

Novus Acquisition & Development Corp.

14707 S. Dixie Hwy, Palmetto Bay Fl. 33158

Phone (305) 467.6699 Fax (866) 678-0986

Acquisition of Voda Technologies, Inc.

Novus Acquisition and Development Corporation announced today that it has acquired, as a subsidiary, 81% Voda Technologies, Inc. an Arizona based corporation. Voda is a science and technology company that focuses on new and emerging water based processes that create a number of innovative products for both consumer and commercial application. The acquisition was a swap for stock of 250,000 shares of Novus for 810,000 shares for Voda

Voda is made up of a number of beverage and water science consumer products professionals with over 75 years of combined industry experience. Currently management of Novus will stay in place and the Company expects more announcements in the future about other industry professionals joining as officers and/or directors in the near future as memorialized agreements are finalized. Final financial statements are being prepared and will be released as they are completed.

14301 North 87th Street, no301:
Scottsdale, AZ 85260
Tel: 480 272 7290
Fax: 480 272 7275

VEIO WATER, LLC

Fax

To:	Frank Labrozzi	From:	Ted Segal
Fax:	866-678-0986	Pages:	33
Phone:	305-467-6699	Date:	02/07/2013
Re:	Reverse Merger Agreement	cc:	

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Good Afternoon Frank:

Attached you will find the fully executed Agreement. As per your instructions, Steve has not signed the Promissory Note.

Looking forward to having this matter come to complete success and benefit all of us.

Have a great day.


Ted Segal

**REVERSE MERGER
SPIN-OFF AGREEMENT**

By and between

VODA TECHNOLOGIES, INC ("VODA ")

and

NOVUS ACQUISITION & DEVELOPMENT CORP. ("NDEV")

This AGREEMENT ("Agreement"), dated as of February 7, 2013 among **VODA TECHNOLOGIES, INC.** which is an Arizona corporation ("**VODA**"), the stockholders of **VODA** as listed on the signature page (the "**VODA** Stockholders"), **NOVUS ACQUISITION & DEVELOPMENT CORP.** a Nevada Corporation (the "**NDEV**").

WHEREAS, **NDEV** have been requested by the Board of Directors of **VODA** to formulate a plan to acquire the assets of **VODA** **NDEV** desires to assist **VODA** to have the ability to get exposure for its **VODA** product(s) and seek capitalization. In addition, to utilize a method of reverse merger with the option to spin off, file with regulatory bodies or acquire for **VODA** a public shell to create a shareholder base so **VODA** can enter the equity market. With a valuation of **VODA** shall be stipulated at \$2,359,800.

WHEREAS, **VODA** will submit payment of a total of \$ 8,000.00 to cover the cost of its portion of the transaction to be paid in two (2) separate payments of \$ 4,000.00 each, with the initial payment to be made immediately and the final payment of \$ 4,000.00 will become due within 30 days thereof.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth herein, the parties hereto agree as follows:

1. **VODA** will issue all of their shares of its common stock and escrow those shares with Joseph Pittera, Esq. The number of common shares outstanding, and there being no other classes of stock, represents 810,000 shares of common stock equating to 81% for the acquisition of **VODA**. The consideration will be allocated in the following manner:
2. **VODA** and **VODA** stockholders represent and warrant to the **NDEV** that: (a) **VODA** is in good standing under the laws of the State of Arizona and all other such states as applicable, and will continue to be, prior to this Agreement being executed, and has the corporate power to enter into this Agreement and to carry out its obligations hereunder; (b) The execution and delivery of this Agreement by **VODA** and the

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consummation by **VODA** of the transactions contemplated hereby have been duly authorized by the Board of Directors of **VODA** and no other corporate proceedings on the part of **VODA** are necessary to approve this Agreement or the transactions contemplated hereby; (c) The shares of **VODA** common stock to be delivered to the Escrow Attorney and **NDEV** have been duly authorized, validly issued and are fully paid and non-assessable to the extent allowable under the laws of the State of Arizona; (d) The total authorized shares of capital stock of **VODA** is 1,000,000 shares of common stock; (e) The financial statements, financial information and other information provided to **NDEV** is true and correct, and prepared in accordance with GAAP and did not omit any off balance sheet information to make the information provided not misleading.

This transaction should comply with the state of Arizona statutes that state; the articles of incorporation, the by laws or a resolution adopted the directors of the issuing corporation may impose stricter requirements on an acquisition.

3. As of the closing, **NDEV** shall appoint Mr. Gary F. Labrozzi ("Labrozzi") as one of three Directors to **VODA**. Labrozzi, a director to be appointed by Nickolas and Steven P. Nickolas ("Nickolas") shall have sole discretion and management rights. Nickolas shall have banking rights and all voting rights to **VODA** stock that is in escrow, with the exception that Labrozzi is to vote the shares on the method of going public and both Labrozzi and Nickolas have the right to oversee the capitalization structure prior to **VODA** going public.

As of the closing, **VODA'S** management shall be responsible for any obligations concerning the business and **VODA** stockholders are responsible for the debts and obligations of **VODA** arising after the closing.

VODA stockholders hereby agree to protect, indemnify and hold harmless **NDEV** from all costs and expenses including reasonable attorneys' fees, and all other losses incurred by **VODA** in connection with the terms and conditions of this Agreement, as well as including all costs and expenses, including reasonable attorneys' fees, incurred by **VODA** in the enforcement hereof or the preservation of its rights hereunder. Any payments due **VODA** under this agreement shall be payable at its principal business office at the time such payment is due. Each of the original selling **VODA** stockholders hereby waives any and all claims, liabilities, demands, and causes of action known or unknown, fixed or contingent, which they now have or may have in the future or claim to have against **VODA**, its successors, subsidiaries, employees, officers and/or directors, including but not limited to their service as employees, officers and directors of **VODA** and do hereby agree not to assert any such claims. **VODA** escrow all intellectual property rights and ownership to **NDEV**, Inc. without any restrictions or encumbrances.

4. The management of **VODA** shall help the management of **NDEV** in the transition process with respect to financial data on the business for the past (2) years, and assist in


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its efforts to get the company filed and reporting under 12(g) pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. The stock will be disbursed as follows:

- a) Once this Agreement is executed the current management of **VODA** will remain as management of **VODA** and have full control of its business practices.
- b) All shares of **VODA** shall be escrowed with the escrow attorney. The appointment and terms and conditions of the escrow attorney annexed hereto as Schedule A is hereby incorporated herein.
- c) **NDEV** shall execute a non compete agreement required with all current **VODA** contracts and contacts. The NDA annexed as Schedule B is hereby incorporated herein.
- d) **VODA** will have the ability to be financed by **NDEV** and any funds that come into **VODA** being cash or non cash equivalent shall be a debt owed to **NDEV** at the rate of Prime plus 2%.
- e) After closing, **NDEV** will issue to **VODA** (two hundred fifty thousand shares) 250,000 shares of **NDEV** common stock of which **VODA** has the option to do a dividend to its shareholders with a leak out provision of no less than 10% of the average daily volume. A Lock-up Leak Out Agreement attached herein
- f) **NDEV** will have the option to file, with either the Securities and Exchange Commission, FINRA or a reverse merger into another public vehicle a registration statement or a Form 15c-211, with **VODA'S** shares and **VODA** as an Issuer. Once **VODA** becomes public, all of the shares of **VODA** shall be issued to **NDEV** (10%) of the total issued and outstanding (as an earn in) of **VODA** which shall be returned and issued to the original shareholders of **VODA**. Notwithstanding the foregoing, the aforementioned percentages shall be aggregately less the development of an establishment of a shareholder base, which shall be reasonable and mutually agreed to by the Parties herein, plus a performance of funds raised pari pursue to 15% over and beyond the 10% earn in
- g) **NDEV** will have a 5% Warrant coverage. Attributes of Warrant Coverage will be 1:1 ratio exercise in part or in whole with an exercise price at par value with the Lock up-Leak out provision stated herein.
- g) All shares issued to **NDEV** will be anti-dilutive for 4 years after **VODA** is trading on an exchange.
- h) **NDEV** will have the first right of refusal to retire the debt owed by **VODA** and convert it to equity at a 50% discount to **VODA** stock price over and beyond the 10% earn in of **NDEV** at a rate of 1:1 at an exercise price of \$.01
- i) **VODA** cannot sell, transfer or hypothecate the stock in **NDEV**, until **VODA** is its own public entity or **NDEV** gives written consent to utilize its shares for such a type of transaction.
- j) Performance; Aside the 10% earned in; the performance portion of this Definitive Agreement is where **NDEV** will use best efforts to do a min/max Raise of \$1-\$3 million Dollars (the "Raise") earmarked for **VODA** . Said Raise will be booked as debt, with **VODA** as debtor and **NDEV** as creditor, with a right to convert said debt in equity based upon the valuation during the term of Definitive Agreement

