement and, it is my understanding that, the obligee has commenced the foreclosure process for all pledged assets and obligations related to the Master Lease Agreement.

This notice is to inform all shareholders that Visionary Business Works, Inc. is not able to satisfy the outstanding past due amount of \$33,419.50 due to obligee in a foreseeable timeframe to stop the foreclosure process on the pledged assets.

Sincerely,

A handwritten signature in cursive script that reads "Stacey Wales". The signature is written in black ink and is positioned above the printed name and title.

Stacey Wales  
President

Encl.: as stated

Agility Lease Fund III, LLC  
 325 East Gurley Street  
 Suite 103  
 Prescott, AZ 86301



VISIONARY BUSINESS WORKS, INC dba FLEETRONIX  
 2727 W FRYE RD, #120  
 CHANDLER, AZ 85224

Contract #	:	033-0000116-001
Date Due	:	08/01/2014
Invoice Number	:	6875
Invoice Date	:	07/12/2014
Current Charges	:	3,755.00
Total Due	:	25,909.50

For Customer Service inquiries please call 800-541-0711.

Contract No. 033-0000116-001					
Date	Description	Rate Payment	Balance Due	Late Charge	Contract Total
	Communication Services Equipment				
03/01/2014	Rental	7,510.00			7,510.00
05/01/2014	Rental	3,755.00			3,755.00
06/01/2014	Rental	3,755.00			3,755.00
07/01/2014	Rental	3,755.00			3,755.00
	Late Charges			3,379.50	3,379.50
08/01/2014	Rental	3,755.00			3,755.00
<b>033-0000116-001 Total</b>					<b>25,909.50</b>

To ensure proper credits, please allow the full 30 days prior to your payment.

VISIONARY BUSINESS WORKS, INC dba  
 FLEETRONIX  
 2727 W FRYE RD, #120  
 CHANDLER, AZ 85224

Contract #	:	033-0000116-001
Date Due	:	08/01/2014
Invoice Number	:	6875
Invoice Date	:	07/12/2014
Current Charges	:	\$3,755.00
Total Due	:	\$25,909.50

**Remit To:**

Agility Lease Fund III, LLC  
 325 East Gurley Street  
 Suite 103  
 Prescott, AZ 86301

Change of Address?  
 Please check box and  
 complete other side.

SENT VIA FIRST CLASS MAIL

August 11, 2014

Mr. Tim Wales and Ms. Stacey Wales  
Visionary Business Works, Inc. dba Fleetronix  
2727 W Frye Road, Suite 120  
Chandler, Arizona 85224

Re: NOTICE OF ASSIGNMENT OF MASTER LEASE AGREEMENT #33-116  
AND EQUIPMENT SCHEDULE NO. 33-116-01

Dear Mr. and Mrs. Wales:

Pursuant to that certain Master Lease Agreement #33-116 made as of September 27, 2011 (the "Master Lease Agreement") and Equipment Schedule No. 33-116-01 dated such date (the "Equipment Schedule"), Agility Lease Fund-III, LLC ("Agility") leased certain Equipment (as defined in the Master Lease Agreement and described in Exhibit A to the Equipment Schedule) to Visionary Business Works, Inc. dba Fleetronix ("Fleetronix"), and Fleetronix leased such Equipment from Agility. In connection with such lease transaction, Fleetronix executed certain other Lease Documents (as defined in the Master Lease Agreement, but including, without limitation, a Security Agreement dated as of September 27, 2011).

Section 17(b) of the Master Lease Agreement provides as follows:

(b) Lessor may at any time with or without notice to Lessee grant a security interest in, sell, assign, delegate or otherwise transfer (an "Assignment") all or any part of its interest in the Equipment, this Lease or any Schedule and any related Lease Documents or any Rent thereunder or the right to enter into any Schedule, and Lessee shall perform all of its obligations thereunder, to the extent so transferred, for the benefit of the beneficiary of such Assignment (such beneficiary, including any successors and assigns, an "Assignee"). Lessee agrees not to assert against any Assignee any Abatement (without limiting the provisions of Section 2) or Claim that Lessee may have against Lessor, and Assignee shall not be bound by, or otherwise required to perform any of Lessor's obligations, unless expressly assumed by such Assignee. Lessor shall be relieved of any such assumed obligations. If so directed in writing, Lessee shall pay all Rent and all other sums that become due under the assigned Schedule and other Lease Documents directly to the Assignee or any other party designated in writing by Lessor or such Assignee. Lessee acknowledges that Lessor's right to enter into an Assignment is essential to Lessor and, accordingly, waives any restrictions under applicable law with respect to an Assignment and any related remedies. Upon the request of Lessor or any Assignee, Lessee also agrees (i) to promptly execute and deliver to Lessor or to such Assignee an acknowledgment of the Assignment in form and substance satisfactory to the requesting party, an insurance certificate and such other documents and assurances reasonably requested by Lessor or Assignee, and (ii) to comply with all other reasonable requirements of any such Assignee in connection with any such Assignment. Upon such Assignment and except as may otherwise be provided herein, all references in this Lease to "Lessor" shall include such Assignee.

This letter is to inform you that as permitted by Section 17(b) of the Master Lease Agreement, Agility has assigned to Omnivations II, LLC all of Agility's right, title and interest in and to the Master Lease Agreement, the Equipment Schedule, the Equipment and all the Lease Documents (as defined in the Master Lease Agreement). Such Assignment became effective August 11, 2014 (the "Effective Date"). Commencing with the Rent payment due August 8, 2014 and

thereafter, all Rent payments and all other amounts due pursuant to the Master Lease Agreement, the Equipment Schedule and the Lease Documents must be made to Omnivations II, LLC via electronic funds transfer to the following bank account:

Bank Name: Chase Bank  
ABA No.: 072000326  
Account No.: 611217527  
Account Name: Omnivations II, LLC

In connection with such assignment, Omnivations II has assumed all of Agility's obligations under the Master Lease Agreement, the Equipment Schedule and the Lease Documents, and Electronix should look to Omnivations II for the performance of all obligations of the Lessor under such documents or otherwise related to the lease transaction evidenced thereby.

Please free to contact the undersigned or Mr. Jeff Berlin of Omnivations II (810-656-6343) if you have any questions regarding the above information.

Very truly yours,

Agility Lease Fund-III, LLC  
By: Agility Ventures, LLC, Its Manager

By:  \_\_\_\_\_  
Hal Hayden  
Its: Manager

**Omnivations, II, LLC**  
**401 Vinton Road**  
**Anthony, Texas 79821**

October 2, 2014

**NOTICE OF DEFAULT**

Stacey Wales, President  
Visionary Business Works, Inc. d/b/a Fletronix  
2727 W Frye Road, Suite 120  
Chandler, Arizona 85224

**Re: MASTER LEASE AGREEMENT #33-116 and EQUIPMENT SCHEDULE  
NO. 33-116-01**

Dear Ms. Wales,

As you know, Visionary Business Works, Inc. d/b/a Fletronix is seriously past due in its obligations under the above-referenced and related documents, including a certain security agreement (the "Obligations"). Omnivations, II, LLC is now the obligee of such documents and all rights pertaining thereto pursuant to a certain assignment dated August 11, 2014 of which you have received written notice.

The attached August 1, 2014 invoice from the original obligee shows a total then due of \$25,909.50 including past due amounts \$22,154.50 (including of a contractual late payment charge of \$3,379.50 reflective of the default status). The last payment received was July 1, 2014 which was credited against the then outstanding February 1 payment owed.

No payments have been received by Omnivations II, LLC since the August 11, 2014 assignment and payments for September or October of 2014 are now past due rendering current past due amount of **\$33,419.50**.

Omnivations, II, LLC hereby declares Visionary Business Works, Inc. d/b/a Fletronix to be in **DEFAULT** of the Obligations. Please be advised that Omnivations II, LLC shall promptly commence all remedies available to it under the Obligations and existing law.

Sincerely,



Jeff Berlin, CFO  
**Omnivations, II, LLC**

Encl.: as stated

# Lang Baker & Klain, PLC

ATTORNEYS

George H. King  
(480) 947-1911 (f) (480) 970-5034  
gking@lang-baker.com

8767 E. Via de Commercio, Suite 102  
Scottsdale, Arizona 85258  
www.lang-baker.com  
LBK File No: 2761-001: Document in Prof.law

October 2, 2014

*Via First Class Mail*

Stacey Wales, President  
Visionary Business Works, Inc. dba Fleetronix  
2727 West Frye Road, Suite 120  
Chandler, Arizona 85224

**Re: Master Lease Agreement #33-116 and Equipment Schedule No. 33-116-01**

Dear Ms. Wales,

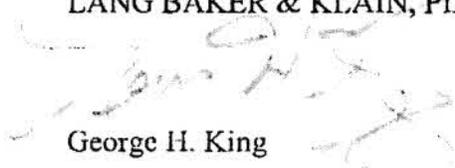
This firm represent Omnivations II, LLC. I am following up on the default letter sent to you today.

Under Arizona law, after default, "a secured party may require the debtor to assemble the collateral and make it available to the secured party at a place designated by the secured party that is reasonably convenient to both parties." A.R.S. § 47-9609(C). Omnivations is therefore demanding that you assemble the collateral that is the subject of the above-referenced agreements so that it can be retrieved by Omnivations. It is my understanding that you have the documents that identify the collateral, but if you need copies of those documents, please let me know.

Please contact me so that we can make these arrangements. I appreciate your cooperation with this process. Thank you.

