

**EVERLERT, INC.**  
(A Nevada Corporation)

**Annual Report**  
**As of December 31<sup>st</sup>, 2013**

**825 S. Primrose Ave., Suite A**  
**Monrovia, CA 91016**  
**Phone: 877-224-0217**  
**Fax: 626-513-8816**

**OTC: EVLI**  
**(CUSIP: 300362209)**

ISSUER INFORMATION AND DISCLOSURE STATEMENT  
PURSUANT TO RULE 15C2-11(A)(5) OF THE  
SECURITIES EXCHANGE ACT OF 1934  
EVERLERT, INC.

DATED: April 15, 2014

ALL INFORMATION FURNISHED HEREIN HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF EVERLERT, INC. IN ACCORDANCE WITH RULE 15C-11 PROMULGATED UNDER THE SECURITIES EXCHANGE ACT OF 1934, AMENDED.

NO DEALER, SALESMAN OR ANY OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED HEREIN IN CONNECTION WITH THE COMPANY.

ANY REPRESENTATION NOT CONTAINED HEREIN MUST NOT BE RELIED UPON AS HAVING BEEN MADE OR AUTHORIZED BY THE COMPANY. DELIVERY OF THIS INFORMATION DOES NOT IMPLY THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THE ISSUER INFORMATION AND DISCLOSURE STATEMENT.

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**Item 1) Name of the Issuer and its predecessors**

The exact name of the issuer is EVERLERT, INC.

Name change history: Not Applicable

State and Date of Incorporation; Nevada – February 3, 1998.

**Item 2) Address of the issuer's principal executive offices**

**Company Headquarters**

825 S. Primrose Ave, Suite A  
Monrovia, CA 91016

Phone: 877-224-0217

Fax: 626-513-8816

Email: [information@everlert.net](mailto:information@everlert.net)

Website: [www.Everlert.net](http://www.Everlert.net)

**Item 3) Security Information**

Trading Symbol: EVLI (OTC)

Exact title and class of securities outstanding:

<u>Title/Class</u>	<u>Shares Outstanding</u>
Common Stock	733,590,775

CUSIP: 300362209

Common Stock, par value \$0.001, 800,000,000 shares authorized: 733,590,775 shares issued and outstanding.

Common Stock - The authorized capital stock of the Company includes 800,000,000 shares of common stock, par value \$0.001 per share. The holders of the shares: (a) have equal ratable rights to dividends from funds legally available therefore, when, as, and if declared by the Board of Directors of the Company; (b) are entitled to share ratably in all of the assets of the Company available for distribution upon winding up of the affairs of the Company; and (c) are entitled to one non-cumulative vote per share on all matters on which shareholders may vote at all meetings of shareholders. These securities do not have any of the following rights: (a) cumulative or special voting rights; (b) preemptive rights to purchase in new issues of shares; (c) preference as to dividends or interest; (d) preference upon liquidation; or (e) any other special

rights or preferences. In addition, the shares are not convertible into any other security. There are no restrictions on dividends under any loan other financing arrangements or otherwise.

Total Shares authorized:

Common Stock: 800,000,000 as of December 31, 2013

Total Shares outstanding:

Common Stock: 733,590,775 as of December 31, 2013

Total number of beneficial shareholders: 231

Total number of shareholders of record: There are 211 beneficial Shareholders as of December 31, 2013

**Transfer Agent**

Transfer Online, Inc.

512 SE Salmon St.

Portland, OR 97214

Phone: (503) 595-2974

Fax: (503) 227-6874

Is the Transfer Agent registered under the Exchange Act: YES

List any restrictions on the transfer of security; NONE

Describe any trading suspensions orders issued by the SEC in the past 12 months; NONE

(Balance of page intentionally left blank)



## Item 4) Issuance History

During the past two fiscal years the company issued stock for convertible promissory notes, acquisition and for services exercised.

- On December 17, 2013, the Company issued 16,666,667 restricted shares of the Company's common stock on conversion of a \$250,000.00 convertible debt note issued by the Company on December 4, 2013 to Logitech Shipping, Inc. The amount of the debt note when converted was \$250,000.00 and was converted at a rate of \$0.015 per share.
- On October 28, 2013, the Company issued 16,795,890 free trading shares of the Company's common stock on a debt note the result for consideration for services rendered to Totalpost Services, Inc. dated August 15, 2012 to Ron Ryan. The amount of the debt note when converted was \$15,000.00 worth of principal plus \$1,795.89 of accrued interest, for a total of \$16,795.89 and was converted at a rate of \$0.001 per share. The Corporation engaged the consultant's expertise in professional services in the area of strategic management, marketing, and business development.

On June 3, 2013, Ron Ryan notified the Company of the transfer of the debt note to Keystone Gate Company, LTD. On August 25, 2013, Keystone Gate Company, LTD requested that the total due and owing under the terms of the promissory note, which was \$16,795.89, be converted to common shares of the Company at the rate of \$0.001 per share, which calculates to 16,795,890 common shares of the Company.

- On July 23rd, 2013, the Company issued 10,000,000 free trading shares of the Company's common stock after conversion of 5,000,000 of Preferred Stock, Class "A" by a shareholder. The class of preferred stock was subsequently retired by the Board of Directors.
- On May 14<sup>th</sup>, 2013, the Company issued 965,757 free trading shares of the Company's common stock on a \$ 30,000 convertible debt note originating on December 20, 2006 to Fordham Associates, Inc.

On April 23, 2013, Fordham Associates, Inc. entered into a Securities Transfer Agreement with SGI Group, LLC, whereby SGI Group, LLC acquired \$15,000.00 worth of the principal of the note, plus \$9,143.84 of accrued interest, for a total of \$24,143.84. On May 14, 2013, SGI Group, LLC requested that the total due and owing under the terms of the promissory note, which was \$24,143.84, be converted to common shares of the Company at the rate of \$0.05 per share, which calculates to 482,877 common shares of the Company.

On April 23, 2013, Fordham Associates, Inc. entered into a Securities Transfer Agreement with Eastern Institutional Funding, LLC, whereby Eastern Institutional Funding, LLC acquired \$15,000.00 worth of the principal of the note, plus \$9,143.98 of accrued interest, for a total of \$24,143.98. On May 14, 2013, Eastern Institutional Funding, LLC requested that the total due and owing under the terms of the promissory

note, which was \$24,143.98, be converted to common shares of the Company at the rate of \$0.05 per share, which calculates to 482,880 common shares of the Company.

- On February 8<sup>th</sup>, 2013 16,000 preferred Series C stock was returned to treasury and the class was retired.