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plus 18 months, and at market thereafter. The monies will be held in an account in a chartered bank, or such other mutually agreeable chartered institution, in escrow with the title to the escrow as agent being to **NDEV**, and Mr. Labrozzi being appointed to the allocation and distribution committee for **VODA**. A Debt Conversion Agreement is set forth herein.

- k) **NDEV** will use best efforts to assist in a Raise a min/max of \$1-\$3 million dollars in fractional parts or in whole. The minimum for the initial tranche will be \$250,000. Thereafter, there will be no minimum on tranche amount(s) caused to be invested in **VODA**.
- l) If the Raise is less than \$1m but more than \$250,000, then **NDEV** will keep a per share valuation of the investment based upon the stipulated valuation of **VODA** [*infra*] with the outstanding shares based upon the spot rate of the day of execution of the Definitive Agreement. At a strike price of \$.01.
- m) Warrants; **NDEV** shall be entitled to 5% of Warrants of **VODA** upon the completion of reaching the minimum threshold tranche. The Warrants shall be convertible at a 1:1 ratio, exercisable on a cashless basis at a strike price of \$.01 per share, at the sole discretion of **NDEV**, with the exercise price being the shareholder's equity of **VODA** divided by the shares outstanding at the time of exercise with a multiple of five. In addition **VODA** warrants that it has shipped its first end product and has revenue either realized or deferred.
- n) If circumstances warrant, the valuation shall be determined by a fairness opinion determined by a mutually agreeable valuator. This shall be the valuation. (I would like to see the valuation with patent in **VODA** and a valuation without patent in **VODA**)

5. Each New Shareholder understands and acknowledges that the shares being acquired pursuant to this Agreement have not been registered under the Securities Act of 1933 but are being offered in reliance upon the exemption provided in Section 4(2) of the Securities Act of 1933 for nonpublic offerings and hereby agrees as follows:

(a) The Shares are being acquired solely for the account of each stockholder, for long term investment purposes only, and not with a view to resale and/or redistribution.

(b) Each stockholder agrees not to dispose of the Shares or any portion thereof unless and until counsel for issuer of the Shares shall have determined that the intended disposition is permissible and does not violate the Securities Act of 1933 or any applicable state securities laws, or the rules and regulations thereunder.

(c) Each stockholder acknowledges that issuer has made all documentation pertaining to all aspects of the issuer available to him and to his qualified representatives, if any, and has offered such person or persons an opportunity to discuss the business and operations with the officers of the issuer.

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(d) Each stockholder is knowledgeable and experienced in making and evaluating investments of this nature and desires to accept the Shares on the terms and conditions set forth.

(e) Each stockholder is able to bear the economic risk of an investment, in the Shares.

(f) Each stockholder understands that an investment in the Shares is not liquid, and each stockholder has adequate means of providing for his/ her current needs and personal contingencies and has no need for liquidity in this investment. Each Investor and/or shareholder understands that **VODA** may not be able to either register or trade or its ability to trade may be revoked.

6. Closing of the transactions herein shall be made pursuant to an escrow agreement set forth in Schedule A attached hereto with an attorney engaged by the **NDEV**. All intellectual rights, licenses, documentation and contracts must be turned over to **NDEV** within thirty days (30) after closing.

7. Captions. The Article and paragraph headings throughout this Agreement are for convenience and reference only, and shall in no way be deemed to define, limit, or add to the meaning of any provision of this Agreement.

8. No Oral Change. This Agreement and any provision hereof, may not be waived, changed, modified, or discharged orally, but it can be changed by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

9. Non-Waiver. Except as otherwise expressly provided herein, no waiver of any covenant, condition, or provision of this Agreement shall be deemed to have been made unless expressly in writing and signed by the party against whom such waiver is charged; and (i) the failure of any party to insist in any one or more cases upon the performance of any of the provisions, covenants, or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of any such provisions, covenants, or conditions, (ii) the acceptance of performance of anything required by this Agreement to be performed with knowledge of the breach or failure of a covenant, condition, or provision hereof shall not be deemed a waiver of such breach or failure, and (iii) no waiver by any party of one breach by another party shall be construed as a waiver with respect to any other or subsequent breach.

11. Entire Agreement. This Agreement contains the entire Agreement and understanding between the parties hereto, supersedes all prior agreements and understandings, and constitutes a complete and exclusive statement of the agreements, responsibilities, representations and warranties of the parties.

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12. Choice of Law. This Agreement and its application shall be governed by the laws of the State of Florida, venue to be found in the County of Miami-Dade disregarding any conflict of laws provisions.

13. Counterparts and Facsimile. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by fax. Any signature page delivered by a fax machine or facsimile copy machine shall be binding to the same extent as an original signature page, with regard to this Agreement or any amendment thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party which requires it.

14. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

VODA TECHNOLOGIES, INC.

Address 14301 N. 87th Street, Suite 301,
Scottsdale, Arizona, 85260

Novus Acquisition & Development Corp:
c/o Gary F. Labrozzi
Address: 14707 S Dixie Highway, Miami Fl
33158

All such notices, requests, demands and communications shall be deemed to have been fully given at the time delivered by hand if personally delivered,; two business days after being deposited in the mail, postage prepaid, if mailed; and the next business day after timely delivery to the carrier, if sent by overnight air courier warranting next-day delivery. Any party may change the address to which each such notice or communication shall be sent by giving written notice to the other parties of such new address in the manner provided herein.

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15. Binding Effect. This Agreement shall inure to and be binding upon the heirs, executors, personal representatives, successors and assigns of each of the parties to this Agreement.
16. Mutual Cooperation. The parties hereto shall cooperate with each other to achieve the purpose of this Agreement, and shall execute such other and further documents and take such other and further actions as may be necessary or convenient to effect the transaction described herein.
17. Announcements. The parties will consult and cooperate with each other as to the timing and content of any announcements of the transactions contemplated hereby to the general public or to employees, customers or suppliers.
18. Expenses. Each party will pay its own legal, accounting and any other out-of-pocket expenses reasonably incurred in connection with this transaction, whether or not the transaction contemplated hereby is consummated.
19. Survival of Representations and Warranties. The representations, warranties, covenants and agreements of the parties set forth in this Agreement or in any instrument, certificate, opinion, or other writing providing for in it, shall survive the Closing irrespective of any investigation made by or on behalf of any party.
20. Arbitration of Disputes. Any dispute or controversy arising out of or relating to this Agreement, any document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or any breach of this Agreement or any such document or instrument shall be settled by arbitration to be held in Miami-Dade County, Florida in accordance with the rules then in effect of the American Arbitration Association or any successor thereto. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any arbitration against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitration shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Except as otherwise provided herein, each party in such arbitration shall pay their respective costs and expenses of such arbitration and all reasonable attorneys' fees and expenses of their respective counsel.
21. Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he/ she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.