Sincerely,

LANG BAKER & KLAIN, PLC

  
George H. King

GHK/jr

EXHIBIT 16

# THE RECORD REPORTER

~SINCE 1914~

Mailing Address : 2025 N THIRD ST #160, PHOENIX, AZ 85004-1425  
Telephone (602) 417-9900 / Fax (602) 417-9910  
Visit us @ [www.RecordReporter.com](http://www.RecordReporter.com)

JANEL RUBERT  
LANG BAKER & KLAIN PLC (DANIEL DRAKE)  
8767 E VIA DE COMMERCIO #102  
SCOTTSDALE, AZ 85258

RR# 2681016

## NOTICE OF PUBLIC SALE OF COLLATERAL

Omnivations II, LLC, a Texas limited liability company, ("Omnivations II"), a secured creditor of Visionary Business Works, Inc., an Arizona corporation, ("VBW") hereby gives notice of a public sale of certain equipment, proprietary software, accounts receivable, and other tangible and intangible assets belonging to VBW ("Sale Items"). A more detailed list of the sale items may be found at: <http://omnivations.com/VBWauuction.html> (the "Sale Website"). By this sale, Omnivations II will be foreclosing its security interest in the Sale Items.

The Sale Items will be sold in bulk in one lot at a public auction. No offers for individual Sale Items will be entertained. The auction will be at 2727 West Frye Road, Suite 120, Chandler, Arizona 85224-4942 ("Auction Site") at 4:00 pm on Friday, November 7, 2014 ("Sale Date"). Some but not all of the Sale Items will be available for inspection at the Auction Site beginning at 3:30 pm on the Sale Date. Only qualified bidders may bid. Qualified bidders must register in person by 3:45 pm at the Auction Site and must present a cashier's check for \$40,000 (the opening bid amount) at that time.

All items are sold by Omnivations II "as is, where is," with all faults and with no warranties, implied or expressed. Descriptions of the Sale Items on the Sale Website are not comprehensive. All potential buyers are encouraged to view the Sale Items that are located at the Auction Site to make their own independent evaluation. All sales are final.

Omnivations II will be making an opening credit bid of \$40,000 for the Sale Items, and may make higher bids. No other bidders may make credit bids and no bidder other than Omnivations II may appear telephonically. The winning bid must be paid in full by certified funds to Omnivations II no later than 5:00 p.m. PST on the first business day following the auction. Bidding increments are \$500.00.

The Auction Site is a working office with property belonging to individuals other than Visionary Business Works. You are not bidding on the entire contents of the Auction Site, but only on the items listed on the Sale Website.

The buyer is responsible for locating and retrieving any items that are not at the Auction Site. The seller cannot guarantee the cooperation of the third-party holders of any Sale Items. All software and hardware are sold without ongoing support of any nature.

10/27, 10/29/14

RR-2681016#

## COPY OF NOTICE

(Not an Affidavit of Publication. Do not file.)

Reference #  
Notice Type: PS PUBLIC SALE NOTICE  
Ad Description VISIONARY BUSINESS WORKS, INC. 11/7/14

To the right is a copy of the notice you sent to us for publication in THE RECORD REPORTER. Please read this notice carefully and fax or e-mail ([record\\_reporter@dailyjournal.com](mailto:record_reporter@dailyjournal.com)) any corrections. The Affidavit will be filed, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

10/27/2014 , 10/29/2014

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice

Publication	\$35.00
Arizona Sales Tax	\$0.18
NetTotal	\$35.18

Your Legal Publishing



\* A 0 0 0 0 0 3 5 7 6 6 9 8 \*

V00134

EXHIBIT 17

**From:** Stacey Wales  
**Sent time:** 10/31/2014 01:23:28 PM  
**To:** twight@sbcins.com; rbrauer14@yahoo.com; Greg@geejoeconsulting.com; Javier Cano <javiercano59@me.com>; JORGE DE LAS CASAS <jorgedelascasas@hotmail.com>  
**Subject:** Certified Letter Followup  
**Attachments:** Notice to Shareholders-Agility Foreclosure.pdf 193b8d53-0677-4572-a012-d268e703305f.pdf

---

Dear Shareholders,

This email serves as a follow-up to the certified letter personalized and mailed out to each of you on October 9, 2014 (see attached), from which I have not heard back from anyone regarding its contents. Additionally related and attached is the legal notice of foreclosure and public auction of Visionary Business Works' assets taking place on November 7, 2014.

Regards,

**Stacey Wales**  
President  
**FLEETRONIX**

**Fleetronix**  
2727 W. Frye Road  
Suite 120  
Chandler, AZ 85224-4942  
480-776-0667, ext. 200  
480-776-6789 - Fax  
[stacey.wales@fleetronix.com](mailto:stacey.wales@fleetronix.com)  
[www.fleetronix.com](http://www.fleetronix.com)

EXHIBIT 18

**From:** T Wight <twight@sbcins.com>  
**Sent time:** 11/06/2014 02:14:48 PM  
**To:** Stacey Wales  
**Cc:** greg@geejoeconsulting.com; javiercano59@hotmail.com; javiercano59@me.com; jorgedelascasas@hotmail.com  
**Subject:** Fleetronix

---

Ms. Wales

We understand that certain property belonging to the Company is being foreclosed upon this Friday, November 7, 2014. Although we, as investors in the Company, have repeatedly requested that we be provided information about the Company's finances, including but not limited to access to the books and records of the Company to ascertain what happened to our investment proceeds, none of that information has ever been provided to us. While you have not given us enough time to determine the validity of Omnivations II, LCC's alleged lien on the property to be foreclosed, we do ask that you immediately provide us with the documentation that established that lien as well as the consideration provided to Omnivations II, LLC or its predecessor(s) in interest. Further, we would like to know whether you have any interest, ownership or contract, in Omnivations II, LLC. or in Omnivations, LLC that previously entered into an Asset Purchase Agreement with our Company.

Your failure to provide us investors with adequate information prior to and following our investments leave us with a great deal of concern and suspicion as to your operation of the Company, and especially with what appears to us to be a carefully orchestrated effort to transfer the value of the company, both tangible and intangible property, to another entity from which you may gain a personal benefit. We can think of no other legitimate reason for your past actions and failure to provide us with the information we have been requesting but denied. We are, however, receptive to considering your perspective on the matter. Toward that end, please provide your response to this request, in writing, at your earliest convenience.

Thank you for your consideration of this demand.

Sincerely,

Tammi Wight,  
Javier Cano,  
Jorge De Las Casas

EXHIBIT 19

Lang & Klain, P.C.  
ATTORNEYS

George H. King  
(480) 947-1911 (f) (480) 970-5034  
gking@lang-klain.com

8767 E. Via de Commercio, Suite 102  
Scottsdale, Arizona 85258  
www.lang-klain.com  
LKPC File No: 2761-001: 355896

March 6, 2015

*Via Process Server*

Stacey Wales  
Timothy Wales  
2580 Balsam Ct.  
Chandler, AZ 85286

*Re: Omnivations II, LLC adv. Visionary Business Works dba Fletronics*

Dear Mr. and Ms. Wales,

Served on you with this letter is a copy of the Temporary Restraining Order ("TRO") issued in El Paso, Texas compelling Ms. Wales to provide certain listed information, and forbidding her and anyone in active concert or participation with her (including but not limited to Mr. Wales) from taking certain actions. You have already been served with this TRO by the Chandler Police Department, but you may not know that this TRO has now been domesticated in Arizona.

Specifically, the TRO was filed with the Maricopa County Superior Court, as case no. CV2015-090791. Pursuant to A.R.S. § 12-1702 and Article IV, Section 1 of the United States Constitution, the TRO is entitled to full faith and credit in Arizona. It must be obeyed.

You have already violated the TRO by removing Omnivations property from the leased space on Frye Road, and by refusing to turn over the information listed in the TRO. To avoid further liability, Omnivations demands that you immediately cease interfering with Omnivations access to its property, including but not limited to equipment stored at NextFort in Chandler. Both of you must immediately execute all necessary paperwork with NextFort to relinquish all customer rights to Omnivations equipment located at NextFort and also all necessary paperwork to authorize John Warren of Omnivations to be the new and only Single Point of Contact.

Omnivations also demands, again, that Ms. Wales immediately turn over all passwords, keys, and any other information needed to access all Omnivations equipment, programs and data.

Lang & Klain, P.C. March 6, 2015

Page 2

If I do not hear from you or any attorney you may hire by Noon, Tuesday, March 10, 2015, we will proceed to seek contempt sanctions against both of you in Arizona, in addition to all other relief that is and may be sought against you in Texas. Thank you.

Sincerely,

LANG & KLAIN, P.C.

  
George H. King

GHK/anb  
Enclosure

V00090

1 **LANG & KLAIN, P.C.**  
8767 E. VIA DE COMMERCIO, SUITE 102  
2 SCOTTSDALE, ARIZONA 85258  
TELEPHONE (480) 947-1911  
3 FilingKAL@lang-klain.com

4 **GEORGE H. KING, #013287**  
*Attorneys for Omnivations II, LLC*

**COPY**

MAR 04 2015



MICHAEL K. JEANES, CLERK  
C. RAYMOND  
DEPUTY CLERK

6 **SUPERIOR COURT OF ARIZONA**

7 **MARICOPA COUNTY**

8 **OMNIVATIONS II, LLC,**  
9 a Texas limited liability company,

10 Plaintiff,

11 v.