Pursuant to an agreement dated February 8th, 2013, between Everlert, Inc. and former executive and director, Lee Davidson, the Company agreed to sell Orpheus Capital, LLC to Mr. Davidson in exchange for the return of 16,000 Series C Preferred stock he owned to the Company's treasury. The value of the transaction is \$48,000. On February 8th, 2013, the Board of Directors passed a unanimous resolution to cancel Series C Preferred stock as a class. The Company realized a loss on the retirement of this Class of stock.

- In December 2012, the Company issued 6,309,643 free trading shares of the Company's common stock on a debt note the result for consideration for services rendered dated January 1, 2009 to Kingsbridge, Inc. The amount of the debt note when converted was \$31,548.00 and was converted at a rate of \$.005 per share. The Corporation engaged the consultant's expertise in professional services in the area of Real Estate Business Development.
- In December 2012, the Company issued 6,706,429 free trading shares of the Company's common stock on a debt note the result for consideration for services rendered dated September 9, 2009 to Ocean View, Inc. The amount of the debt note when converted was \$33,532.14 and was converted at a rate of \$.005 per share. The Corporation engaged the consultant's expertise in the capacity of Real Estate Business Development, Strategic Assessment and Marketing, as it pertains to real estate owned by the Corporation and its subsidiaries.
- In November, 2012, the Company purchased 100% of Totalpost Services, Inc.(a Delaware corporation) in a stock for stock exchange by issuing 650,000,000 of Common Stock.

Pursuant to the share exchange agreement dated November 12<sup>th</sup> 2012 by and between David Hymers and Everlert, David Hymers exchanged 1,500 of his common shares of Totalpost Services, Inc (a Delaware Corporation) to Everlert, Inc. and \$20,000 to pay for transaction costs in exchange for 650,000,000 common shares of Everlert, Inc. Subsequent to the exchange, Everlert owns all of the outstanding stock of Totalpost Services, Inc., making it a wholly owned subsidiary of Everlert. The Director's of the Company passed a unanimous written consent to issue the restricted (Rule 144) shares from treasury on November 15, 2012.

## **Item 5) Financial Statements**

The following statements, dated December 31, 2013 are attached at the end of this Annual Report (For period ending December 31, 2013), under the heading Financial Statements.

- a. Balance Sheet;
- b. Income Statement;

- c. Statement of Cash Flows;
- d. Statement of Changes in Stockholders Equity;
- e. Financial Notes; and
- f. Management's Certification

The Company will provide updates to the balance sheet, profit and loss, and retained earnings statements no later than 90 days after the fiscal year and 45 days after the end of any fiscal quarter.

## **Item 6) Describe the Issuer's Business, Products, and Services**

Describe the issuer's business so a potential investor can clearly understand the company. In answering this item, please include the following:

- A. a description of the issuer's business operations;

Everlert, Inc. is a manufacturer and seller of high quality postage ink cartridges that are accepted by the US Postal Service (USPS).

- B. Date and State (or Jurisdiction) of Incorporation:

Everlert, Inc. was originally incorporated under the laws of the State of Nevada on February 3, 1998.

- C. the issuer's primary and secondary SIC Codes;

Primary: 511205 Office Supplies – Wholesale (Totalpost Services, Inc. - Subsidiary)

- D. the issuer's fiscal year end date;

December 31

- E. principal products or services, and their markets;

Totalpost Services, Inc. (Subsidiary)

1. Principal products or services, and their markets;

Totalpost Services, Inc. is one of the most prominent providers of quality ink cartridges in the US postage meter industry. The prices of the ink cartridges offered by the Company are lower than competitors and the quality of the cartridges are unmatched in the industry. Furthermore, the ink cartridges are re-manufactured or compatible with each of the respective OEM's, allowing Everlert to be able to offer competitive pricing. Pitney Bowes, Neopost/Hasler, FP are a few of the meter cartridge manufacturers that Everlert produces cartridges for. Virtually all businesses use a postage meter cartridge on a daily basis to fulfill their mailing needs, creating a large demand for our quality cartridges.

2. Distribution methods of the products or services;

Orders for Totalpost's postage meter ink cartridges are fulfilled from its main distribution center and warehouse located in Monrovia, California. The products are shipped via mail.

3. Status of any publicly announced new product or service;

The Company currently does not have any new publicly announced products or services that have not been presented to the investing public as of December 31, 2013.

4. Competitive business conditions, the issuer's competitive position in the industry, and methods of competition;

The Company competes with a select few producers of postage ink cartridges. Since the Company primarily sells on a wholesale basis to retailers and distributors, there are not that many competitors. The large bulk orders from customers allow the Company to take advantage of economies of scale, resulting in lower prices and more efficiencies pertaining to the production and fulfillment processes. Based on annual sales, production, customer service and quality of its products, the Issuer is one of the top three of all whole sellers of postage ink cartridges located in the US. The primary method of competition in the postage industry is lower prices, aggressive online marketing, exceptional customer support, and high quality cartridges.

5. Sources and availability of raw materials and the names of principal suppliers;

Presently, the principal supplier of the postage meter ink cartridges is Totalpost Services, PLC in the United Kingdom. This Company does not have any direct ownership or control of Totalpost Services, Inc. in the US. However, they have the same common owner, David Hymers. It is the Company's intention to build its own production line in-house in order to manage the supply chain internally to reduce costs and decrease lead time of stock shipments.

6. Dependence on one or a few major customers;

The Company does not depend on a few major customers; rather, it has a recurring base of customers that purchase large stock orders that include over 20 customers. Additionally, more than thirty percent of the Company's total sales stems from a myriad of different retail consumers that include e-commerce sales.

7. Patents, trademarks, licenses, franchises, concessions, royalty agreements or labor contracts, including their duration;

License from Totalpost Services, PLC to Everlert, Inc. for all postage meter ink cartridges provided by Totalpost Services, PLC, as well as the name and likeness of all logos and corresponding products, as well as the ability to utilize the know-how and expertise provided by the Licensor to manufacture replacement cartridges and ink, under the same or similar specifications as originals. License duration is in perpetuity.

License from Registered Express Corporation for technologies related to online document delivery, document storage, secure data centers, electronic communications, as well as the name and likeness of all logos and corresponding products, as well as the ability to utilize the know-how and expertise provided by the Licensor related to Mailroom Disaster Planning, Management, and Recovery. License duration is renewed every two years.

8. The need for any government approval of principal products or services and the status of any requested government approvals.

The Company's postage meter ink cartridges satisfy the standards set forth by the US Postal Service.