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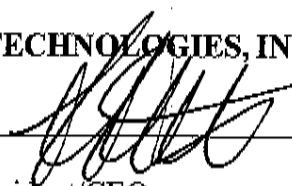
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22. Counsel. Each party hereby acknowledges that they have had the opportunity to engage independent counsel and have this Agreement and the transactions contemplated hereby reviewed by counsel of their choosing and have been advised to do so.

AGREED TO AND ACCEPTED as of the date first above written.

VODA TECHNOLOGIES, INC. ("VODA ")

By: /s/



Title: President/CEO

Novus Acquisition & Development Corp:



By its CEO, Gary F. Labrozzi

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List the Water Companies that will be put into Voda

Veio Water LLC State of Arizona File Number: L-1754044-3

Beverage Images, Inc. (Consulting) State of Nevada File Number E0462532007-2

Lyte Water, LLC State of Arizona File Number: L-1792186-6

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Schedule A

Appointment of Escrow Attorney and terms and conditions

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "AGREEMENT") is made as of the ~~FEBRUARY~~ ^{7th} day of ~~January~~, 2013 by and between **NOVUS ACQUISITION & DEVELOPMENT CORP.** ("NDEV"), a corporation duly organized under the laws of the state of Nevada and **VODA TECHNOLOGIES, INC. ("VODA ")**, corporations organized under the laws of the State of Arizona and Joseph Pitter, Esq ("Escrow Agent"), contact information as set forth herein.

RECITALS

WHEREAS, NDEV and VODA desire Escrow Agent to hold certain shares of VODA (the "Deposit") until such time and/or designated circumstances as set forth, and then distribute said shares consistent with the terms and conditions described herein;

WHEREAS, the Deposit shall be held in escrow until such time as the Payout Conditions are met; and

WHEREAS, Escrow Agent is willing and able to act as Escrow Agent to establish an account and hold and handle the Deposit in the manner set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and subsequent and mutual covenants and consideration herein, the Parties agree to as follows:

1. The Escrow Agent agrees to receive, hold and disburse the Shares of **VODA** (the "Deposit") in accordance with terms hereof.
2. **VODA** agrees to cause the Deposit to be titled into Escrow Agent's title upon execution of the Agreement.
3. If **VODA** rightfully, within the sole discretion of Escrow Agent, triggers the rescission provisions within the Agreement, Escrow Agent shall retitle the Deposit back into the original holder(s) of the Deposit.
4. If within 18 months of execution of the Agreement, NDEV has not filed a registration statement with the SEC to register **VODA** as an Issuer, Escrow Agent shall retitle the Deposit back into the original holder(s) of the Deposit.

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5. If **NDEV** registers **VODA** with the SEC within 18 months of execution of the Agreement, Escrow Agent shall tender 10% amount to **NDEV** and 90% to the original holder(s) of **VODA**.
6. Upon mutual consent of the Parties, Escrow Agent may deliver shares to whomever the Parties may, from time to time, mutually agree upon in efforts to develop a shareholder base. Any such shares ("Distribution Shares") shall be equally deducted from the aggregate Deposit to be divided pursuant to the terms and conditions of this Escrow Agreement. Any such Distribution Shares shall be unrescindable upon mutual agreement of the Parties and the later of an executed contract with the distributing parties or the actual distribution of the Distribution Shares.
7. The Escrow Agent may resign by notifying the **NDEV** and **VODA** by registered or certified mail, or by facsimile transmission, at the address or facsimile number herein below set forth, and until a successor escrow agent is named and accepts its appointment, Escrow Agent shall have no duty except to hold the Deposit pursuant hereto. In the event of Escrow Agent's resignation, promptly following receipt of written notice signed by both the **NDEV** and the **VODA** of the appointment of a successor escrow agent and acceptance of such appointment, Escrow Agent shall deliver the Deposit to the successor escrow agent and shall be relieved of all obligations hereunder.
8. The Escrow Agent may be removed by written notice signed by both **NDEV** and **VODA** which notice shall be delivered by Due Service, which shall be Federal Express, or certified mail, return receipt requested, at the address herein below set forth and shall identify a successor escrow agent. In the event of Escrow Agent's removal, Escrow Agent shall have no duty except to hold the Deposit pursuant hereto and to deliver the Deposit to the successor escrow agent after which time Escrow Agent shall be relieved of all obligations hereunder.
9. It is understood and agreed further, that Escrow Agent shall:
 - a. Be protected in acting upon any notice, request, certificate, approval, consent or other paper believed by it to be genuine and to be signed by the proper party or parties;
 - b. Be authorized to disregard, in the sole discretion of Escrow Agent, any and all ex parte notices and warnings that may be given to them by the Parties or by any other person, firm, association, or corporation. Escrow Agent may, however, in its discretion obey the order, judgment, decree or levy of any court, whether with or without jurisdiction or of any agency of the United States or any political subdivision thereof, or of any agency of the State of Florida or California or of any political subdivision thereof, and Escrow Agent is hereby authorized, in its sole discretion, to comply with and obey any such orders, judgments, decrees or levies. If, however,

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Escrow Agent, in its sole discretion and upon consultation with counsel, concludes in good faith that it need not comply with or obey any such orders, judgments, decrees or levies, Escrow Agent need not do so. In any event, Escrow Agent shall not be liable by reason of such action or omission to act to the Parties or to any other person, firm, association or corporation, even if thereafter any such order, decree, judgment or levy be reversed, modified or vacated;

- c. Be entitled to consult with Escrow Agent's counsel and shall not be liable for any action taken or omitted by Escrow Agent in accordance with the opinion and advice of such counsel whether such counsel be a member of Escrow Agent's firm or independent counsel;
- d. Be indemnified by the Parties against any claim or charge made against Escrow Agent by reason of its acting or failure to act in connection with any of the transactions contemplated hereby, and against any loss Escrow Agent may sustain in carrying out the terms of this AGREEMENT, except as a result of Escrow Agent's gross negligence or willful misconduct;
- e. Be entitled to reimbursement from the Parties for reasonable costs and disbursements incurred by Escrow Agent in connection with performance hereunder, including charges based on Escrow Agent's normal hourly charges for services in connection services hereunder. Escrow Agent shall be authorized to withhold any and all such costs, disbursements and charges from the Deposit pending reimbursement by the Parties.

10. Each party to this AGREEMENT shall be deemed conclusively to have given and delivered any notice required to be given or delivered hereunder if the same is in writing, signed by such party and mailed by certified mail return receipt requested, postage prepaid, personally delivered by a recognized overnight courier ("Due Service"), or delivered by facsimile transmission, addressed to the other party hereto, at the address set forth below. Any written notices required by this AGREEMENT shall be addressed as follows:

If to the **NDEV**: Novus Acquisition & Development Corp
14707 S Dixie Hwy
Miami, FL 33158
Telephone #: 305-467-6699
Facsimile #: 866-678-0986
Email: Frank@NDEV.biz

If to the **VODA** : Voda Technologies, Inc
14301 N. 87th Street, Suite 301
Scottsdale, AZ 85260
Telephone #: 480-272-7290
Facsimile #: 480-272-7275
Email: ~~SNICKOLAS@VELOWATER.COM~~

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If to Escrow Agent:

Law Offices of Joseph L. Pittera
2214 Torrance Boulevard
Suite 101
Torrance, California 90501
Telephone (310) 328-3588
Facsimile (310) 328-3063
E-mail: evlam2000@aol.com

Any party hereto may change its address for notice purposes by providing written notice of such change in the manner set forth above.