12 **STACEY WALES, an individual**

13 Defendants.

Case No. CV2015-090791

**NOTICE OF FILING FOREIGN  
JUDGMENT**

14 **YOU ARE HEREBY GIVEN NOTICE PURSUANT TO A.R.S. §12-**  
15 **1703(B) THAT THE FOREIGN JUDGMENT/ORDER DESCRIBED**  
16 **BELOW HAS BEEN FILED IN THE OFFICE OF THE CLERK OF**  
17 **THE SUPERIOR COURT OF MARICOPA COUNTY.**

18 **COURT IN WHICH JUDGMENT WAS ENTERED:** 120<sup>th</sup> District Court for the  
19 County of El Paso, State of  
Texas

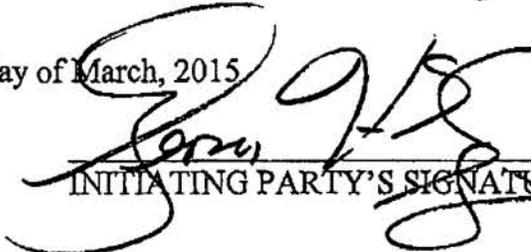
20 **CASE NUMBER:** 2015DCV0647

21 **DATE OF JUDGMENT/ORDER:** March 2, 2015

22 **NAME AND ADDRESS OF INITIATING PARTY:** Omnivations II, LLC, a Texas  
23 limited liability company

24 **NAME AND ADDRESS OF INITIATING PARTY'S** George H. King  
25 **ATTORNEY:**

26 **RESPECTFULLY SUBMITTED** this 4<sup>th</sup> day of March, 2015

27  
28   
INITIATING PARTY'S SIGNATURE



**COPY**

MAR 04 2015



MICHAEL K. JEANES, CLERK  
C. RAYMOND  
DEPUTY CLERK

1 **LANG & KLAIN, P.C.**  
8767 E. VIA DE COMMERCIO, SUITE 102  
2 SCOTTSDALE, ARIZONA 85258 .  
TELEPHONE (480) 947-1911  
3 FilingKAL@lang-klain.com

4 **GEORGE H. KING, #013287**  
*Attorneys for Omnivations II, LLC*  
5

6 **SUPERIOR COURT OF ARIZONA**

7 **MARICOPA COUNTY**

8 **OMNIVATIONS II, LLC,**  
a Texas limited liability company,  
9

10 Plaintiff,

11 v.

12 **STACEY WALES, an individual**

13 Defendants.

Case No. CV2015-090791

**AFFIDAVIT SUBSTANTIATING  
FOREIGN JUDGMENT**

14 I affirm that I am over the age of 18 and otherwise competent to testify in a  
15 court of law of the United States or several states and make this Affidavit  
16 without being under fraud, duress, or undue influence from any person as to  
the following facts:

17  
18 1. Pursuant to A.R.S. §12-1702 et seq., I am filing this Affidavit with the Clerk of the  
Superior Court along with a certified copy of a foreign judgment/order.

19  
20 2. The name and last known post office box or residential address of the  
Plaintiff/Petitioner is as follows:

21 Omnivations II, LLC  
22 401 W. Vinton Road  
23 Anthony, TX 79821

24  
25 3. The name and current post office box or residential address of the  
Defendant/Respondent is as follows:

26 Stacey Wales  
27 2580 Balsam Ct.  
28 Chandler, AZ 85286

**COPY**

RECEIVED  
DISTRICT CLERK  
MAR 04 2015

IN THE 120th District COURT OF  
EL PASO COUNTY, TEXAS

MAR 2 PM 2:59  
MICHAEL J. JEANES, CLERK  
C. RAYMOND  
DEPUTY CLERK

OMNIVATIONS II, LLC,  
a Texas limited liability company,

Plaintiff,

vs.

STACEY WALES, an individual,

Defendant.

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BY \_\_\_\_\_  
DEPUTY

Cause No. 2015DCV0647

CV2015-090791

**TEMPORARY RESTRAINING ORDER**

This matter came before the Court by way of Plaintiff's Original Petition for Declaratory Judgment & Injunction (the "Petition") and Plaintiff's Verified Application for Temporary Restraining Order and Injunction (the "Application"). The Court, having read the Petition and Application and having made all of the requisite findings for the granting of the relief sought in the Application as set forth below, hereby GRANTS the Application.

The Court hereby finds the following:

1. Given the verified facts recited in the Application, all of which are supported by the verified allegations contained within the Petition, Omnivations II, LLC (referred to hereinafter as "OMNI" or "Company") is likely to prevail on the merits of its petition for injunction.

2. Absent the injunctive relief requested herein, OMNI has no adequate remedy at law and will suffer irreparable injury and extreme hardship in that, in the absence of the requested injunctive relief, it will have no possession, custody or control over: (1) company operations (including servicing company customers); (2) company assets, offices, facilities and equipment; (3) company funds; and (4) proprietary information of the Company as page will be



in the possession, custody and control of Defendant Wales whose refusal to respond to the request for information attached as **Exhibit C** to the Petition and, thus, non-compliance with her statutory and contractual duties, as alleged in the Petition and Application, are adverse to OMNI and its Manager and CEO, John Warren, and could, in reasonable likelihood, cause loss of the proprietary information of OMNI and damage OMNI's relationships with its customers.

3. The granting of the injunctive relief sought by OMNI in this Court will work no prejudice upon Wales because she has a statutory and contractual duty to provide the information to the Manager and CEO of the Company, John Warren.

4. The balance of equities favor OMNI given the fact that: in the absence of the requested injunctive relief it will have no possession, custody or control over: (1) company operations (including servicing company customers); (2) company assets, offices, facilities and equipment; (3) company funds; and (4) proprietary information of the company as same will be in the possession, custody and control of Defendant Wales whose refusal to respond to the request for information attached as **Exhibit C** to the Petition and, thus, non-compliance with her statutory and contractual duties, as alleged in the Petition and Application, are adverse to OMNI and its Manager and CEO, John Warren, and could, in reasonable likelihood, cause loss of the proprietary information of OMNI and damage OMNI's relationships with its customers.

5. Given that OMNI is the owner of the requested items and information and that the providing of the requested information and materials will not require Defendant Wales to incur any personal expense whatsoever, the Court hereby sets a nominal bond in the amount of \$ 500.00.

6. IT IS THEREFORE, ORDERED that Stacey Wales, Defendant, her agents, servants and employees, be and hereby is/are, commanded forthwith to desist and refrain and are



prohibited and restrained from directly or indirectly engaging in the following actions: (1) the sale or transfer of ownership of company assets; (2) withdrawal or transfer of funds from any company accounts (including bank accounts), including writing checks on or from any company accounts; (3) endorsement or negotiation of un-deposited checks payable to the company; (4) removal or destruction of company assets, equipment (including servers) and books and records, including, without limitation, any electronically stored information, from company offices or facilities, including but not limited to, removal of such items from 2727 W. Frye Road, Suite 120 Chandler, Arizona; (5) preventing access by John Warren and such agents, representatives, attorneys, and employees (as authorized by him) to company offices, facilities, accounts, books and records (including such books and records stored electronically) and equipment (including servers), including offsite facilities containing accounts, books and records (including those stored electronically) and equipment (including servers); (6) secreting, changing, destroying or preventing access to any code, including but not limited to, base code, source code or compiled code whether acquired or developed by the Company, including software and operating systems used by the Company on any servers or equipment; (7) secreting, changing, destroying or preventing access to company passwords or codes, or other means of access to, company offices, facilities, accounts, books and records (including such books and records stored electronically) and equipment (including servers), including offsite facilities containing accounts, books and records (including those stored electronically) and equipment (including servers).

7. IT IS THEREFORE, ORDERED Stacey Wales, Defendant, her agents, servants and employees, shall: (1) preserve corporate books and records; and (2) allow access to and/or immediately turn over and/or tender the following to OMNI's Manager, John Warren:

1. Access to all accounts of any kind;



2. All logins and passwords of any kind relating to the Company, including to all servers;
3. Access to, or means of access to, facilities leased by the Company;
4. The Company's balance sheet as of the end of the preceding fiscal year and the current fiscal year;
5. The Company's statement of income for the current fiscal year;
6. A statement of source and application of funds for the current fiscal year; and
7. All Company books and records, written or electronic.

The books and records requested are to include, but are not limited to: check registers; general ledgers; checkbooks; cancelled checks; wire transfers; deposit records; tax returns; financial statements; records of capital contributions and distributions; compensation information for all officers, directors and employees; member distribution information; contracts; loan agreements; guaranty agreements; records of accounts receivable and payable; documents reflecting gross receipts of the business; documents reflecting expenditures of the business; security agreements; lists of all real and personal property of the Company; and copies of the Company's minutes, certificates, articles, bylaws, annual reports and shareholder agreements. This request further includes any and all agreements to which the Company is a party including, without limitation; real estate leases; storage leases; equipment contracts or leases; including a description of any product or service provided to or to be provided to the Company not currently covered by a Company purchase order; all purchase orders issued to Date by the Company; whether open, partially filled or entirely filled or closed; employee contracts, agency agreements; service agreements; sales representative agreements; or other third party commitments to, by or with the Company.

The books and records includes all information requested whether in printed, written, handwritten, typewritten, computer generated or electronically stored (including metadata) form, whether originals, copies or non-conforming copies which contain deletions, insertions, handwritten notes or comments, however produced or reproduced, and any other means of retention of information or otherwise recorded matter,

until further order of this Court.



8. It is hereby ordered that this matter be set for hearing as to whether this Temporary Restraining Order will be converted into a Temporary Injunction on March ~~15~~<sup>16</sup>, 2015 at 9:00 a.m.

*Dr.*

SO ORDERED the 2<sup>nd</sup> day of March, 2015 at 2:50 o'clock pm.