## **Item 7) Describe the Issuer's Facilities**

The Company's principal corporate office and warehouse is located at 825 S. Primrose Ave, Suite A, Monrovia, CA 91016, where it leases a commercial space. Currently, the Company has entered a three year lease for the 4,500 square foot facility. The monthly rent is \$3,450. Please refer to the lease agreement included in the attached Financial Notes. We believe that the space is adequate for the current operations of the business, as well as the expected growth in the near future.

## **Item 8) Officers, Directors, and Control Persons**

The goal of this section is to provide an investor with a clear understanding of the identity of all the persons or entities that are involved in managing, controlling or advising the operations, business development and disclosure of the issuer, as well as the identity of any significant shareholders.

- A. Names of Officers, Directors, and Control Persons. In responding to this item, please provide the names of each of the issuer's executive officers, directors, general partners and control persons (control persons are beneficial owners of more than five percent (5%) of any class of the issuer's equity securities), as of the date of this information statement.

Officers and Directors

CEO/Director

1. Robert L. Hymers, III                      CEO/ Director
2. 825 S. Primrose Ave, Suite A  
Monrovia, CA 91016
3. Mr. Hymers worked as a CPA with Ernst & Young's audit and tax practices for over five years. For the past year and a half, Mr. Hymers has been the Chief

Financial Officer of Totalpost Services, Inc. His expertise lies in turning around mid-size businesses operation and making them compliant with all regulators. He holds a Bachelor's of Science in Accountancy and a Master's of Science in Taxation from California State University, Northridge.

4. Mr. Hymers is the Chief Financial Officer of Totalpost Services, Inc.
5. Mr. Hymers is compensated \$30,000 a month and his compensation is subject to bonuses based upon the terms of his contract.
6. Mr. Hymers is currently not a beneficial owner of the Company's securities of any class.

#### Secretary/Treasurer/Director

1. John Taylor
2. 9850 S. Maryland Pkwy, #105  
Las Vegas, NV 89183
3. Mr. Taylor has operated, owned, and managed several businesses in various industries.
4. Mr. Taylor is currently the Chief Executive Officer of Registered Express Corporation.
5. Mr. Taylor is currently contributing his services on an as needed basis and only compensated for expenses incurred.
6. Mr. Taylor is currently not a beneficial owner of the Company's securities of any class.

#### A. Control Persons

David Hymers' owns 650,000,000 common shares of Everlert, Inc. which gives him an ownership interest of 88.61% of Everlert, Inc.

David Hymers' mailing address is as follows:  
825 S. Primrose Ave, Suite A  
Monrovia, CA 91016

No family relationship exists among and between the Company's directors, officers or owners of more than five percent (5%) of any class of the Company's equity securities. The largest shareholder of the Company (David Hymers) and the President (Robert Hymers) share the same last name, but are not considered to have a family relationship since they are distant relatives and have had no direct family relationship for over four generations.

- #### B. Legal/Disciplinary History. Please identify whether any of the foregoing persons have, in the last five years, been the subject of:

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);

None

2. The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities;

None

3. A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or

None

4. The entry of an order by a self-regulatory organization that permanently or temporarily barred suspended or otherwise limited such person's involvement in any type of business or securities activities.

None

C. Beneficial Shareholders.

David Hymers' owns 650,000,000 common shares of Everlert, Inc. which gives him an ownership interest of 88.61% of Everlert, Inc.

David Hymers' mailing address is as follows:  
825 S. Primrose Ave, Suite A  
Monrovia, CA 91016

## Item 9) Third Party Providers

Please provide the name, address, telephone number, and email address of each of the following outside providers that advise your company on matters relating to operations, business development and disclosure:

Legal Counsel Name:

The Law Offices of Thomas C. Cook  
500 N. Rainbow Blvd.  
Las Vegas, Nevada  
Tel: (702) 221-1925  
Email: tccesq@aol.com

Accountant or Auditor  
Kyle L. Tingle, CPA, LLC  
3145 E. Warm Springs Road  
Suite 450  
Las Vegas, USA, 89120  
United States

## Item 10) Issuer Certification

The issuer shall include certifications by the chief executive officer and chief financial officer of the issuer (or any other persons with different titles, but having the same responsibilities).

The certifications shall follow the format below: I, Robert L Hymers III certify that:

1. I have reviewed this annual disclosure statement of Everlert, Inc.;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Tuesday, April 15, 2014

A handwritten signature in black ink, appearing to read "R. L. Hymers III", written in a cursive style.

Robert L Hymers III  
President & CEO



# **Everlert, Inc.**

## **Consolidated Financial Statements (Unaudited)**

**Footnotes to the Financial Statements  
From Inception (February 3, 1998) to December 31, 2013  
(Stated in US Dollars)**

**825 S. Primrose Ave., Suite A  
Monrovia, CA 91016  
Phone: 877-224-0217  
Fax: 626-513-8816**

**OTC: EVLI  
(CUSIP: 300362209)**

**EVERLERT, INC.**  
**Consolidated Balance Sheet**  
**(Unaudited) (2012 Restated)**  
**(Stated in US Dollars)**

<b>ASSETS</b>	Year Ended 12/31/13	Year Ended 12/31/12
<b>Current Assets:</b>		
Cash and Equivalents	\$ 34,248	\$ 4,023
Accounts Receivable	\$ 1,632	\$ 21,345
Inventory	\$ 141,478	\$ -
Other Current Assets	\$ 42,197	\$ 100,027
Total current assets	<u>\$ 219,554</u>	<u>\$ 125,395</u>
<b>Fixed Assets</b>		
Equipment and Furniture	\$ 8,115	\$ 8,185
Accumulated Depreciation	\$ (6,874)	\$ (3,274)
Total Fixed Assets, Net	<u>\$ 1,241</u>	<u>\$ 4,911</u>
<b>Other Assets</b>		
Investment in Land	\$ -	\$ 74,234
Intangible Asset - License	\$ 1,975,000	\$ 925,000
Total Other Assets	<u>\$ 1,975,000</u>	<u>\$ 999,234</u>
<b>Total Assets</b>	<u><u>\$ 2,195,795</u></u>	<u><u>\$ 1,129,540</u></u>
<b>LIABILITIES AND STOCKHOLDERS' DEFICIT</b>		
<b>Current Liabilities:</b>		
Accounts payable and accrued expenses	\$ 414,120	\$ 78,306
Other Current Liabilities	\$ 177,135	\$ 67,455
Current Liabilities of Discontinued Operations	\$ 350,000	\$ -
Convertible Note Payable	\$ 76,856	\$ -
Total Current Liabilities	<u>\$ 1,018,111</u>	<u>\$ 145,761</u>
Long-Term Liabilities:		
Long Term Loan	\$ 371,238	\$ 389,487
Other Unsecured Long-Term Payable	\$ 1,074,081	\$ 87,370
Total Long-Term Liabilities	<u>\$ 1,445,319</u>	<u>\$ 476,857</u>
<b>Total Liabilities</b>	<u>\$ 2,463,430</u>	<u>\$ 622,618</u>
Stockholders' Deficit:		
Preferred Stock, Class "A", par value \$0.001, 5,000,000 shares authorized, 0 issued or outstanding.	\$ -	\$ 5,000
Preferred Stock, Class "C", par value \$0.001, 5,000,000 shares authorized, 0 shares issued and outstanding	\$ -	\$ 16
Common Stock, 800,000,000 shares authorized; par value \$0.001 per share; 733,590,775 shares issued and outstanding	\$ 733,591	\$ 689,162
Additional Paid -In Capital	\$ 4,359,799	\$ 4,132,128
Accumulated Deficit - Discontinued Operations	\$ (4,146,855)	\$ -
Accumulated Deficit	\$ (1,214,170)	\$ (4,319,384)
Total Stockholders' Deficit	<u>\$ (267,635)</u>	<u>\$ 506,922</u>
Total Liabilities and Stockholders' Deficit	<u>\$ 2,195,795</u>	<u>\$ 1,129,540</u>