11. This AGREEMENT expressly and exclusively sets forth the duties of the Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into this AGREEMENT against the Escrow Agent.
12. This AGREEMENT is being made in and is intended to be construed according to the laws of the State of Florida, venue to be in Miami-Dade County, It shall inure to and be binding upon the parties hereto, their successors and assigns. The term of this AGREEMENT shall commence with the date hereof and shall continue until the Deposit is disposed of under the terms of this AGREEMENT.

Should any controversy arise between the Parties, or any other person, firm or entity, with respect to this AGREEMENT, the Deposit, or any part thereof, or the right of any party or other person to receive the Deposit, or should the Parties fail to designate a successor escrow agent upon the resignation or other removal of the Escrow Agent hereunder or otherwise, or if the Escrow Agent shall be in doubt as to what action to take, the Escrow Agent shall have the right (but not the obligation) to (i) withhold delivery of the Deposit until the controversy is resolved, the conflicting demands are withdrawn or its doubt is resolved; and, or (ii) institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties hereto (the right of the Escrow Agent to institute such bill of interpleader, however, shall not be deemed to modify the manner in which the Escrow Agent is entitled to make disbursements of the Deposit as hereinabove set forth, other than to tender the Deposit into the registry of such court). Should a bill of interpleader be instituted, or should the Escrow Agent be threatened with litigation or become involved in litigation in any manner whatsoever on account of this AGREEMENT, during or subsequent to Delivery of Deposit, or the Deposit, then as between themselves and the Escrow Agent, the Parties hereby bind and obligate themselves, their successors, and assigns to pay the Escrow Agent its reasonable attorney's fees and any and all other

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disbursements, expenses, losses, costs and damages of the Escrow Agent in connection with or resulting from such threatened or actual litigation.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed and delivered by duly authorized representatives as of the date first above written.

**NOVUS ACQUISITION &
DEVELOPMENT CORP**

"NDEV"

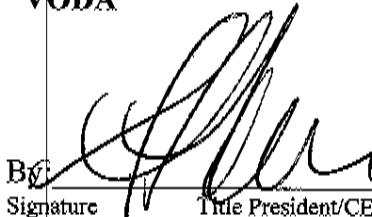


By: _____
Signature Title

EIN/TIN/SSN # 33-0988798
This 7 day of February, 2013

VODA TECHNOLOGIES, INC.

"VODA "



By: _____
Signature Title President/CEO

EIN/TIN/SSN# 46 - 1981075
This 7th day of FEBRUARY, 2013

**Joseph Pittera Esq
"Escrow Agent"**

By: _____
Joseph Pittera, Esq.

This 7th day of February, 2013

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Schedule B

NDA

**NON-COMPETITION, NON-DISCLOSURE AND
NON-CIRCUMVENTION AGREEMENT**

THIS NON-COMPETITION, NON-DISCLOSURE and NON-CIRCUMVENTION AGREEMENT (the "AGREEMENT") is made and entered into as of the 7th day of February 2013, by and between NOVUS ACQUISITION & DEVELOPMENT CORP. ("Recipient") a corporation organized under the laws of Nevada, and VODA TECHNOLOGIES, INC. ("VODA "). ("Company") corporations organized under the laws of the State of Arizona.

WHEREAS, the Parties hereto are entering into a license agreement, a marketing agreement, and a spin off agreement, and

WHEREAS, during the course of due diligence and the course of business, VODA will disclose to NDEV certain Confidential Information that VODA desires not to become public;

WHEREAS, Recipient has had, or will have access to all material and otherwise confidential information relating to Company;

WHEREAS, Company would not be willing to enter into any marketing, spin-off, or licensing agreements, nor disclose any information, without the agreement of the Recipient to execute this Non-Competition, Non-Disclosure, Non-Circumvention Agreement, and Recipient has expressly agreed to the entering into of this Non-Competition, Non-Disclosure and Non-Circumvention Agreement, and the adherence thereof, as a precursor to due diligence and execution of any prior, subsequent or contemporaneous agreements, whether or not any or all of the agreements are consummated.

NOW, THEREFORE, in pursuance of the above and in consideration of the terms and conditions contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. NON-DISCLOSURE OF THE COMPANY'S CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

- 1.1. Recipient has learned trade secrets, confidential information, and intellectual property of Company, including, but not limited to, copyrights, patents, trade secrets, the business plan of Company, the operations manual, marketing, price information, customer lists, identities of customer contact persons, lists of

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prospective customers, market research, sales systems, marketing programs, budgets, pricing strategy, identity and requirements of national accounts, methods of operating, other trade secrets and confidential information regarding operations of Company or its customers and other information about Company's Business that is not readily known to the public and gives Company an opportunity to obtain an advantage over competitors who do not know such information and additionally all information marked or referred to as "Confidential" (collectively, the "Confidential Information").

1.2. Said Confidential Information shall not be limited to the enumerated items contained in 1.1, but shall also include any information which should be reasonably known to be confidential information, regardless if the information was listed or marked as "Confidential".

1.3. Recipient acknowledges that Company has invested substantial resources, in both monies, and contacts, in the acquisition of its Confidential Information. Recipient covenants and agrees that they will not, directly or indirectly, disclose or communicate to any person or entity any Confidential Information of Company; except

1.3.1. in connection with the enforcement of Recipient's investment agreements upon consummation of any investment, or

1.3.2. as otherwise required by law. This covenant has no geographical or territorial restriction or limitation and applies no matter where Recipient may be located or conduct business in the future.

2. NON-SOLICITATION COVENANT.

2.1. For a period of five (5) years from the date hereof, Recipient, acting either directly or indirectly, through any other person, firm, or corporation, covenants and agrees not to

2.1.1. induce or attempt to induce or influence any employee of Company to terminate employment with Company when Company desires to retain that person's services;

2.1.2. in any way interfere with the relationship between Company and any employee of Company;

2.1.3. employ, or otherwise engage as an employee, independent contractor or otherwise, any employee of Company;

2.1.4. to induce or influence any grantor of intellectual property or joint venturer to Company to terminate any agreement with Company;

2.1.5. in any way interfere with the relationship between Company and any grantor of intellectual property or joint venturer; or

2.1.6. otherwise engage any grantor of intellectual property or joint venturer for the purposes of performing the same or substantially the same Business.

3. NON-COMPETITION.

3.1. For a period of five (5) years from the date hereof, Recipient shall not, acting directly or indirectly,

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- 3.1.1. have any ownership interest in any competing business with respect to any Ice Bars;
- 3.1.2. call on, solicit or have business communications with respect to a competing business in Ice Bars with any of Company's grantors of intellectual property or joint venturers or joint venturers for the purpose of obtaining competing business from such grantor or joint venturer or prospective joint venturer other than for the benefit of Company, or
- 3.1.3. participate in the formation or start-up of a competing business. As used in this AGREEMENT, the term "competing business" means any business competing with Company for Company's business anywhere in North America, South America or the Caribbean.

4. RETURN OF CONFIDENTIAL INFORMATION.

Upon the consummation of due diligence, Recipient agrees that all copies and originals of all documents and other materials containing or referring to Company's Confidential Information as may be in Recipient's possession, or over which Recipient may have control, shall be delivered by Recipient to Company immediately, with no request being required.

5. NON-CIRCUMVENTION

Neither party (including affiliates of such party) will attempt, directly or indirectly, to contact the other parties transaction banks, suppliers of intellectual property or confidential information, or joint venturers on matters of subject business or contact or negotiate with a confidential source or make use of any confidential information of the other party, except through such other party or with the express written consent of such other party as to each such contact and/or use, after having entered into a commission agreement with such other party. Any violation of this covenant shall be deemed an attempt to circumvent such other party, and the party so violating this covenant shall be liable for damages in favor of the circumvented party.