*[Signature]*  
Presiding Judge

5  
A TRUE COPY, I CERTIFY  
NORMA L. FAVECA, District Clerk  
By: *[Signature]* Deputy  
MAR 3 2015



**THE STATE OF TEXAS**

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you, or your attorney, do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

TO: **STACEY WALES**, who may be served with process at **2727 W. FRYE ROAD, SUITE-120, CHANDLER AZ 85224** or wherever he/she may be found

Greetings:

You are hereby commanded to appear by filing a written answer to the Plaintiff's Original Petition for Declaratory Judgment & Injunction at or before ten o'clock A.M. of the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable **120<sup>th</sup> Judicial District Court**, El Paso County, Texas, at the Court House of said County in El Paso, Texas.

Said Plaintiff's Original Petition for Declaratory Judgment & Injunction was filed in said court on this the **2<sup>nd</sup>** day of March, 2015 by Attorney at Law, **TROY C. BROWN**, 401 W. VINTON RD, ANTHONY, TX 79821 in this case numbered **2015DCV0647** on the docket of said court, and styled:

**OMNIVATIONS II, LLC,  
A TEXAS LIMITED LIABILITY COMPANY  
VS  
STACEY WALES, AN INDIVIDUAL**

The nature of Plaintiff's demand is fully shown by a true and correct copy of the Plaintiff's Original Petition for Declaratory Judgment & Injunction accompanying this citation and made a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at El Paso, Texas, on this the **2<sup>nd</sup>** day of March, 2015.

CLERK OF THE COURT

**NORMA L. FAVELA**  
District Clerk  
El Paso County Courthouse  
500 E. San Antonio Ave, RM 103  
El Paso, Texas 79901



Attest: NORMA L. FAVELA District Clerk  
El Paso County, Texas

By: Susanne Fierro, Deputy  
Susanne Fierro

Rule 106: "-the citation shall be served by the officer delivering to each defendant, in person, a true copy of the citation with the date of delivery endorsed thereon and with a copy of the petition attached thereto."

IN THE \_\_\_\_\_ COURT OF  
EL PASO COUNTY, TEXAS

OMNIVATIONS II, LLC,  
a Texas limited liability company;

Plaintiff,

vs.

STACEY WALES, an individual,

Defendant.

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Cause No. \_\_\_\_\_

**PLAINTIFF'S ORIGINAL PETITION  
FOR DECLARATORY JUDGMENT & INJUNCTION**

NOW COMES Plaintiff, OMNIVATIONS II, LLC; by and through its attorney, Troy C. Brown, and for its Original Petition for Temporary and Mandatory Injunction against Defendant, Stacy Wales, an individual, would show the Court as follows:

Discovery Level

1. Discovery is to be conducted under Level 2 of the Texas Rules of Civil Procedure.

Parties and Jurisdiction

2. Plaintiff, Omnivations II, LLC ("OMNI") is a manager-managed limited liability company organized and existing under the laws of the State of Texas doing systematic and continuous business in the County of El Paso, State of Texas.

3. Defendant, Stacy Wales, is an individual residing in the State of Arizona and, further, is, for the time being, one of two Managers of OMNI. Exercise of jurisdiction over Wales is conferred by Tex. Civ. P & Rem. Code § 17.042 as Wales is an individual doing business in the state of Texas, including contracting by mail or otherwise with OMNI which contracts were to be performed in whole or in part in Texas and this proceeding arises out of the business done in this

state and to which Defendant Wales is a party herein. Defendant Wales can be served with process at 2727 W. Frye Road, Suite 120, Chandler, Arizona 85224 or wherever she may be found.

4. The events forming the basis of the allegations in the lawsuit occurred in El Paso County, Texas and venue is proper in El Paso County, Texas.

5. The amount in controversy in this case is within the jurisdictional limits of this Court.

#### Facts

6. Attached hereto as Exhibit A is the Certificate of Formation for OMNI. This Certificate of Formation reflects that OMNI is to be a manager-managed LLC under the laws of the State of Texas.

7. Attached hereto as Exhibit B is the duly executed Operating Agreement of OMNI. This Operating Agreement reflects that John Warren and Stacy Wales were elected by the membership as managers of the company. Further, John Warren was designated as Chief Executive Officer ("CEO") and Defendant Wales as President.

8. The annual meeting of OMNI is set to be held, after due notice, on Tuesday, March 3, 2015 in Anthony, Texas.

9. In preparation thereof, Manager and CEO, John Warren, by and through OMNI's undersigned counsel, Troy C. Brown, requested from Defendant Wales certain materials, information and access relating to the business of OMNI (the "proprietary information"). A copy of this letter is attached hereto as Exhibit C.

10. Defendant Wales' husband, Timothy Wales, promptly responded to Mr. Warren's request with a flat refusal to provide the records: "[n]ot going to happen so let's play the legal game. Troy, [sic] will be reporting you and Tim [sic] to the local Bar. See Exhibit D. (pg. 7).

11. Most recently, Defendant Wales made clear her refusal to provide access to the Company's equipment and information:

For those reasons alone, combined with John Warren's lack of knowledge or competence with technology is why *he is not authorized to access customer-sensitive and mission-critical servers and systems. He has been proven to be untrustworthy and not operating in the best interest of the company. I am operating in the best interest of the company's integrity and security by preventing him access to the highly sensitive company servers.*

Exhibit D (pg. 1) (emphasis added).<sup>1</sup>

12. As a Manager of OMNI, Mr. Warren is charged with management of the affairs of the Company in the ordinary course of business:

4.3 POWERS OF THE MANAGER. The Manager is authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets in the ordinary course of business; (b) the purchase or other acquisition of other assets of all kinds in the ordinary course of business; (c) the management of all or any part of the Company's assets in the ordinary course of business; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets in the ordinary course of business; (f) the compromise or release of any of the Company's claims or debts in the ordinary course of business; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of management powers, the Manager is authorized to execute and deliver (a) all contracts, conveyances, assignments, leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets in the ordinary course of business; (b) all checks, drafts and other orders for the payment of the Company's funds in the ordinary course of business; (c) all promissory

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<sup>1</sup>Defendant Wales' assertions are without factual basis in that John Warren is a certified electrical engineer with approximately twenty-eight years of experience providing electrical engineering expertise (with an emphasis on television broadcasting) through his engineering technology consulting company as well as management of development teams related to broadcast engineering (including development of early digital control circuitry for TV broadcast transmitters and the first PC-based computer control for TV broadcast transmitters); and, most recently, software and hardware development for the purpose of the development of a conversion system that enables a diesel tractor to burn natural gas and diesel fuel simultaneously.

notes, loans, security agreements and other similar documents in the ordinary course of business; and, (d) all other instruments of any other kind relating to the Company's affairs in the ordinary course of business, whether like or unlike the foregoing.

4.4 MANAGER. The Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Members.

See Sections 4.3 and 4.4 of the Operating Agreement.

13. Currently, Defendant Wales is actively involved in the management of OMNI and is knowledgeable, and in possession of, assets and equipment, books and records, and all logins, passwords, codes and other proprietary information of the Company and is knowledgeable about the location of keys, or other means of access, to company property and facilities or facilities containing such property.

14. Mr. Warren, as a Manager of OMNI, has an absolute statutory and contractual right to be provided with all of the proprietary information, materials and access requested in Exhibit C. In addition to management of the company's affairs in the ordinary course of business (Section 4.3 of the Operating Agreement); John Warren has duties and obligations to: (i) cause the Company to keep certain records of the Company (Section 4.9); (ii) keep the "books" of the Company; and (iii) maintain the member capital accounts to determine members distributive shares of income and expense (Sections 6.1 and 6.2). Moreover, the Operating Agreement provides members access to certain records and company information (Section 4.6). Furthermore, the Texas Business Organizations Code provides a member, or their assignee, with certain rights to examine records. Tex. Bus. Org. Code § 101.502.<sup>2</sup> Certainly, if members are accorded statutory authority to review company books and records; then a manager, the governing authority of the

<sup>2</sup>Included are "books and records of accounts" (§ 3.151); federal, state and local tax returns (§ 101.501(2)) and a list of the percentage interests held by the members (§ 101.501(1)(A)). Tex. Bus. Org. Code.

company<sup>3</sup> (and in this circumstance, the individual provided with the authority to manage the company's affairs in the ordinary course of business), should be entitled to all necessary company information, of whatever character and category, to do so.

15. Further, an annual meeting of OMNI is scheduled to be held on Tuesday, March 3, 2015 at the Company's registered office in Anthony, Texas. At that meeting, it is anticipated that John Warren will be re-elected as a Manager of the company but that Defendant Wales will not. Therefore, John Warren will be the sole Manager of OMNI as of that date.

16. Accordingly, OMNI submits that it is imperative that John Warren, as Manager and CEO, be supplied with the requested information immediately.

17. OMNI is a software and information technology company that supplies tele-metrics services to numerous companies and the delivery of such service is endangered should OMNI's manager, John Warren, not have immediate access to all information and resources of OMNI.

18. In addition, as evidenced in Defendant Wales and Timothy Wales' responses set forth above and Defendant Wales' refusal to lawfully turn over or provide access to the Company's proprietary information, there is clear and compelling evidence that Defendant Wales may secret the requested information during the pendency of this lawsuit such that the requested information will become unavailable or wholly lost to the Company. Therefore, OMNI (i) has no adequate remedy at law and is entitled to a preservation of the status quo; and (ii) its property and/or rights are threatened with irreparable injury or extreme hardship. Therefore, OMNI is entitled to and requests a Temporary Injunction and Temporary Mandatory Injunction as more fully described below.

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<sup>3</sup>Tex. Bus. Org. Code, § 101.201 (Governing Authority is managers if designated in the Certificate of Formation).