The accompanying notes are an integral part of these financial statements.

**EVERLERT, INC.**  
**Consolidated Income Statement**  
**(Unaudited)**  
**(2012 Restated)**  
**(Stated in US Dollars)**

	For the year ended 12/31/13	For the year ended 12/31/12
Net Revenue	\$ 673,898	\$ 208,212
Cost of Goods Sold	<u>\$ 414,184</u>	<u>\$ 52,557</u>
Gross Profit	\$ 259,714	\$ 155,655
Operating Expenses:		
Advertising and Promotion	\$ 8,829	
Amortization and Depreciation	\$ 3,600	\$ 1,637
Bad Debt	\$ 7,401	
General and Administrative	\$ 830,026	\$ 120,294
Employment Contract		\$ 15,000
Office Rent	\$ 42,100	
Payroll Expenses	\$ 262,941	\$ 74,811
Payroll Taxes	\$ 66,572	\$ 3,974
Shipping and Freight Expense	\$ 70,295	
Taxes and State Fees	<u>\$ 2,064</u>	<u>\$ 533</u>
Total Operating Expenses	\$ 1,293,828	\$ 216,249
Operating Income (Loss)	\$ (1,034,114)	\$ (60,594)
Other Income (Expense):		
Cost of Merger with Everlert, Inc		\$ (22,325)
Interest Expense	<u>\$ (3,652)</u>	<u>\$ (12,064)</u>
Total other Income (Expense)	\$ (3,652)	\$ (34,389)
Income from continuing operations	<u>\$ (1,037,766)</u>	<u>\$ (94,983)</u>
Discontinued Operations:		
Loss on discontinued operations, net of tax	\$ (3,875)	\$ (33,133)
Net Income (Loss)	<u><u>\$ (1,041,641)</u></u>	<u><u>\$ (128,116)</u></u>
Basic Loss per Common Share from Continuing Operations Operations	\$ (0.001)	\$ (0.000)
Basic Loss per Common Share from Discontinued Operations	\$ (0.000)	\$ (0.000)
Basic Loss Per Common Share	\$ (0.001)	\$ (0.000)
Weighted Average Number of Common Shares	733,590,775	689,162,461

The accompanying notes are an integral part of these financial statements.

**EVERLERT, INC.**  
**Consolidated Statement of Cash Flows**  
**(Unaudited) (2012 Restated)**  
**(Stated in US Dollars)**

	Year Ended 12/31/13	Year Ended 12/31/12
<b>Operating Activities</b>		
Net Income (loss)	\$ (1,041,641)	\$ (128,116)
Depreciation	\$ 3,600	\$ 1,637
Write-off of investment in land	\$ -	\$ 33,133
Loss on Discontinued Operations	\$ 3,875	
Changes in operating assets and liabilities		
(Increase) Decrease in Accounts Receivable	\$ 19,714	\$ (6,133)
(Increase) Decrease in Other Current Assets	\$ 82,056	\$ -
(Increase) Decrease in Inventory	\$ (141,477)	\$ 54,571
Increase (Decrease) in Accounts Payable and Accrued Expenses	\$ 335,814	\$ 78,153
Increase (Decrease) in Other CurrentLiabilities	\$ 109,680	\$ -
Increase (Decrease) in Current Liabilities of Discontinued Operations	\$ 350,000	\$ -
Increase (Decrease) in Convertible Note Payable	\$ 76,856	\$ -
Increase (Decrease) in Unsecured Notes	\$ 1,049,999	\$ 59,992
Increase (Decrease) in Long Term Loan	\$ (18,250)	\$ (63,593)
(Increase) Decrease in Intangible Assets	\$ (1,050,000)	\$ -
Net cash used in operating activities	\$ (219,774)	\$ 29,644
<b>Investing Activities</b>		
Cash received in Acquisition of Totalpost US		\$ 21,545
	\$ -	\$ -
Net cash used in investing activities	\$ -	\$ 21,545
<b>Financing Activities</b>		
Prior Period Adjustment To Retained Earnings	\$ -	\$ (48,288)
Financing from Convertible Note Payable	\$ 250,000	\$ -
Net Cash provided by financing activities	\$ 250,000	\$ (48,288)
Net change in cash	\$ 30,226	\$ 2,901
Cash at beginning of period	\$ 4,023	\$ 1,123
Cash at end of period	\$ 34,248	\$ 4,023

The accompanying notes are an integral part of these financial statements.