6. INJUNCTIVE RELIEF.

Recipient acknowledges and agrees that a breach of any of the covenants set forth in this AGREEMENT will cause irreparable injury and damage to Company for which Company would have no adequate remedy at law, and Recipient further agrees that in the event of said breach, Company, without having to prove damages, shall be entitled to an immediate restraining order and injunction to prevent such violation or continued violation, and to all costs and expenses, including Company's reasonable attorney fees, in addition to any other remedies to which Company may be entitled at law or equity.

7. SEVERABILITY.

If any provision of this AGREEMENT is held to be illegal, invalid, or unenforceable in any respect, Company and Recipient agree that such term(s) or provision(s) shall be

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deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.

8. **ASSIGNMENT.**

This Agreement shall be binding upon and inure to the benefit of Company, its successors and assigns and shall be binding upon Recipient, its successors, assigns, nominees, and affiliates to the extent applicable.

9. **GOVERNING LAW, FORUM SELECTION, AND CONSENT TO PERSONAL JURISDICTION.**

This Agreement shall be governed under the laws, rules and regulations of the State of Florida,, venue to be found in the County of Miami-Dade..

10. **MODIFICATION**

This AGREEMENT may only be modified by written consent of both parties.

11. **EXECUTION**

This AGREEMENT may be executed in counterparts, including facsimile signature and email acknowledgement of this AGREEMENT from an email address known to be affiliated with a party in a position to have binding authority of Recipient, and such parts taken conjunctively shall be deemed to be a duly executed whole.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date and year first above written.

WITNESSES:

NOVUS ACQUISITION & DEVELOPMENT CORP.



s/

By: Its CEO, Gary F. Labrozzi

VODA TECHNOLOGIES, INC


BY ITS PRESIDENT/CEO
STEVEN P. NICKOLAS

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Lock-Up/Leak-Out Agreement

THIS LOCK-UP/LEAK-OUT AGREEMENT (this "Agreement") dated as of February 7, 2013 is entered into by and between Novus Acquisition & Development Corp., a Nevada corporation ("NDEV"), VODA TECHNOLOGIES, INC. ("VODA"), an Arizona corporation ("Company"), and each of the stockholders of Company identified on the signature page hereto (collectively "Stockholders").

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

WHEREAS, NDEV and Company have entered into that certain Share Exchange Agreement dated as of February 7, 2013 contemplates that NDEV will exchange 250,000 shares, common, of the outstanding shares of common stock of NDEV for shares of Company's Common Stock (the "Share Exchange");

WHEREAS, the closing of the Share Exchange is conditioned upon the execution and delivery of this Agreement by each of the Stockholders;

WHEREAS, the Stockholders believe it is in their best interests to establish an orderly trading market for shares of the Common Stock;

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

1. Lock-Up of Securities.

- (a) Each of the Stockholders agrees that until the date that is one hundred twenty (120) days after the later of (i) the closing of the Share Exchange and (ii) the date that Company's Common Stock becomes eligible for DTC trading (if such DTC trading eligibility of Common Stock is suspended at any time after the date of this Agreement) (the "Lock-Up Period"), Stockholders will not offer to sell, contract to sell, or otherwise sell, dispose of, loan, pledge or grant any rights with respect to (each, a "Transfer") any Shares of Common Stock. The Lock-Up Period is subject to early termination if the cumulative number of shares of Common Stock traded during the Lock-Up Period (as reported by finance.yahoo.com) exceeds seventy million (30,000,000) shares.
- (b) The restrictions set forth in this Section 1 shall not apply to any Transfer made in a private transaction provided that the transferee agrees in a writing satisfactory to NDEV and Company to be bound by all of the terms and conditions of this Agreement.

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2. Leak Out of Securities.

- (a) Each Stockholder agrees that during the sixty (60) day period following the expiration of the Lock-Up Period the Stockholders will not collectively Transfer on any trading day a number of shares that exceeds the Leak-Out Limit (as defined below).
- (b) The Leak-Out Limit will be equal to five percent (5%) of the average daily trading volume of the Common Stock (as reported by finance.yahoo.com) during the ten (10) trading day period immediately preceding the date of Transfer, subject to adjustment as follows:
 - (i) If during the Leak-Out Period the average closing price of the Common Stock (as reported by finance.yahoo.com) exceeds \$.50 per share for five (5) of ten (10) consecutive trading days, the Leak-Out Percentage will increase to ten percent (10%) of the average daily trading volume of the Common Stock (as reported by finance.yahoo.com) during the ten (10) trading day period immediately preceding the date of Transfer.
 - (ii) If during any three (3) of five (5) consecutive trading days the number of shares of Common Stock traded (as reported by finance.yahoo.com) (A) exceeds one million (1,000,000) shares per day or (B) totals three million (3,000,000) shares in the aggregate, the Leak-Out Limit will increase to twenty percent (20%) of the average daily trading volume of the Common Stock (as reported by finance.yahoo.com) during the five (5) trading day period immediately preceding the date of Transfer.
- (c) For purposes of determining what Transfers may be effected pursuant to this Section 2, instructions for Transfer shall be processed in the order received.
- (d) The restrictions set forth in this Section 2 shall not apply to any Transfer made in a private transaction provided that the transferee agrees to be bound in a writing satisfactory to Company and NDEV by all of the terms and conditions of this Agreement.

3. Scope of Restrictions. The restrictions set forth in Section 1 and Section 2 above are expressly intended to preclude the Stockholders from engaging in any hedging or other transaction in which is designed to or reasonably expected to lead or result in a Transfer of the Shares that would be prohibited during the Lock-Out Period or Leak-Out Period, even if the Shares would be disposed of by someone other than the Stockholder. Such prohibited hedging or other transactions include any short sale or any purchase, sale or grant of any right with respect to any Shares or with respect to any security that includes, relates to or derives any significant part or its value from the Shares.

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

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

5. Voting. Stockholders shall retain all rights to vote the Shares owned by them during the Lock-Up Period and Leak-Out Period.
6. Termination of Agreement. This Agreement shall terminate in the event of a "Change of Control" of Company or a material change in the nature of the business conducted by NDEV Entertainment, Inc. The term "Change of Control" shall mean (i) the acquisition by any person, entity or group of persons or entities acting in concert of securities representing fifty percent (50%) or more of the combined voting power of Company's then outstanding securities, whether acquired in one transaction or a series of transactions, (ii) a merger, consolidation or similar transaction which results in Company's shareholders immediately prior to such transaction not holding securities representing fifty percent (50%) or more of the total voting power of the outstanding securities of the surviving corporation or (iii) a sale of all or substantially all of Company's assets (other than to an entity owned by Company or under common ownership with Company).
7. Registration. Within one hundred twenty (120) days of the closing of the Share Exchange, Company shall file a registration statement under Section 12(g) of the Securities Exchange Act of 1934, as amended, or shall submit such information to otcmarkets.com as shall be required for it to satisfy the adequate current information requirements set forth in the Pink OTC Markets Guidelines for Providing Adequate Current Information.
8. Anti-Dilution Protection. In the event that during the one (1) year period following the closing of the Share Exchange the Company issues any shares of Common Stock at a purchase price that is less than the greater of (a) the Market Price per share of Common Stock or (b) the par value of the Common Stock (a "Dilutive Issuance"), then in such event the Company shall issue to each Stockholder such number of additional shares of Common Stock as will result in such Stockholder owning a number of shares of Common Stock which, after issuance, will represent the same percentage interest in the Company as such Stockholder owned immediately prior to such Dilutive Issuance. Notwithstanding anything to the contrary set forth above, the following shall not be considered Dilutive Issuances:
 - (i) the issuance of any securities pursuant to acquisitions, mergers or other strategic transactions; or
 - (ii) the issuance of securities for services performed or to be performed by the recipient thereof.