### Applicable Law

19. There are two general types of temporary injunctions: prohibitive and mandatory. *RP&R, Inc. v. Terrilo*, 82 S.W. 3d 396, 400 (Tex. App.—Houston [14th Dist.] 2000, no pet.); *LeFaucheur v. Williams*, 807 S.W.2d 20, 22 (Tex. App.—Austin, 1991, no pet.). A prohibitive injunction forbids conduct, whereas a mandatory injunction requires it. *Lifeguard Benefit Services, Inc. v. Direct Medical Network Solutions, Inc.*, 308 S.W.3d 102, 112 (Tex. App.—Fort Worth 2010, no pet.); *RP&R, Inc.*, 32 S.W.3d at 400. A temporary injunction preserves the status quo, and a temporary mandatory injunction changes the status quo. Thus an applicant for a temporary injunction must show he has no adequate remedy at law, and therefore is entitled to preserve the status quo. *LeFaucheur*, 807 S.W.2d at 22. The status quo is the last peaceable, noncontested status which preceded the pending controversy. *RP&R, Inc.*, 32 S.W.3d at 401; see *Texas Pet. Foods, Inc. v. State*, 529 S.W.2d 820, 829 (Tex. Civ. App.—Waco 1975, writ ref'd n.r.e.). However, the issuance of a temporary mandatory injunction is proper only if a mandatory order is necessary to prevent irreparable injury or extreme hardship. *Iranian Muslim Org. v. City of San Antonio*, 615 S.W.2d 202, 208 (Tex. 1981); *RP&R, Inc.*, 32 S.W.3d at 401; *LeFaucheur*, 807 S.W.2d at 22. A trial court has the power to grant a temporary mandatory injunction only where the circumstances justify it. *RP&R, Inc.*, 32 S.W.3d at 400-01; *Rhodla, Inc. v. Harris County*, 470 S.W.2d 415, 419 (Tex. Civ. App.—Houston, [1st Dist.] 1971, no writ). Granting a mandatory injunction is within the sound discretion of the trial court upon a clear and compelling showing of extreme necessity or hardship. *RP&R, Inc.*, 32 S.W.3d at 401; *Rhodla*, 470 S.W. 2d at 419.

Count I

Declaratory Judgment

20. OMNI hereby restates, realleges and incorporates herein by reference Paragraphs 1 through 19 above and, further, states the following:

21. In accordance with the declaratory judgment act, OMNI hereby seeks a declaration of this Court that Defendant Wales is contractually and statutorily required to turn over/tender the requested information.

WHEREFORE, OMNI respectfully requests that this Honorable Court enter a declaratory judgment in this action to the effect that Defendant Wales is contractually and statutorily required to turn over/tender the requested information to OMNI through its Manager and CEO.

Count II

Injunction

Temporary Injunction

22. OMNI hereby restates, realleges and incorporates herein by reference Paragraphs 1 through 21 above and, further, states the following:

23. OMNI hereby requests that Defendant Wales be ordered to refrain, and be restrained, prohibited and enjoined, from (1) the sale or transfer of ownership of company assets; (2) withdrawal or transfer of funds from any company accounts (including bank accounts), including writing checks on or from any company accounts; (3) endorsement or negotiation of un-deposited checks payable to the company; (4) removal or destruction of company assets, equipment (including servers) and books and records, including, without limitation, any electronically stored information, from company offices or facilities, including but not limited to, removal of such items from 2727 W. Frye Road, Suite 120 Chandler, Arizona; (5) preventing

access by John Warren and such agents, representatives, attorneys, and employees (as authorized by him) to company offices, facilities, accounts, books and records (including such books and records stored electronically) and equipment (including servers), including offsite facilities containing accounts, books and records (including those stored electronically) and equipment (including servers); (6) secreting, changing, destroying or preventing access to any code, including but not limited to, base code, source code or compiled code whether acquired or developed by the Company, including software and operating systems used by the Company on any servers or equipment; (7) secreting, changing, destroying or preventing access to company passwords or codes, or other means of access to, company offices, facilities, accounts, books and records (including such books and records stored electronically) and equipment (including servers), including offsite facilities containing accounts, books and records (including those stored electronically) and equipment (including servers).

#### Temporary Mandatory Injunction

24. QMNI additionally hereby requests that Defendant Wales be ordered to (1) preserve corporate books and records; and (2) allow access to and/or immediately turn over/tender the following to QMNI's Manager, John Warren:

1. Access to all accounts of any kind;
2. All logins and passwords of any kind relating to the Company, including to all servers;
3. Access to, or means of access to, facilities leased by the Company;
4. The Company's balance sheet as of the end of the preceding fiscal year and the current fiscal year;
5. The Company's statement of income for the current fiscal year;
6. A statement of source and application of funds for the current fiscal year; and
7. All Company books and records, written or electronic.

The books and records requested are to include, but are not limited to: check registers; general ledgers; checkbooks; cancelled checks; wire transfers; deposit records; tax returns; financial statements; records of capital

contributions and distributions; compensation information for all officers, directors and employees; member distribution information; contracts; loan agreements; guaranty agreements; records of accounts receivable and payable; documents reflecting gross receipts of the business; documents reflecting expenditures of the business; security agreements; lists of all real and personal property of the Company; and copies of the Company's minutes, certificates, articles, bylaws, annual reports and shareholder agreements. This request further includes any and all agreements to which the Company is a party including, without limitation; real estate leases; storage leases; equipment contracts or leases; including a description of any product or service provided to or to be provided to the Company not currently covered by a Company purchase order; all purchase orders issued to Date by the Company; whether open, partially filled or entirely filled or closed; employee contracts, agency agreements; service agreements; sales representative agreements; or other third party commitments to, by or with the Company.

The books and records includes all information requested whether in printed, written, handwritten, typewritten, computer generated or electronically stored (including metadata) form, whether originals, copies or non-conforming copies which contain deletions, insertions, handwritten notes or comments, however produced or reproduced, and any other means of retention of information or otherwise recorded matter.

25. Absent the injunctive relief requested herein, OMNI has no adequate remedy at law and will suffer irreparable injury and extreme hardship in that, in the absence of the requested injunctive relief and out of an abundance of caution, it will have no possession, custody or control over (1) company operations (including servicing company customers); (2) company assets, offices, facilities and equipment; (3) company funds; and (4) proprietary information of the company as same will be in the possession, custody and control of Defendant Wales whose refusal to respond to the request for information attached as Exhibit C to the Petition and, thus, non-compliance with her statutory and contractual duties, as alleged in the Petition, are adverse to OMNI and its Manager and CEO, John Warren, and could, in reasonable likelihood, cause loss of the proprietary information of OMNI and damage OMNI's relationships with its customers.

26. The granting of the requested relief shall work no prejudice on defendant Wales in that she is statutorily and contractually obligated to provide the information and materials in any event.

27. OMNI requests no bond be required, or that any bond be *de minimis*, in connection with the relief sought herein given that it is the owner of the requested items and that providing of the requested information will not require Defendant Wales to incur any personal expense whatsoever.

## Count II

### Temporary Restraining Order & Temporary Injunction

28. It is essential that the Court immediately and temporarily restrain Defendant Wales from the conduct described in this petition as well as affirmatively order Defendant Wales to preserve, turn over and/or tender to John Warren the Company proprietary information as described in this petition. It is essential that the Court act immediately, prior to notice on Defendant Wales and a hearing on the matter, because of Defendant Wales' possession, custody and control of the company assets and proprietary information as more particularly described herein. Defendant Wales' wrongful and unlawful refusal to turnover such information after the Company's lawful request by its Manager, John Warren (and through undersigned counsel) and because Defendant Wales' refusal to respond to the request for information attached as Exhibit C to the Petition and, thus, non-compliance with her statutory and contractual duties, as alleged in the Petition, are adverse to OMNI and its Manager and CEO, John Warren, and could, in reasonable likelihood, cause loss of the proprietary information of OMNI and damage OMNI's relationships with its customers.

22. In order to preserve the status quo and to prevent irreparable harm and extreme hardship to the property and rights of OMNI during the pendency of this action, Defendant Wales should be cited to appear and show cause why she should not be enjoined, during the pendency of this action, from engaging in the conduct described in Para. 23 above; and why she should not be ordered to turn over and/or tender the Company property as more particularly described in Para. 24 above.

Prayer for Relief

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendant be cited to appear and answer this Petition, and that upon final trial hereof, Plaintiff have and recover judgment against the Defendant for the following relief:

a. A temporary restraining order be issued without notice to Defendant, restraining Defendant, her agents, servants, and employees, from directly or indirectly engaging in the following actions: (1) the sale or transfer of ownership of company assets; (2) withdrawal or transfer of funds from any company accounts (including bank accounts), including writing checks on or from any company accounts; (3) endorsement or negotiation of un-deposited checks payable to the company; (4) removal or destruction of company assets, equipment (including servers) and books and records, including, without limitation, any electronically stored information, from company offices or facilities, including but not limited to, removal of such items from 2727 W. Frye Road, Suite 120 Chandler, Arizona; (5) preventing access by John Warren and such agents, representatives, attorneys, and employees (as authorized by him) to company offices, facilities, accounts, books and records (including such books and records stored electronically) and equipment (including servers), including offsite facilities containing accounts, books and records (including those stored electronically) and equipment (including servers); (6) secreting, changing,

destroying or preventing access to any code, including but not limited to, base code, source code or compiled code whether acquired or developed by the Company, including software and operating systems used by the Company on any servers or equipment; (7) secreting, changing, destroying or preventing access to company passwords or codes, or other means of access to, company offices, facilities, accounts, books and records (including such books and records stored electronically) and equipment (including servers), including offsite facilities containing accounts, books and records (including those stored electronically) and equipment (including servers).

b. A temporary restraining order be issued ordering Defendant Wales to: (1) preserve corporate books and records; and (2) allow access to and/or immediately turn over and/or tender the following to OMNI's Manager, John Warren:

1. Access to all accounts of any kind;
2. All logins and passwords of any kind relating to the Company, including to all servers;
3. Access to, or means of access to, facilities leased by the Company;
4. The Company's balance sheet as of the end of the preceding fiscal year and the current fiscal year;
5. The Company's statement of income for the current fiscal year;
6. A statement of source and application of funds for the current fiscal year, and
7. All Company books and records, written or electronic.