**EVERLERT, INC.**  
**STATEMENTS OF STOCKHOLDER'S EQUITY**  
From Inception (February 3, 1998) to December 31, 2013  
(Unaudited - 2012 Restated) (Stated in US Dollars)

	Preferred Stock		Common Stock		Paid in	Accumulated Deficit -	Accumulated	Total						
	Shares		Shares		Capital	Discontinued Operations	Deficit	Equity						
Balance, December 31, 2005	16,000	\$	16	129,155,040	\$	129,155	\$	3,405,505	\$	(3,564,676)	\$	(30,000)		
Share Exchange (see note 1)				116,239,536		116,240						116,240		
Share Exchange (see note 2)				77,493,024		77,493						77,493		
Net Loss								(42)				(42)		
Balance, December 31, 2006	16,000		16	322,887,600		322,888		3,405,505		(3,564,718)		163,691		
Shares Issued - (see note 3)				203,482,560		203,483						203,483		
Shares Issued - (see note 4)	5,000,000		5,000	105,000,000		105,000						110,000		
Shares Issued - (see note 5)				100,000,000		100,000						100,000		
Net Loss								(176,549)				(176,549)		
Balance, December 31, 2007	5,016,000		5,016	731,370,160		731,370		3,405,505		(3,741,267)		400,624		
REVERSE SPLIT: 1:5000 (see note 6)				146,389		146		731,224				-		
Shares Issued - (see note 7)				26,000,000		26,000						26,000		
Net Loss								(74,304)				(74,304)		
Balance, December 31, 2008	5,016,000		5,016	26,146,389		26,146		4,136,729		(3,815,571)		352,320		
Net Loss								(39,281)				(39,281)		
Balance, December 31, 2009	5,016,000		5,016	26,146,389		26,146		4,136,729		(3,854,852)		313,039		
Net Loss								(274,893)				(274,893)		
Balance, December 31, 2010	5,016,000		5,016	26,146,389		26,146		4,136,729		(4,129,746)		38,146		
Net Loss								(13,235)				(13,235)		
Balance, December 31, 2011	5,016,000		5,016	26,146,389		26,146		4,136,729		(4,142,980)		24,911		
Shares issued for Totalpost- (see note 8)				650,000,000		650,000		(63,371)				586,629		
Shares issued - (see note 9)				6,309,643		6,310		25,238				31,548		
Shares issued - (see note 10)				6,706,429		6,706		33,532				40,238		
Prior Period Adjustment to Retained Earnings										(48,288)		(48,288)		
Net Loss								(128,116)				(128,116)		
Balance, December 31, 2012	5,016,000		5,016	689,162,461		689,162		4,132,128		(4,142,980)	(176,404)	506,922		
Shares retired - (see note 11)	(16,000)		(16)					(47,984)				(48,000)		
Shares Issued - (see note 12)				965,757		966		47,322				48,288		
Shares Issued - (see note 13)	(5,000,000)		(5,000)	10,000,000		10,000		(5,000)				-		
Shares Issued - (see note 14)				16,795,890		16,796						16,796		
Shares Issued - (see note 15)				16,666,667		16,667		233,333				250,000		
Loss on discontinued operations								(3,875)				(3,875)		
Net Loss										(1,037,766)		(1,037,766)		
Balance, December 31, 2013	0	\$	-	733,590,775	\$	733,591	\$	4,359,799	\$	(4,146,855)	\$	(1,214,170)	\$	(267,636)

The accompanying notes are an integral part of these financial statements.

## **Note A - Nature of Business and Summary of Significant Accounting Policies**

### **The Company**

Everlert, Inc. (hereinafter referred to as the "Company") is a publicly traded company that owns a wholly owned subsidiary named Totalpost Services, Inc., which is included in the consolidated financial statements of the Company.

Totalpost, Inc. is one of the most prominent providers of quality ink cartridges in the US postage meter industry. The prices of the ink cartridges offered by the Company are lower than competitors and the quality of the cartridges are unmatched in the industry. Furthermore, the ink cartridges are re-manufactured from each of the respective OEM's, allowing Everlert to be able to offer competitive pricing. Pitney Bowes, Neopost/Hasler, FP are just a few of the meter cartridge manufactures that Everlert produces cartridges for. Virtually all US based businesses use a postage meter cartridge on a daily basis to fulfill their mailing needs, creating a large demand for our quality cartridges.

The Company's business address is 825 S. Primrose Ave, Suite A, Monrovia, CA 91016 USA. The Company conducts its business operations exclusively through Totalpost Services, Inc. as of December 31, 2013.

A summary of the significant accounting policies applied in the preparation of the accompanying financial statement are as follows.

### **Nature of Operations & Corporate Structure**

Everlert, Inc., a Nevada corporation ("registrant"), was originally incorporated on February 3, 1998, and has adopted a December 31 year-end. In February 1998, the articles of incorporation were amended to add to the authorized shares 5 million shares of preferred stock and increase the authorized common stock to 50,000,000 shares. In December 2003, the articles of incorporation were amended to increase the number of authorized common shares to 800,000,000. In December 2006, the articles of incorporation were amended to add to the authorized shares, 5 million shares of preferred stock designated as Series A Preferred.

In December 2006, the Company acquired 90% of Orpheus Capital, LLC in a stock for stock exchange by issuing 116,239,536 Common Stock Shares at par \$0.001 for a total purchase price of \$116,240. The acquisition was accounted for by using the purchase method of accounting and, accordingly, Orpheus Capital, LLC's operating results and financial position have been included in the consolidated financial statements since the date of acquisition through the date of the sale discussed below on February 8, 2013 to Mr. Davidson.

Pursuant to an agreement dated February 8<sup>th</sup>, 2013, between Everlert, Inc. and former executive and director, Lee Davidson, the Company agreed to sell its 90% interest in Orpheus Capital, LLC to Mr. Davidson in exchange for the return of 16,000 Series C Preferred stock that he owned to the Company's treasury. The transaction was valued at \$48,000. On February 8<sup>th</sup>, 2013, the Board of Directors unanimously passed a resolution to cancel the Series C Preferred stock as a class. The Company realized a loss on the retirement of this class of stock.

Pursuant to the share exchange agreement dated November 12<sup>th</sup> 2012, by and between David Hymers and Everlert, David Hymers exchanged 1,500 of his common shares of Totalpost Services, Inc (a Delaware Corporation) to Everlert, Inc. and \$20,000 to pay for certain transaction costs related to the transfer in exchange for 650,000,000 common shares of Everlert, Inc. Subsequent to the exchange, Everlert owns all of the outstanding stock of Totalpost Services, Inc., making it a wholly owned subsidiary of Everlert. The Director's of the Company passed a unanimous written consent to issue the restricted (Rule 144) shares from treasury on November 15, 2012 to David Hymers.

On July 23rd, 2013, the Company issued 10,000,000 free trading shares of the Company's common stock after conversion of 5,000,000 of Preferred Stock, Class "A" by a shareholder. The class of preferred stock was subsequently retired by the Board of Directors.

As of December 31, 2013, the amount of accumulated deficit from inception (February 3, 1998) through December 31, 2013 is \$5,361,025.

### **Basis of Consolidation**

The consolidated financial statements reflect the financial results of the Company, Totalpost Services, Inc. and its 90% owned subsidiary, Orpheus Capital, LLC, a California LLC. Orpheus Capital, LLC is included in the consolidated financial statements from January 1, 2013 through February 8, 2013, when it was sold. All significant inter-company transactions have been eliminated in consolidation.