The term "Market Price" shall mean the last sale price per share of the Common Stock as reported by finance.yahoo.com as of the trading day immediately preceding the date of the Dilutive Issuance.

9. No Pre-Emptive or Other Anti-Dilution Rights. Each of the Stockholders acknowledges and agrees that such Stockholder is not a party to any agreement, instrument, understanding or arrangement which provides anti-dilution protection

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to such Stockholder with respect to such Stockholder's ownership interest in Company or grants to such Stockholder any pre-emptive or other right to purchase shares of Common Stock or other securities of Company.

10. Attorney's Fees. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled as determined by such court, equity or arbitration proceeding.
11. General.
- (a) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State Florida.
 - (b) Successors and Assigns. Except as otherwise expressly provided in this Agreement, this Agreement will be binding on, and will inure to the benefit of, the successors and permitted assigns of the parties to this Agreement. Nothing in this Agreement is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights or obligations under or by reason of this Agreement, except as expressly provided in this Agreement.
 - (c) Notices. All notices and other communications required or permitted hereunder will be in writing and will be delivered by hand or sent by overnight courier, fax or e-mail to:

If to NDEV:

NDEV Development Corp
14707 S Dixie Highway
Miami Fl 33157
Attention: Gary F. Labrozzi, CEO

If to the Company:

VODA TECHNOLOGIES, INC. ("VODA ")
14301 N. 87TH STREET, STE 301
SCOTTSDALE, ARIZONA 85260
ATTENTION: STEVEN P. NICKOLAS, CEO

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

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

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person at the specified address of the intended recipient.

- (d) Severability. In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.
- (e) Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (e) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.
- (f) Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter hereof.
- (g) Amendment and Waiver. This Agreement may be amended only by a written agreement executed by the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.
- (h) Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

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

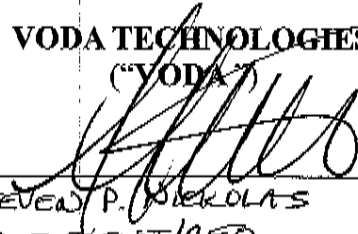
NOVUS ACQUISITION & DEVELOPMENT CORP.



By: _____

Name: Gary F. Labrozzi CEO

VODA TECHNOLOGIES, INC.
("VODA")



By: _____

Name: STEVEN P. NIKOLAS

Title: PRESIDENT/CEO



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THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS (COLLECTIVELY, THE "LAWS"). THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF EITHER (I) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE LAWS, OR (II) AN OPINION OF COUNSEL PROVIDED TO THE ISSUER IN FORM, SUBSTANCE AND SCOPE REASONABLY ACCEPTABLE TO THE ISSUER TO THE EFFECT THAT REGISTRATION IS NOT REQUIRED UNDER THE LAWS DUE TO AN AVAILABLE EXCEPTION TO OR EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE LAWS.

VODA TECHNOLOGIES, INC ("VODA ")

EIGHT PERCENT (8%) CONVERTIBLE PROMISSORY NOTE

FOR VALUE RECEIVED, **VODA TECHNOLOGIES, INC. ("VODA ")** ("Company") promises to pay to Novus Acquisition & Development Corp ("NDEV") the registered holder hereof and its permitted successors and assigns ("Holder"), the principal sum of _____ and no/1 00 United States Dollars (\$) _____ on _____ (the "Maturity Date"), and (except as otherwise herein stated) to pay interest on the principal sum outstanding, at the rate of eight percent (8%) per annum due and payable on or before the Maturity Date. Accrual of interest on the outstanding principal amount shall commence on the date hereof and shall continue until payment in full of the outstanding principal amount has been made or duly provided for. The interest so payable will be paid to the person or entity in whose name this Note is registered on the records of Company regarding registration and transfers of the Note ("Note Register"); provided, however, that the Company's obligation to a transferee of this Note arises only if such transfer, sale or other disposition is made in accordance with the terms and conditions of that Exchange Agreement dated _____, between Company and "NDEV" ("Exchange Agreement").

The principal of, and all interest on, this Note are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts, at the address last appearing on the Note Register of Company as designated in writing by Holder hereof from time to time. Company will pay the outstanding principal of and any and all accrued and unpaid interest due upon this Note on the Maturity Date, in cash, less any amounts required by law to be deducted or withheld, to the record Holder of this Note as of the fifth business day prior to the Maturity Date and addressed to such Holder at the last address appearing on the Note Register. The forwarding of such funds shall constitute a payment of outstanding principal and interest hereunder and shall satisfy and discharge the liability for

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principal and interest on this Note to the extent of the sum represented by such payment plus any amounts so deducted or withheld.

This Note is subject to the following additional provisions:

1. 1. Withholding. Company shall be entitled to withhold from all payments of principal or interest pursuant to this Note any amounts required to be withheld under the applicable provisions of the United States income tax or other applicable laws at the time of such payments, but only to the extent so required. Holder shall confirm in writing that it is not subject to any such withholding (or state that it is), if requested by Company at any time.
2. 2. Transfer/Exchange of Note; Registered Holder; Opinion of Counsel; Legend. This Note has been issued subject to investment representations of the original purchaser hereof and may be transferred or exchanged only in compliance with the Securities Act of 1933, as amended (the "1933 Act") and applicable state securities laws. Prior to due presentment for transfer of this Note, Company and any agent of Company may treat the person in whose name this Note is duly registered on Company's Note Register as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note be overdue, and neither Company nor any such agent shall be affected or bound by notice to the contrary.

Holder understands and acknowledges by its acceptance hereof that (i) this Note and any shares of common stock in Company (or Company's successor in interest, as applicable) issuable upon conversion thereof as herein provided ("Conversion Shares"), and any shares of Common Stock payable as interest hereunder have not been and are not being registered under the 1933 Act or any state securities laws, and may not be offered for sale, sold, assigned or transferred unless (a) subsequently registered thereunder, or (b) Holder shall have delivered to Company an opinion of counsel, reasonably satisfactory in form, substance and scope to Company, to the effect that the securities to be sold, assigned or transferred may be sold, assigned or transferred pursuant to an exemption from such registration; (ii) any sale of such securities made in reliance on Rule 144 promulgated under the 1933 Act may be made only in accordance with the terms of said Rule and further, if said Rule is not applicable, any resale of such securities under circumstances in which the seller (or the person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the 1933 Act) may require compliance with some other regulation and/or exemption under the 1933 Act or the rules and regulations of the United States Securities and Exchange Commission (the "SEC") thereunder; and (iii) neither Company nor any other person is under any obligation to register such securities under the 1933 Act or any state securities laws or to comply with the terms and conditions of any exemption.

Any Conversion Shares issued upon conversion of this Note, and if applicable, any Common Stock issued in payment of interest as herein provided ("Interest Shares"), shall, if and only to the extent required by law, bear legends in similar form to the legend set forth on Page 1 of the Note.

3. Conversion of Note into Common Stock; Redemption. Holder of this Note is entitled, at its option, at any time, to convert all or any portion of the original principal face amount of this Note, along with accrued and unpaid interest, into shares of common stock of Company, par value per share ("Common Stock"), at a conversion price (the "Conversion Price") for each share of Common Stock equal to fifty percent (50.0%) of the average of the three lowest closing bid prices ("Average Closing Bid Price"), of Company's Common Stock for the trailing ten days immediately prior to conversion as reported on the Over the Counter Bulletin Board Market or

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the Pink Sheets (in either case, the "Bulletin Board" hereinafter) (or on such other securities exchange or market as the Common Stock may trade at such time).