The books and records requested are to include, but are not limited to: check registers; general ledgers; checkbooks; cancelled checks; wire transfers; deposit records; tax returns; financial statements; records of capital contributions and distributions; compensation information for all officers, directors and employees; member distribution information; contracts; loan agreements; guaranty agreements; records of accounts receivable and payable; documents reflecting gross receipts of the business; documents reflecting expenditures of the business; security agreements; lists of all real and personal property of the Company; and copies of the Company's minutes, certificates, articles, bylaws, annual reports and shareholder agreements. This request further includes any and all agreements to which the Company is a party including, without limitation, real estate leases; storage leases; equipment contracts or leases, including a description of any product or service provided to or to be provided to the Company not currently covered by a Company purchase order; all purchase orders issued

to Date by the Company; whether open, partially filled or entirely filled or closed; employee contracts, agency agreements; service agreements; sales representative agreements; or other third party commitments to, by or with the Company;

The books and records includes all information requested whether in printed, written, handwritten, typewritten, computer generated or electronically stored (including metadata) form, whether originals, copies or non-conforming copies which contain deletions, insertions, handwritten notes or comments, however produced or reproduced, and any other means of retention of information or otherwise recorded matter.

c. A temporary injunction be issued, after notice to Defendant and an evidentiary hearing, restraining Defendant, Wales, her agents, servants, and employees, from directly or indirectly engaging in the conduct described in Para. 23 above; and, why she should not be ordered to turn over and/or tender the Company property as more particularly described in Para. 24 above.

d. Declaratory Judgment as specified above.

e. Costs of suit, including reasonable attorney's fees as allowed by and/or pursuant to the Declaratory Judgments Act, Tex. Civ. Prac. & Rem. Code §37.009.

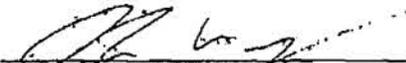
f. Pre and Post Judgment Interest.

g. Such other and further relief at law and in equity to which Plaintiff may be justly entitled.

JURAT

BEFORE ME, the undersigned authority, on this day personally appeared JOHN WARREN, who after being duly sworn, stated:

"My name is John Warren, my date of birth is February 8, 1968, and my address is 350 Thunderbird #42, El Paso, Texas 79912. I have read the foregoing Plaintiff's Original Petition for Declaratory Judgment & Injunction and declare under penalty of perjury that all of the allegations of fact contained therein are true and correct."

  
JOHN WARREN

SUBSCRIBED AND SWORN TO BEFORE ME on the 2 day of March, 2015.



  
Notary Public in and for  
El Paso County, Texas

Respectfully Submitted,

Troy C. Brown, P.C.  
401 W. Vinton Rd.  
Anthony, TX 79821  
Phone: (915) 543-9669  
Fax: (915) 886-7131

By:   
Troy C. Brown  
SBN: 00783736  
troycbrown@outlook.com

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5708



Filed in the Office of the  
Secretary of State of Texas  
Filing #: B02000073-05/30/2014  
Document #: 547007780002  
Image Generated Electronically  
for Web Filing

**Certificate of Formation  
Limited Liability Company**

Filing Fee \$300

**Article 1 - Entity Name and Type**

The filing entity being formed is a limited liability company. The name of the entity is:

**Omnivations II, LLC**

**Article 2 - Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be company named above), by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

**Troy G Brown**

C. The business address of the registered agent and the registered office address is:

Street Address:

**5400 Suncrest Dr., Ste. C-5 El Paso TX 79912**

**Consent of Registered Agent**

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

**Article 3 - Governing Authority**

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members. The names and addresses of the governing persons are set forth below:

Manager: **John M Warren**

Title: **Manager**

Address: **5400 Suncrest Dr., Ste. C-5 El Paso TX, USA 79912**

Manager: **Stacey Walas**

Title: **Manager**

Address: **2580 E. Balsam Ct. Chandler AZ, USA 85286**

**Article 4 - Purpose**

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information



(The attached addendum, if any, is incorporated herein by reference.)

**Omnivations LLC.pdf**

**Organizer**

The name and address of the organizer are set forth below.

**Troy C. Brown 5400 Suncrest Dr., Ste. C-5 El Paso, Tx 79912**

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

**OR**

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**Troy C. Brown**

Signature of Organizer

FILING OFFICE COPY

Form 509 (Revised 12/10)  Submit with relevant filing instrument  Filing Fee: None	 Consent to Use of Similar Name	
--	--	--

(1) Omnivations, LLC  
*Name of the entity or individual who holds the existing name on file with the secretary of state*

consents to the use of

(2) Omnivations II, LLC  
*Proposed name*

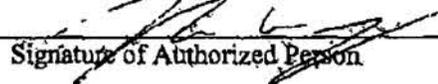
as the name of a filing entity or foreign filing entity in Texas for the purpose of submitting a filing instrument to the secretary of state. This consent does not authorize the use of the similar name in violation of a right of another under the Trademark Act of 1946, as amended (15 U.S.C. Section 1051 et seq.); Chapter 16 or 71, Business & Commerce Code; or common law.

(3) The undersigned certifies to being authorized by the holder of the existing name to give this consent. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 5/30/14

By: Omnivations, LLC  
 Name of existing entity, if any (type or print)

801942268  
 File number of existing entity, if any

  
 Signature of Authorized Person

John M Warren  
 Name of Authorized Person (type or print)

Manager Omnivations, LLC  
 Title of Authorized Person, if any (type or print)

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

for

**Omnivations II, LLC**

**A Manager-Managed Limited Liability Company**

**THIS LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") is made and entered into this 29th day of May, 2014, by and between the individuals or business entities admitted to Omnivations II, LLC, a Texas limited liability company, (the "Company") as members. These individuals and/or business entities shall be known as and referred to as "Members", individually as a "Member" and collectively as the "Membership." As of the date of this Agreement, the Members of the Company and their respective membership interests are as follows:**

<u>Member Name</u>	<u>Percentage Interest</u>
Omnivations, LLC	85%
Trucknology, LLC	15%

TOTAL: 100%

The Company was formed on or about May 29, 2014. The Company was formed under the laws of the State of Texas. Accordingly, in consideration of the terms and provisions contained herein, the Members agree as follows:

**ARTICLE I**

**Company Formation and Registered Agent**

**1.1 FORMATION.** The Members hereby form a limited liability company ("Company"), subject to the provisions of the Texas Limited Liability Company Act in effect at the time of the initial filing of the Certificate with the Office of the Secretary of State of the State of Texas (the "Act"), and as thereafter amended from time to time. A Certificate of Formation has been filed with the Texas Secretary of State.

**1.2 NAME.** The name of the Company is: **Omnivations II, LLC**

**1.3 REGISTERED OFFICE AND AGENT.** The location of the registered office of the Company shall be:

Registered Agent: Troy Brown  
Registered Office: Troy Brown, P.C.  
5400 Suncrest, Bldg. C., Ste. 5,  
El Paso, Texas, 79912



1

1.4 TERM. The Company shall continue for a period perpetual or for the maximum term allowed by law unless dissolved by:

(a) Members whose capital interest as defined in Article 2.2 exceeds 86 percent vote for dissolution; or

(b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or

(c) Any other event causing dissolution of a limited liability company under the laws of the State of Texas.

1.5 BUSINESS PURPOSE. The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be formed under the limited liability statutes of the State of Texas.

1.6 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the Company shall be:

5400 Suncrest, Bldg. C., Ste. 5,  
El Paso, Texas, 79912

or at such other place as the Manager from time to time selects.

1.7 THE MEMBERS. The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.

1.8 ADMISSION OF ADDITIONAL MEMBERS. Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior written consent of 86% of the voting interest of the Membership.

## ARTICLE 2 Capital Contributions

2.1 INITIAL CONTRIBUTIONS. The Members have contributed to the Company capital as described in Exhibit 3 attached to this Agreement. The agreed value of such time and effort, property and/or cash is set forth in Exhibit 3.

2.2 ADDITIONAL CONTRIBUTIONS. Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

**ARTICLE 3**  
**Profits, Losses and Distributions**

**3.1 PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 3 as amended from time to time in accordance with Treasury Regulation 1.704-1.

**3.2 DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(i)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(i)(d).

**ARTICLE 4**  
**Management**

**4.1 MANAGEMENT OF THE BUSINESS.** The Members hereby unanimously elect John M. Warren and Stacey Wales as the Manager of the Company. The place of residence of the Manager is attached as Exhibit 1 of this Agreement.

**4.2 MEMBERS.** The liability of the Members shall be limited as provided under the Act. Members shall have no power to bind the Company. The Manager may from time to time seek advice from the Members, but need not accept such advice, and at all times the Manager shall have the exclusive right to control and manage the Company. No Member shall be deemed to be an agent of any other Member of the Company solely by reason of being a Member.