The Company's mergers and acquisitions were accounted for as purchases in accordance with either Accounting Principles Board ("APB") Opinion No. 16, Business Combinations, or SFAS No. 141, Business Combinations. SFAS No. 141 requires all business combinations initiated after June 30, 2001 to be accounted for under the purchase method of accounting. The fair value of the consideration given by the Company in the mergers was used as the valuation basis for each of the combinations. The accompanying consolidated statements of operation and cash flows include the results of the properties purchased through the mergers and acquisitions from their respective closing dates.

### **Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles (GAAP) in the United States requires management to make estimates and assumptions that affect amounts reported and disclosed in the financial statements and the accompanying notes. Actual results could differ materially from these estimates. On an ongoing basis, we expect to evaluate our estimates, including those related to the accounts receivable, the accounts payable and sales allowances, fair values of marketable and non-marketable securities, fair values of intangible assets and goodwill, useful lives of intangible assets, property and equipment, fair values of options to purchase our common stock, and income taxes, among others. We expect to base our estimates on historical experience and on various other assumptions that are believed to be reasonable, and the results of which form the basis for making judgments about the carrying values of assets and liabilities.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of

contingent assets and liabilities at the date of the financial statements and the reported amounts or revenues and expenses during the reporting period. Actual results could differ materially from those estimates. Significant accounting policies and estimates underlying the accompanying financial statements include:

It is reasonably possible that the estimates may change in the future.

### **Fair Value of Financial Instruments**

The carrying amounts of our financial instruments, including cash and cash equivalents, marketable securities, Accounts Receivable, Accounts Payable and accrued liabilities, approximate fair value because of their generally short maturities.

### **Cash and Cash Equivalents and Marketable Securities**

We invest our excess cash in money market funds and in highly liquid debt instruments of U.S. municipalities, corporations and the US government and its agencies. All highly liquid investments with stated maturities of three months or less from date of purchase are classified as cash equivalents; all highly liquid investments with stated maturities of greater than three months are classified as marketable securities.

### **Property and Equipment**

Property and equipment are stated at cost less accumulated depreciation and amortization. Depreciation is computed using the straight-line method over the estimated useful lives of the assets. Leasehold improvements, if any, are amortized over the shorter of the lease term or the estimated useful lives of the assets. Depreciation for equipment commences once it is placed in service and depreciation for buildings and leasehold improvements commences once they are ready for their intended use.

### **Depreciation**

Depreciable property, when utilized by the Company and not held for sale, is expected to be depreciated using a straight-line method over the estimated useful lives of the assets as follows:

Land improvements	3-20 years
Buildings and improvements	3-14 years
Furniture, fixtures and equipment	5-10 years
Computer software	5 years

### **Long-Lived to Assets Including Goodwill and Other Acquired Intangible Assets**

The Company reviews property and equipment and intangible assets, including goodwill, for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Recoverability of these assets is measured by comparison of carrying amounts to the future on discounted cash flows the assets are expected to generate. If



property and equipment and intangible assets are considered to be impaired, the impairment to be recognized equals the amount by which the carrying value of the asset exceeds its fair market value. The Company has made no adjustments to long-lived assets in any of the years presented. In accordance with SFAS No.142, *Goodwill and Other Intangible Assets*, the Company tests goodwill, if any, for impairment at least annually, or more frequently if events or changes in circumstances indicate that this asset may be impaired.

SFAS No.142 also requires that intangible assets with definite lives be amortized over their estimated useful lives and reviewed for impairment whenever events or changes in circumstances indicate an asset's carrying value may not be reasonable in accordance with SFAS No.144, *Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of*.

### **Legal Costs**

Legal costs are expensed as incurred.

### **Discontinued Operations**

The Company discontinued operations of Orpheus Capital, LLC, effective the date that it was sold on February 8<sup>th</sup>, 2013. The Company followed guidelines set forth in ASC 205-20, *Presentation of Financial Statements, Discontinued Operations*.

### **Gains on Real Estate Sales**

Gains on disposition of properties are recognized using the full accrual method in accordance with the provisions of SFAS No.66, *Accounting for Real Estate Sales*, provided that various criteria relating to the terms of sale and any subsequent involvement by the Company with the properties sold are met.

### **Advertising and Promotional Expenses**

Advertising and promotional costs are expensed as incurred.

### **Stock-based Compensation**

In December 2004, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards ("SFAS") No. 123 (revised 2004), *Share-based Payment* ("SFAS 123R"), that addresses the accounting for share-based payment transactions in which an enterprise receives employee services in exchange for equity instruments of the enterprise or liabilities that are based on the fair value of the enterprise's equity instruments or that may be settled by the issuance of such equity instruments. SFAS 123R eliminates the ability to account for share-based compensation transactions using the intrinsic value method under Accounting Principles Board Opinion No.25, *Accounting for Stock Issued to Employees* ("APB 25"), and it generally requires instead that such transactions be accounted for using a fair-value-based method.

### **Liquidity**

As shown in the accompanying financial statements, the Company has incurred a net loss of \$1,041,641 for the year ended December 31, 2013, and a cumulative loss from inception of \$5,361,025 (February 3, 1998).

## Litigation

The Company may be subject to various claims or threatened lawsuits in the normal course of business. Management believes that the outcome of any such lawsuits would not have a materially adverse effect on the Company's financial position, results of operations or cash flows.

## Note B – Commitments and Contingencies

### Operating Leases

The Company leases corporate office space on a month to month basis under an operating lease agreement. The Company pays a portion of the related operating expenses under this lease agreement in addition to the basic monthly rental. Rent expense under this lease is expensed as incurred monthly at the rate of approximately \$3,450 beginning July 1, 2012 under the amended lease agreement, pursuant to SFAS 13, *Accounting for Leases*.

At December 31, 2013, future minimum payments under operating leases are as follows for the next three years and a thereafter:

<b>Lease Expense</b>	<b>Amount</b>
2014	\$ 41,400
2015	\$ 20,700
Total	\$ 62,100

## Note C – Loans and Notes Payable

Long-term debt consists of the following at December 31, 2013:

<b>Description</b>	<b>Origination</b>	<b>Amount</b>
Long Term Loan	11/15/12	\$ 371,238
Unsecured Long Term Payable		\$ 1,074,081
Total Loans		\$ 1,445,319

## Note D – Income Taxes

The Company has adopted Financial Accounting Standard No. 109, ASC 740, *Income Taxes*, which requires the recognition of deferred tax liabilities and assets for the expected future tax consequences of events that have been included in the financial statement or tax returns. Under this method, deferred tax liabilities and assets are determined based on the difference between financial statements and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Temporary differences

between taxable income reported for financial reporting purposes and income tax purposes are insignificant.