Any conversion of this Note shall be achieved by submitting to Company the fully completed form of conversion notice attached hereto as Exhibit I, or a similar writing that conveys sufficient information to effect a conversion (a "Notice of Conversion"), executed by Holder of this Note evidencing such Holder's intention to convert this Note or the specified portion (as herein provided) hereof. A Notice of Conversion may be submitted via facsimile to Company at the applicable telecopier number provided in the Exchange Agreement, or by physical delivery of such Notice of Conversion to Company at the address provided in the Exchange Agreement. Nothing herein shall operate to prohibit the parties from transmitting and receiving a Notice of Conversion by other means by mutual agreement (e.g., electronically). Company and Holder shall each keep records with respect to the portion of this Note then being converted and all portions previously converted; upon receipt by Holder of the requisite Conversion Shares, the outstanding principal amount of the Note shall be reduced by the amount specified in the Notice of Conversion resulting in such Conversion Shares. Likewise, upon receipt by Holder of the requisite number of Interest Shares, the interest owed shall be reduced by the appropriate amount. Company may from time to time, but is not required to, instruct Holder and the Holder shall surrender this Note along with the Notice of Conversion for the purposes of making a notation thereon as to the amount of principal being converted, or of canceling this Note and issuing a new Note in the same form with the principal amount of such Note reduced by the amount converted. Such new or notated Note shall be delivered to Holder within three (3) business days after such Holder's surrender to Company. No fractional shares or scrip representing fractions of shares will be issued on conversion, but the number of shares issuable shall be rounded to the nearest whole share. Accrued interest on the converted portion of the Note shall be payable upon conversion thereof, in cash or Common Stock at the Conversion Price, at Holder's option. The date on which a notice of conversion is given (a "Conversion Date") shall be deemed to be either the date on which Company receives from Holder a facsimile (or otherwise transmitted) Notice of Conversion duly executed, or, if earlier, the date set forth in such Notice of Conversion if the original Notice of Conversion is physically received by Company within two (2) business days thereafter.

In all cases, Company shall cause the Conversion Shares (Interest Shares, if any) to be delivered to Holder within three (3) business days after the Conversion Date with respect to such shares of Common Stock being delivered, and at the address specified for Holder in the Notice of Conversion.

Any portion of this Note which remains unconverted on the Maturity Date shall be paid in full in cash along with all interest accrued but unpaid. Notwithstanding the preceding sentence, at Holder's sole option in Holder's sole discretion, all or any portion of this Note which remains unconverted on the Maturity Date shall, along with all interest accrued but unpaid, be converted into shares of Common Stock as of the Maturity Date, as if Holder had converted the remaining portion of this Note according to the provisions of this Section 3, with the Conversion Date being equivalent in such event to the Maturity Date, as if Holder had provided Company with a Notice of Conversion with respect to the outstanding principal amount of this Note on the Maturity Date.

Notwithstanding anything herein to the contrary, Company shall have the unequivocal right to redeem any unconverted portion of this Note at any time prior to conversion, or prior to the Maturity Date, at a price equal to the then outstanding principal amount of this Note (the "Redemption Premium"), plus all interest due on this Note at such time. For any redemption to be made pursuant to this paragraph, Company shall give to Holder five (5) business days' written notice (a "Redemption Notice") of its intention to so redeem the Note or a portion thereof,


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assuming that Holder has not faxed a Notice of Conversion with respect to the Note (or portion thereof) sought to be redeemed (in which case the Redemption Notice shall be null and void). Upon notice of its intention to redeem the Note, Company shall immediately, but in any event within five (5) business days after notice of its intention to so redeem is delivered, and within such five (5) business day period (unless Holder agrees in writing to a later date), transfer the full redemption price to Holder. Notwithstanding anything herein to the contrary, Company may not redeem any portion of this Note with respect to which Holder has delivered a Notice of Conversion (via facsimile or otherwise) to the Company prior to Holder's receipt of a Redemption Notice. Should Company not timely pay to Holder the full redemption amount described in this Note, then its redemption rights as described in this paragraph shall be nullified, unless Holder consents otherwise in writing.

4. Conversion Restrictions. Notwithstanding anything to the contrary set forth herein or in the Exchange Agreement, in no event shall any holder of this Note be entitled to convert this Note in excess of such portion of the principal of the Note that, upon giving effect to such conversion, would cause the aggregate number of shares of Common Stock beneficially owned by such converting holder and its affiliates to exceed 4.99% of the outstanding shares of the Common Stock following such conversion. For purposes of this Section 4(b), beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended. The limitations imposed by this Section 4(b) on conversion of this Note shall no longer apply, and holder of this Note may convert all or any portion of this Note, irrespective of the resulting beneficial ownership of Company's Common Stock, should any of the following events occur: (I) Company shall either: (i) become insolvent; (ii) admit in writing its inability to pay its debts generally or as they become due; (iii) make an assignment for the benefit of creditors or commence proceedings for its dissolution; or (iv) apply for, or consent to the appointment of, a trustee, liquidator, or receiver for its or for a substantial part of its property or business; or (II) A trustee, liquidator or receiver shall be appointed for Company or for a substantial part of its property or, business without Company's consent and such appointment is not discharged within sixty (60) days after such appointment; or (III) Any governmental agency or any court of competent jurisdiction at the instance of any governmental agency shall assume custody or control of the whole or any substantial portion of the properties or assets of Company and shall not be dismissed within sixty (60) days thereafter; or (IV) Bankruptcy, reorganization, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Company and, if instituted against the Company, shall not be dismissed within sixty (60) days after such institution or the Company shall by any action or answer approve of, consent to, or acquiesce in any such proceedings or admit the material allegations of, or default in answering a petition filed in, any such proceeding; or (V) Company is in default under the terms of this Note.

5. Obligations of Company Herein are Unconditional. No provision of this Note shall alter or impair the obligation of Company, which obligation is absolute and unconditional, to repay the principal amount of this Note and all interest thereon at the time, place and rate herein stated. This Note and all other Notes now or hereafter issued in replacement of this Note on the same or similar terms are direct obligations of Company. This Note ranks at least equally with all other Notes now or hereafter issued under the terms set forth herein. The Conversion Price and number of shares of Common Stock issuable upon conversion shall be subject to adjustment from time to time as provided in Section 6 below.

6. Adjustments. ;

(a) In the event Company or any successor to Company should at any time or from time to time, after the date of this Note, fix a record date for the effectuation of a split or subdivision of the

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outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock (equal to at least ten percent (10%) or more of the Company's then issued and outstanding shares of Common Stock) or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend, distribution, split or subdivision if no record date is fixed), then unless the Conversion Price is otherwise automatically adjusted in accordance with the terms of this Note, the Conversion Price shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of this Note shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents.

(b) If the number of shares of Common Stock outstanding at any time after the date of this Note is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Conversion Price shall be appropriately increased if necessary so that the number of shares of Common Stock issuable upon conversion of this Note shall be decreased in proportion to such decrease in outstanding shares.

(c) In the event Company, at any time while all or any portion of this Note is outstanding, shall be consolidated with or merged into any other corporation or corporations or shall sell or lease all or substantially all of its property and business as an entirety, then lawful provisions shall be made as part of the terms of such consolidation, merger, sale or lease so that the holder of this Note may thereafter receive in lieu of such Common Stock otherwise issuable to such holder upon conversion of this Note, but at the conversion rate which would otherwise be in effect at the time of conversion, as hereinbefore provided, the same kind and amount of securities or assets as may be issuable, distributable or payable upon such consolidation, merger, sale or lease with respect to Common Stock of Company.

7. Reservation of Shares. Company shall, at all times, reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of this Note, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all of the outstanding principal amount and accrued but unpaid interest, and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of this Note, in addition to such other remedies as shall be available to Holder, Company will either (i) within ten (10) business days redeem this Note as stated in Section 3 above, or (ii) take such corporate action as may, in the opinion of its counsel, be necessary to increase the number of authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including without limitation, using its best efforts to obtain the requisite stockholder approval necessary to increase the number of authorized shares of Company's Common Stock.