**4.3 POWERS OF THE MANAGER.** The Manager is authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets in the ordinary course of business; (b) the purchase or other acquisition of other assets of all kinds in the ordinary course of business; (c) the management of all or any part of the Company's assets in the ordinary course of business; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets in the ordinary course of business; (f) the compromise or release of any of the Company's claims or debts in the ordinary course of business; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of management powers, the Manager is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise

agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets in the ordinary course of business; (b) all checks, drafts and other orders for the payment of the Company's funds in the ordinary course of business; (c) all promissory notes, loans, security agreements and other similar documents in the ordinary course of business; and, (d) all other instruments of any other kind relating to the Company's affairs in the ordinary course of business, whether like or unlike the foregoing.

**4.4 MANAGER.** The Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Members.

**4.5 NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Manager may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

**4.6 COMPANY INFORMATION.** Upon request, the Manager shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at a convenient time and at the requesting Member's expense.

**4.7 EXCULPATION.** Any act or omission of the Manager, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Manager to any liability to the Members.

**4.8 INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contenders" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

**4.9 RECORDS.** The Manager shall cause the Company to keep at its principal place of business the following:

(a) a current list in alphabetical order of the full name and the last known street address of each Member;

(b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) copies of any financial statements of the limited liability company for the three most recent years.

**4.10 OFFICERS.** The executives and officers of the Company shall bear the following titles and shall have the authority delegated by the Manager:

Chief Executive Officer:  
President

John Warren  
Stacey Water

#### ARTICLE 5 Compensation

**5.1 MANAGEMENT FEE.** The Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

**5.2 REIMBURSEMENT.** The Company shall reimburse the Manager or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

#### ARTICLE 6 Bookkeeping

**6.1 BOOKS.** The Manager shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Manager shall select. The company's accounting period shall be the calendar year.

**6.2 MEMBERS ACCOUNTS.** The Manager shall maintain separate capital and distribution accounts for each Member. Each Member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

(a) any additional capital contribution made by him/her/it;

(9) credit balances transferred from his distribution account to his capital account; and decreased by:

(a) distributions to him/her/it in reduction of Company capital;

(b) the Member's share of Company losses if charged to his/her/its capital account.

6.3 REPORTS. The Manager shall close the books of account after the close of each calendar year, and shall prepare and send to each Member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

#### ARTICLE 7 Transfers

7.1 ASSIGNMENT. If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company to a bona fide purchaser, whether a member or non-member, then such selling Member shall give notice of the prospective sale to the other Members. The other Members shall then have ten (10) business days to make a counter-offer if any of them so choose. Counter-offers may be made by individual Members or in coordination with other Members. All counteroffers shall be on like terms to, but in a larger dollar amount than, the original offer. The selling Member shall then have ten (10) business days to obtain an additional counteroffer. If an additional counteroffer is obtained, the cycle begins again. If no additional counteroffer is obtained within the requisite time period, then the interest is deemed sold pursuant to the terms of the counteroffer. If 86% of the voting interest of the Membership fails to consent to a sale to a non-member (which consent shall not be unreasonably withheld), then the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall have all responsibilities of the selling Member under this Agreement, but shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which the selling Member would otherwise be entitled. No confidential information of the company may be shared with any non-member without the unanimous consent of the Membership.

#### ARTICLE 8 Voting

8.1 All acts of the Company not entrusted to the Manager under Section 4.3 of this Agreement shall require a vote of no less than 86% of the voting interest of the Membership.

ARTICLE 9  
Miscellaneous

9.1 Notices. Any and all notices, requests, offers, elections, consents or demands permitted or required to be made under this Agreement shall be in writing, signed by the Member giving such notice, request, election, consent or demand, and shall be delivered personally, or sent by registered or certified mail, or by overnight mail, Federal Express or other similar commercial overnight courier, to the other Member or Members at their addresses set forth in Schedule A, and, in the case of a notice to the LLC, at the address of its principal office as set forth in Article 1 hereof, or at such other address as may be supplied by written notice given in conformity with the terms of this Section 9.1. The date of personal delivery, three days after the date of mailing, the business day after delivery to an overnight courier, as the case may be, or the date of actual delivery if sent by any other method, shall be the date of such notice.

9.2 Successors and Assigns. Subject to the restrictions on transfer set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors-in-title, heirs and assigns, and each and every successor-in-interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure, or by any other method, shall hold such interest subject to all of the terms and provisions of this Agreement.

9.3 Amendments. Except as otherwise specifically provided in this Agreement, this Agreement may be amended or modified only by a majority vote of the membership interest of the Company.

9.4 Partition. The Members hereby agree that no Member nor any successor-in-interest to any Member, shall have the right while this Agreement remains in effect to have the property of the Company partitioned, or to file a complaint or institute any proceedings at law or in equity to have the property of the Company partitioned, and each Member, on behalf of itself, its successors, representatives, heirs and assigns, hereby waives any such right. It is the intention of the Members that during the term of this Agreement, the rights of the Members and their successors-in-interest, as among themselves, shall be governed by the terms of this Agreement, and that the right of any Member or successor-in-interest to assign, transfer, sell or otherwise dispose of his interest in the Company shall be subject to the limitations and restrictions of this Agreement.

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

9.6 Arbitration. Notwithstanding any other language in the Agreement, at the option of the Company, any dispute between any Member and the Company relating to the Company in any way may be submitted to binding arbitration by a single arbitrator in accordance with the rules of the American Arbitration Association. Such arbitration shall be conducted in El Paso County, Texas. All fees and costs of such arbitrator shall be shared equally by the parties thereto. Any arbitration award rendered therein may be entered as a judgment in the courts of general jurisdiction in the courts of El Paso County, Texas. The prevailing party in any such arbitration shall be awarded costs and attorney fees incurred therein and in the enforcement of any award/judgment.

9.7 Entire Agreement. This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions, negotiations, statements, opinions, promises or representations, if any, relating to the subject matter hereof. No Member has entered into this Agreement in reliance upon any discussions, negotiations, statements, opinions, promises or representations other than those expressly set forth in this Agreement. No amendment or modification of this Agreement shall be enforceable unless same is reduced to writing and signed by the party to be charged.

9.8 Captions. Titles or captions of Articles or sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

9.9 Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members notwithstanding that all Members have not signed the same counterpart.

9.10 Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws principals; the Members shall be subject to, and hereby submit to, personal jurisdiction and venue in the State of Texas, County of El Paso, in connection with this Agreement; and that the only forum for any civil action in connection with this Agreement will be a court of general jurisdiction in the State of Texas, County of El Paso.

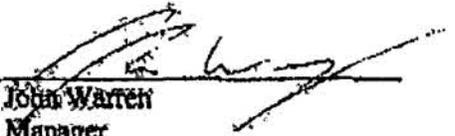
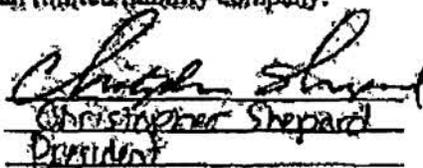
9.11 Independent Advice. Each Member has been advised to seek independent counsel before entering into this Agreement. With input from all Members, this Agreement was drafted by Timothy J. Harrington, a member of member, Omnivations, LLC. Each Member consents to such draftsmanship and represents that such Member has not looked to Mr. Harrington for legal advice in connection with this Agreement. Each Member hereby expressly waives any conflict of interest, if any there be, with respect to Mr. Harrington and the draftsmanship of this Agreement.

9.12 Gender, etc. In the case of all terms used in this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

9.13 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member or of the Company or any other third party other than a Member who is a creditor of the Company.

9.14 Transfer. Any Member may transfer his/her interest to a limited liability company wholly owned by the Member, to trust of which the Member is the sole trustee or to a business entity with the identical ownership as the Member.

This Operating Agreement is signed and effective this 29<sup>th</sup> day of May, 2014.

<u>Member</u>	<u>Membership Interest</u>
Omnivisions, LLC, a Texas limited liability company:	85%
By:  Name: John Warren Title: Manager	
Truckology, LLC, a Michigan limited liability company:	15%
By:  Name: Christopher Shepard Title: President	
<b>TOTAL:</b>	<b>100%</b>

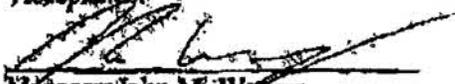
**Exhibit L to LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

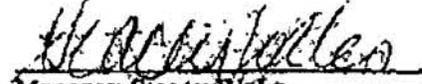
for Omnivations II, LLC

**ELECTION and LISTING OF MANAGER**

By a unanimous vote of the Members the following Manager was elected to operate the Company pursuant to ARTICLE 4 of the Agreement: John Warren and Stacey Wales

Acceptance:

  
Manager: John M. Warren  
Address: \_\_\_\_\_

  
Manager: Stacey Wales  
Address: 277 Wilcox Rd #101, 222  
Charlotte, NC 28214

The above-listed Manager will serve in this capacity until removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon his voluntary resignation.

RESOLVED: That John Warren and Stacey Wales be elected as Manager of the Company.

Voting "Yes":

Member

Membership Interest

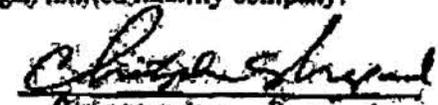
Omnivations, LLC,  
a Texas limited liability company.

85%

By:   
Name: John Warren  
Title: Manager

Truckstop, LLC,  
a Michigan limited liability company:

15%

By:   
Name: Christopher Shepard  
Title: President

TOTAL: 100%

Voting "No":

None

Dated this 29<sup>th</sup> day of May, 2014.