At December 31, 2013, the Company has available for federal income tax purposes a net operating loss carry forward from continuing operations of approximately \$5,361,025. Such losses may not be fully deductible is due to the significant amounts of non-Cash service costs in the change in ownership rules Under Section 382 of the Internal Revenue Code. The Company has established a valuation allowance for the full tax benefit of the operating loss carryovers due to the uncertainty regarding realization. There is no tax benefit recorded due to this allowance as of December 31, 2013. In addition, there are no FIN48, *Accounting for Uncertainty In Income Taxes*, accrued liabilities as of year-end.

#### **Note E – Going Concern**

The accompanying consolidated statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. As shown in the financial statements since inception through December 31, 2013, the Company incurred a loss from operations of \$5,361,025 however, has not maintain profitable operations under its current operation plan. This may indicate that the Company will be unable to continue as a going concern for a reasonable period of time.

The Company's existence is dependent upon management's ability to develop profitable operations. Management anticipates the Company will attain profitable status and improve its liquidity for the continued developing, marketing and selling of its products. The accompanying financial statements do not include any adjustments that might result should the Company be unable to continue as a going concern. If operations and cash flows continue to improve through these efforts, management believes that the Company can continue to operate and achieve profitability. However, no assurance can be given that management's action will result in profitable operation or the resolution of its liquidity problems.

#### **Note F – Net Income (Loss) Per Common Share**

The Company computes earnings per share under Financial Accounting Standard No. 128, "Earnings per Share" (SFAS 128). Net loss per common share is computed by dividing net loss by the weighted average number of shares of common stock and dilutive common stock equivalents outstanding during the year.

#### **Note G – Shareholders' Equity**

##### ***Preferred Stock***

Currently, there is no class of preferred stock that has been authorized by the Company

##### ***Common Stock***

The authorized capital stock of the Company includes 800,000,000 shares of common stock, par value \$0.001 per share. The holders of the shares: (a) have equal ratable rights to dividends from funds legally available and therefore, when, as, and if declared by the Board of Directors of the Company; (b) are entitled to share ratably in all of the assets of the Company available for distribution upon winding up of the affairs of the Company; and (c) are entitled to one non-cumulative vote per share on all matters on which shareholders may vote at all meetings of shareholders. These securities do not have any of the following rights: (a) cumulative or special voting rights; (b) preemptive rights to purchase new issues of shares; (c) preference as to dividends or interest; (d) preference upon liquidation; or (e) any other special rights or preferences. In addition, the shares are not convertible into any other security. There are no restrictions on dividends under any loan, other financing agreements or otherwise. As of December 31, 2013, the Company had 733,590,775 shares of common stock issued and outstanding.

### ***Dividends***

The Company does not currently intend to pay cash dividends. Because the Company does not intend to make cash distributions, potential shareholders would need to sell their shares to realize a return on their investment. There can be no assurances of the projected values of the shares, nor can there be any guarantees of the success of the Company.

A distribution of revenues will be made only when, in the judgment of the Company's board of directors, is in the best interest of the Company's stockholders to do so. The Board of Directors will review, among other things, the financial status of the Company and any future cash needs of the Company in making its decision.

### **Description of equity transactions:**

#### **As of the year ended December 31, 2013:**

- i. There were 800,000,000 shares of common stock authorized with \$0.001 par value.
- ii. There were 733,590,775 shares of Common Stock issued and outstanding.
- iii. The Company had approximately 231 beneficial shareholders.
- iv. The Company had approximately 231 shareholders of record.

#### **Notes:**

14. On October 28, 2013, the Company issued 16,795,890 shares of the Company's common stock in consideration for services rendered.
15. On December 17, 2013, the Company issued 16,666,667 restricted shares of the Company's common stock for conversion of debt note originating on December 4, 2014, to Logitech Shipping, Inc.

**As of the quarter ended September 30, 2013:**

- i. There are 800,000,000 shares of common stock authorized with \$0.001 par value.  
There are 5,000,000 preferred Series A stock authorized with \$0.001 par value.
- ii. There are 700,128,218 shares of Common Stock issued and outstanding.
- iii. The Company has approximately 221 beneficial shareholders.
- iv. The Company has approximately 221 shareholders of record.

Notes:

- 13. On July 23rd, 2013, the Company issued 10,000,000 free trading shares of the Company's common stock after conversion of 5,000,000 of Preferred Stock, Class "A" by a shareholder. The class of preferred stock was subsequently retired by the Board of Directors.

**As of the quarter ended June 30, 2013:**

- i. There are 800,000,000 shares of common stock authorized with \$0.001 par value.  
There are 5,000,000 preferred Series A stock authorized with \$0.001 par value.
- ii. There are 690,128,218 shares of Common Stock issued and outstanding.  
There are 5,000,000 preferred Series A stock issued and outstanding
- iii. The Company has approximately 221 beneficial shareholders.
- iv. The Company has approximately 221 shareholders of record.

Notes:

- 12. On May 14<sup>th</sup>, 2013, the Company issued 965,757 free trading shares of the Company's common stock on a \$ 30,000 convertible debt note originating on December 20, 2006 to Fordham Associates, Inc.

**As of the quarter ended March 31, 2013:**

- i. There are 800,000,000 shares of common stock authorized with \$0.001 par value.

There are 5,000,000 preferred Series A stock authorized with \$0.001 par value.

- ii. There are 689,162,461 shares of Common Stock issued and outstanding.

There are 5,000,000 preferred Series A stock issued and outstanding

- iii. The Company has approximately 222 beneficial shareholders.

- iv. The Company has approximately 222 shareholders of record.

Notes:

- 11. On February 8<sup>th</sup>, 2013 16,000 preferred Series C stock was purchased by the Company and returned to treasury in a transaction valued at \$48,000. The class of preferred stock was subsequently retired by the Board of Directors.

**As of the year ended December 31, 2012:**

- i. There were 800,000,000 shares of common stock authorized with \$0.001 par value.
  - a. There were 5,000,000 preferred Series A stock authorized with \$0.001 par value.  
There were 5,000,000 Series C stock authorized with \$0.001 par value
- ii. There were 689,162,461 shares of Common Stock issued and outstanding.
  - a. There were 5,000,000 preferred Series A stock issued and outstanding
  - b. There were 16,000 preferred Series C stock issued and outstanding
- iii. The Company had approximately 215 beneficial shareholders.
- iv. The Company had approximately 215 shareholders of record.