8. Note Holder Not Deemed a Stockholder or Member. No Holder, as such, of this Note shall be entitled (prior to conversion of this Note into Common Stock, and only then to the extent of such conversion) to vote or receive dividends or be deemed the holder of shares of Company

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for any purpose, nor shall anything contained in this Note be construed to confer upon Holder hereof, as such, any of the rights of a stockholder or member of Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of stock, reclassification of stock, consolidation, merger, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise, prior to the issuance to the holder of this Note of the Conversion Shares or Interest Shares which he or she is then entitled to receive upon the due conversion of all or a portion of this Note. Notwithstanding the foregoing, Company will provide Holder with copies of the same notices and other information given to the stockholders or members of Company generally, contemporaneously with the giving thereof to the stockholders or members.

9. No Limitation on Corporate or Company Action. No provisions of this Note and no right or option granted or conferred hereunder shall in any way limit, affect or abridge the exercise by Company of any of its corporate or company rights or powers to recapitalize, amend its Articles of Incorporation or Organization, as applicable, reorganize, consolidate or merge with or into another corporation, or to transfer all or any part profits, property or assets, or the exercise of any other of its corporate rights and powers.

10. Representations of Holder. Upon conversion of all or a portion of this Note, if requested by Company, Holder shall confirm in writing, in a form reasonably satisfactory to Company, that the Conversion Shares so purchased are being acquired solely for Holder's own account and not as a nominee for any other party, and that such Holder is an Accredited Investor (as defined in Rule 501(a) of Regulation D promulgated under the 1933 Act). Company acknowledges that Holder's duly executed certification on the Notice of Conversion is satisfactory confirmation of the facts set forth in the immediately preceding sentence. If such Holder cannot make such representations because they would be factually incorrect, it shall be a condition to such Holders conversion of all or a portion of the Note that Company receive such other representations as Company considers reasonably necessary to assure Company that the issuance of its securities upon conversion of the Note will not violate any United States or state securities laws.

11. Waiver of Demand, Presentment, Etc. Company hereby expressly waives demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, notice of acceleration or intent to accelerate, bringing of suit and diligence in taking any action to collect amounts called for hereunder and shall be directly and primarily liable for the payment of all sums owing and to be owing hereunder, regardless of and without any notice, diligence, act or omission as or with respect to the collection of any amount called for hereunder.

12. Attorney's Fees. Company agrees to pay all costs and expenses, including without limitation reasonable attorney's fees, which may be incurred by Holder in collecting any amount due under this Note or in enforcing any of Holder's conversion rights as described herein, if Holder is required to pursue legal action to so collect or enforce its rights described herein, and, is successful in such legal action.

13. Default. If one or more of the following described "Events of Default" shall occur:

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(a) Company shall continue in default in the payment of principal or interest on this Note for a period of five (5) days after a notice of default is received by Company with respect to any such payment, or Company shall not timely honor any Notice of Conversion as specified herein and in the Exchange Agreement; or

(b) Any of the representations or warranties made by Company herein, in the Exchange Agreement, or in any certificate or financial or other written statement heretofore or hereafter furnished by or on behalf of Company in connection with the execution and delivery of this Note or the Exchange Agreement shall be false or misleading in any material respect at the time made and Holder shall have provided five (5) days prior written notice to Company of the alleged misrepresentation or breach of warranty and the same shall continue uncured for a period of ten (10) days after such written notice from Holder; or

(c) T Company shall fail to perform or observe, in any material respect, any other covenant, term, provision, condition, agreement or obligation of Company under this Note or the Exchange Agreement and such failure shall continue uncured for a period of five (5) days after written notice from Holder of such failure; or

(d) Company shall either: (i) become insolvent; (ii) admit in writing its inability to pay its debts generally or as they become due; (iii) make an assignment for the benefit of creditors or commence proceedings for its dissolution; or (iv) apply for, or consent to the appointment of, a trustee, liquidator, or receiver for its or for a substantial part of its property or business; or

(e) A trustee, liquidator or receiver shall be appointed for Company or for a substantial part of its property or business without Company's consent and such appointment is not discharged within sixty (60) days after such appointment; or

(f) Any governmental agency or any court of competent jurisdiction at the instance of any governmental agency shall assume custody or control of the whole or any substantial portion of the properties or assets of Company and shall not be dismissed within sixty (60) days thereafter; or

(g) Bankruptcy, reorganization, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against Company and, if instituted against Company, shall not be dismissed within sixty (60) days after such institution or Company shall by any action or answer approve of, consent to, or acquiesce in any such proceedings or admit the material allegations of, or default in answering a petition filed in, any such proceeding; then, or at any time thereafter, and in any and every such case, unless such Event of Default shall have been waived in writing by Holder (which waiver in one instance shall not be deemed to be a waiver in another instance or for any other prior or subsequent Event of Default) at the option of Holder and in Holder's sole discretion, Holder may immediately accelerate the maturity hereof, whereupon all principal and interest hereunder shall be immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Company, anything herein or in any Note or other instrument contained to the contrary notwithstanding, and Holder may immediately, and upon the expiration of any period of grace, enforce any and all of Holder's rights and


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remedies provided herein or any other rights or remedies afforded by law or equity.

14. Enforceability. In case any provision of this Note is held by a court of competent jurisdiction to be excessive in scope or otherwise invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, so that it is enforceable to the maximum extent possible, and the validity and enforceability of the remaining provisions of this Note will not in any way be affected or impaired thereby.

1. 15. Entire Agreement. This Note and Exhibit 1 attached hereto, the Exchange Agreement and the Exhibits, schedules and addenda attached thereto constitute the full and entire understanding between Company and Holder with respect to the subject matter hereof and thereof. Neither this Note nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by Company and Holder.

2. 16. Governing Law. This Note shall be governed by and construed in accordance with the laws of the state of Florida without giving effect to applicable principles of conflict of law. Venue for any civil action shall be as stated in the Exchange Agreement.

3. 17. Headings. Headings in this Note are for convenience only, and shall not be used in the construction of this Note.

IN WITNESS WHEREOF, Company has caused this instrument to be duly executed by an officer thereunto duly authorized, all as of the date first hereinabove written.

By: _____
Duly Authorized Company Officer Steve Nickolas
VODA TECHNOLOGIES, INC ("VODA ")

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Voda Technologies, Inc.

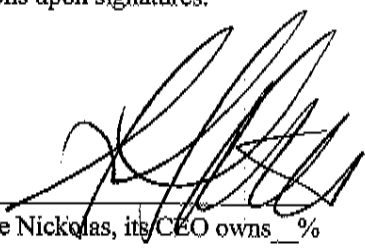
(a Arizona corporation)

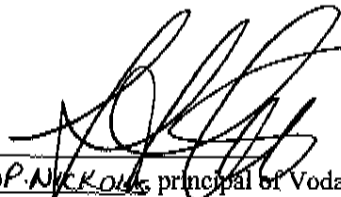
RESOLUTION OF SHAREHOLDERS
TO ACTIONS TAKEN WITHOUT A MEETING

The following resolutions were adopted by the shareholders of the Corporation on FEBRUARY 6, 2013 representing 51% of the outstanding common stock of the Corporation pursuant to Arizona General Corporation Law.

RESOLVED, that the Company Board of Directors shall agree to the transaction stipulated in the Reverse Merger Spin Off Agreement with Novus Acquisition & Development Corp and make the appropriate filing with the State of Arizona. In this Resolution will give Novus the proxy vote on voting our shares for going public only.

RESOLVED, the majority of shareholders have agreed to and shall implement the following actions upon signatures.

By: 
Steve Nickolas, its CEO owns %

By: 
STEVE P. NICKOLAS, principal of Voda

Witnessed And Notarized

Name of Notary and Date

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