Exhibit 2 to LIMITED LIABILITY COMPANY OPERATING AGREEMENT

for Omnivations II, LLC

LISTING OF MEMBERS

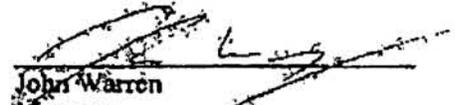
As of the 29<sup>th</sup> day of May, 2014, the following is a list of Members of the Company:

NAME:	ADDRESS:
Omnivations, LLC	5400 Suncrest Dr., Bldg. C, Suite D El Paso, Texas 79912
Truckology, LLC	3039 Airpark Drive North Flint, Michigan 48507

Authorized by Member(s) to provide Member Listing as of this 29<sup>th</sup> day of May, 2014,

<u>Member</u>	<u>Membership Interest</u>
---------------	----------------------------

Omnivations, LLC, a Texas limited liability company:	85%
---	-----

By:   
Name: John Warren  
Title: Manager

Truckology, LLC, a Michigan limited liability company:	15%
---	-----

By:   
Name: Christopher Shepard  
Title: President

TOTAL:	100%
--------	------

THE STATE OF TEXAS

To: **STACEY WALES**, may be served at **2727 W. FRYE ROAD, SUITE-120, CHANDLER ARIZONA 85224**, wherever he/she may be found

Greetings:

Whereas, **OMNIVATIONS II, LLC** filed a **PLAINTIFF'S VERIFIED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND INJUNCTION, AND TEMPORARY RESTRAINING ORDER** in the **120<sup>th</sup> Judicial District Court of El Paso County, Texas** on the **2<sup>nd</sup>** day of **March, 2015**, in a suit numbered **2015DCV0647** on the Docket of said Court, wherein

**OMNIVATIONS II, LLC** is plaintiff and **STACEY WALES** is defendant, alleging

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all of which is more fully shown by a true and correct copy of **PLAINTIFF'S VERIFIED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND INJUNCTION, AND TEMPORARY RESTRAINING ORDER** which is attached hereto; and upon presentation of said petition to him and consideration thereof, the **Honorable Judge Maria Salas-Mendoza** of said court made the following order thereon:

(As Per Attached)

You are therefore commanded to desist and refrain from

(As Per Attached)

until and pending the hearing of such petition upon plaintiff's application for a temporary injunction before the judge of said court at **9:00 AM on March 16, 2015**, in the **120<sup>th</sup> Judicial District Court** courtroom in the courthouse of El Paso County, in the City of El Paso, Texas, when and where you will appear to show cause why injunction should not be granted upon such petition effective until final decree in such suit.

Issued this on this the **2<sup>nd</sup>** day of **March, 2015**

Given under my hand and seal of said Court, at offices in El Paso, Texas, this on this the **2<sup>nd</sup>** day of **March, 2015**



Norma L. Favela, District Clerk

El Paso County

By Susanne Fierro Deputy

Susanne Fierro

IN THE 120th District COURT OF  
EL PASO COUNTY, TEXAS

2015 MAR -2 PM 2:59  
EL PASO COUNTY, TEXAS

OMNIVATIONS II, LLC,  
a Texas limited liability company,

Plaintiff,

vs.

STACEY WALES, an individual,

Defendant.

§  
§  
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§  
§

BY \_\_\_\_\_  
DEPUTY

Cause No. 2015 DCV 0647

**TEMPORARY RESTRAINING ORDER**

This matter came before the Court by way of Plaintiff's Original Petition for Declaratory Judgment & Injunction (the "Petition") and Plaintiff's Verified Application for Temporary Restraining Order and Injunction (the "Application"). The Court, having read the Petition and Application and having made all of the requisite findings for the granting of the relief sought in the Application as set forth below, hereby GRANTS the Application.

The Court hereby finds the following:

1. Given the verified facts recited in the Application, all of which are supported by the verified allegations contained within the Petition, Omnivations II, LLC (referred to hereinafter as "OMNI" or "Company") is likely to prevail on the merits of its petition for injunction.

2. Absent the injunctive relief requested herein, OMNI has no adequate remedy at law and will suffer irreparable injury and extreme hardship in that, in the absence of the requested injunctive relief, it will have no possession, custody or control over: (1) company operations (including servicing company customers); (2) company assets, offices, facilities and equipment; (3) company funds; and (4) proprietary information of the Company as same will be \_\_\_\_\_

in the possession, custody and control of Defendant Wales whose refusal to respond to the request for information attached as Exhibit C to the Petition and, thus, non-compliance with her statutory and contractual duties, as alleged in the Petition and Application, are adverse to OMNI and its Manager and CEO, John Warren, and could, in reasonable likelihood, cause loss of the proprietary information of OMNI and damage OMNI's relationships with its customers.

3. The granting of the injunctive relief sought by OMNI in this Court will work no prejudice upon Wales because she has a statutory and contractual duty to provide the information to the Manager and CEO of the Company, John Warren.

4. The balance of equities favor OMNI given the fact that: in the absence of the requested injunctive relief it will have no possession, custody or control over: (1) company operations (including servicing company customers); (2) company assets, offices, facilities and equipment; (3) company funds; and (4) proprietary information of the company as same will be in the possession, custody and control of Defendant Wales whose refusal to respond to the request for information attached as Exhibit C to the Petition and, thus, non-compliance with her statutory and contractual duties, as alleged in the Petition and Application, are adverse to OMNI and its Manager and CEO, John Warren, and could, in reasonable likelihood, cause loss of the proprietary information of OMNI and damage OMNI's relationships with its customers.

5. Given that OMNI is the owner of the requested items and information and that the providing of the requested information and materials will not require Defendant Wales to incur any personal expense whatsoever, the Court hereby sets a nominal bond in the amount of \$ 500.<sup>00</sup>.

6. IT IS THEREFORE, ORDERED that Stacey Wales, Defendant, her agents, servants and employees, be and hereby is/are, commanded forthwith to desist and refrain and are

prohibited and restrained from directly or indirectly engaging in the following actions: (1) the sale or transfer of ownership of company assets; (2) withdrawal or transfer of funds from any company accounts (including bank accounts), including writing checks on or from any company accounts; (3) endorsement or negotiation of un-deposited checks payable to the company; (4) removal or destruction of company assets, equipment (including servers) and books and records, including, without limitation, any electronically stored information, from company offices or facilities, including but not limited to, removal of such items from 2727 W. Frye Road, Suite 120 Chandler, Arizona; (5) preventing access by John Warren and such agents, representatives, attorneys, and employees (as authorized by him) to company offices, facilities, accounts, books and records (including such books and records stored electronically) and equipment (including servers), including offsite facilities containing accounts, books and records (including those stored electronically) and equipment (including servers); (6) secreting, changing, destroying or preventing access to any code, including but not limited to, base code, source code or compiled code whether acquired or developed by the Company, including software and operating systems used by the Company on any servers or equipment; (7) secreting, changing, destroying or preventing access to company passwords or codes, or other means of access to, company offices, facilities, accounts, books and records (including such books and records stored electronically) and equipment (including servers), including offsite facilities containing accounts, books and records (including those stored electronically) and equipment (including servers).

7. IT IS THEREFORE, ORDERED Stacey Wales, Defendant, her agents, servants and employees, shall: (1) preserve corporate books and records; and (2) allow access to and/or immediately turn over and/or tender the following to OMNI's Manager, John Warren:

1. Access to all accounts of any kind;

2. All logins and passwords of any kind relating to the Company, including to all servers;
3. Access to, or means of access to, facilities leased by the Company;
4. The Company's balance sheet as of the end of the preceding fiscal year and the current fiscal year;
5. The Company's statement of income for the current fiscal year;
6. A statement of source and application of funds for the current fiscal year; and
7. All Company books and records, written or electronic.

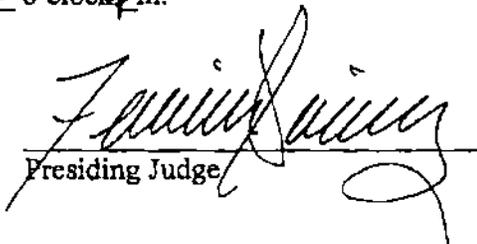
The books and records requested are to include, but are not limited to: check registers; general ledgers; checkbooks; cancelled checks; wire transfers; deposit records; tax returns; financial statements; records of capital contributions and distributions; compensation information for all officers, directors and employees; member distribution information; contracts; loan agreements; guaranty agreements; records of accounts receivable and payable; documents reflecting gross receipts of the business; documents reflecting expenditures of the business; security agreements; lists of all real and personal property of the Company; and copies of the Company's minutes, certificates, articles, bylaws, annual reports and shareholder agreements. This request further includes any and all agreements to which the Company is a party including, without limitation; real estate leases; storage leases; equipment contracts or leases; including a description of any product or service provided to or to be provided to the Company not currently covered by a Company purchase order; all purchase orders issued to Date by the Company; whether open, partially filled or entirely filled or closed; employee contracts, agency agreements; service agreements; sales representative agreements; or other third party commitments to, by or with the Company.

The books and records includes all information requested whether in printed, written, handwritten, typewritten, computer generated or electronically stored (including metadata) form, whether originals, copies or non-conforming copies which contain deletions, insertions, handwritten notes or comments, however produced or reproduced, and any other means of retention of information or otherwise recorded matter,

until further order of this Court.

8. It is hereby ordered that this matter be set for hearing as to whether this Temporary Restraining Order will be converted into a Temporary Injunction on March 16, 2015 at 9:00 a.m.

SO ORDERED the 2<sup>nd</sup> day of March, 2015 at 2:30 o'clock p.m.

  
Presiding Judge