Notes:

- 8 In November, 2012, the Company purchased 100% of Totalpost Services, Inc.(a Delaware corporation) in a stock for stock exchange by issuing 650,000,000 Common Stock.
- 9 In December 2012, the Company issued 6,309,643 shares of the Company's common stock in consideration for services rendered.
- 10 In December 2012 the Company issued 6,706,429 shares of the Company's common stock in consideration for services rendered.

**As of the year ended December 31, 2011:**

- i. There were 800,000,000 shares of common stock authorized with \$0.001 par value.  
  
There were 5,000,000 preferred Series A stock authorized with \$0.001 par value. There were 5,000,000 Series C stock authorized with \$0.001 par value
- ii. There were 26,149,389 shares of Common Stock issued and outstanding.  
  
There were 5,000,000 preferred Series A stock issued and outstanding  
  
There were 16,000 preferred Series C stock issued and outstanding
- iii. The Company had approximately 212 beneficial shareholders.
- iv. The Company had approximately 212 shareholders of record.

**As of the year ended December 31, 2010:**

- i. There were 800,000,000 shares of common stock authorized with \$0.001 par value.  
  
There were 5,000,000 preferred Series A stock authorized with \$0.001 par value. There were 5,000,000 Series C stock authorized with \$0.001 par value
- ii. There were 26,149,389 shares of Common Stock issued and outstanding.  
  
There were 5,000,000 preferred Series A stock issued and outstanding  
  
There were 16,000 preferred Series C stock issued and outstanding
- iii. The Company had approximately 212 beneficial shareholders.
- iv. The Company had approximately 212 shareholders of record.

**As of the year ended December 31, 2009:**

- i. There were 800,000,000 shares of common stock authorized with \$0.001 par value.  
  
There were 5,000,000 preferred Series A stock authorized with \$0.001 par value. There are 5,000,000 Series C stock authorized with \$0.001 par value
- ii. There were 26,149,389 shares of Common Stock issued and outstanding.

There were 5,000,000 preferred Series A stock issued and outstanding

There were 16,000 preferred Series C stock issued and outstanding

- iii. The Company had approximately 212 beneficial shareholders.
- iv. The Company had approximately 212 shareholders of record.

**As of the year ended December 31, 2008:**

- i. There were 800,000,000 shares of common stock authorized with \$0.001 par value.

There were 5,000,000 preferred Series A stock authorized with \$0.001 par value. There were 5,000,000 Series C stock authorized with \$0.001 par value

- ii. There were 26,149,389 shares of Common Stock issued and outstanding.

There were 5,000,000 preferred Series A stock issued and outstanding

There were 16,000 preferred Series C stock issued and outstanding

- iii. The Company had approximately 212 beneficial shareholders.
- iv. The Company had approximately 212 shareholders of record.

**Notes:**

- 6. In January 2008, the Company authorized a rollback of its common shares of 5,000 to 1.
- 7. In July 2006, the Company issued 26,000,000 shares of the Company's common stock in consideration for services rendered.

**As of the year ended December 31, 2007:**

- i. There were 800,000,000 shares of common stock authorized with \$0.001 par value.

There were 5,000,000 preferred Series A stock authorized with \$0.001 par value. There were 5,000,000 Series C stock authorized with \$0.001 par value

- ii. There were 731,370,160 shares of Common Stock issued and outstanding.

There were 5,000,000 preferred Series A stock issued and outstanding

There were 16,000 preferred Series C stock issued and outstanding



- iii. The Company had approximately 212 beneficial shareholders.
- iv. The Company had approximately 212 shareholders of record.

Notes:

1. In December, 2006, the Company acquired 90% of the Orpheus Capital, LLC in a stock for stock exchange by issuing 116,239,536 Common Stock Shares at par or \$0.001.
2. In December, 2006, the Company purchased 100% of Everlert Communications, Inc. (a California corporation) in a stock for stock exchange by issuing 77,493,024 Common Stock.
3. In June 2007, the Company issued 203,482,560 shares of the Company's Common stock for professional services to Company executives and consultants in consideration for services rendered.
4. In August 2007, the Company issued 5,000,000 shares of the Company's Class "A" Preferred stock and 105,000,000 shares of the Company's common stock in consideration for services rendered.
5. In October 2007, the Company issued 100,000,000 shares of the Company's Common stock in consideration for services rendered.

## CERTIFICATION

I, Robert L. Hymers III, President and Chief Executive Officer of Everlert, Inc., hereby certifies that the un-audited financial statements and related footnotes hereto present fairly, in all material respects, the financial position of Everlert, Inc. and the results of its operations and cash flows as of and for the year ending December 31, 2013, in conformity with accounting principles generally accepted in the United States, consistently applied.

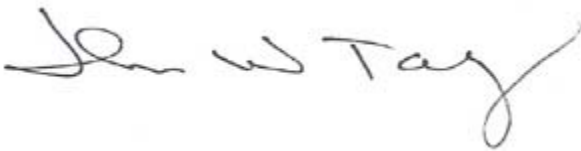
A handwritten signature in black ink, appearing to read "R. L. Hymers III".

April 15, 2014

EVERLERT, INC.

Robert L. Hymers III, President

I, John Taylor, Secretary and Treasurer of Everlert, Inc., hereby certifies that the un-audited financial statements and related footnotes hereto present fairly, in all material respects, the financial position of Everlert, Inc. and the results of its operations and cash flows as of and for the year ending December 31, 2013, in conformity with accounting principles generally accepted in the United States, consistently applied.

A handwritten signature in black ink, appearing to read "John W Taylor".

April 15, 2014

EVERLERT, INC.

John Taylor, Secretary/ Treasurer

**EVERLERT, INC.**  
(A Nevada Corporation)

**Annual Report**

**ARTICLES & BYLAWS**

**FILED**  
IN THE OFFICE OF THE  
SECRETARY OF STATE OF THE  
STATE OF NEVADA

FEB 03 1998

No.

*C2090-98*  
*Dean Heller*  
DEAN HELLER, SECRETARY OF STATE

ARTICLES OF INCORPORATION  
OF

**EVERLERT, INC.**

FEB 03 1998

*9:00*  
*5/25* *JR*

**1. Name of Company:**

*Everlert, Inc.*

**2. Resident Agent:**

The resident agent of the Company is: Nevada Internet Corporation Enterprises  
3110 S. Valley View, Suite 201  
Las Vegas, Nevada 89102

**3. Board of Directors:**

The Company shall initially have one director (1) who is Tracy Marsh, 1201 East Warner Avenue, Santa Ana, California 92680. This individual shall serve as director until their successor or successors have been elected and qualified. The number of directors may be increased or decreased by a duly adopted amendment to the By-Laws of the Corporation.

**4. Authorized Shares:**

The aggregate number of shares which the corporation shall have authority to issue shall consist of 25,000,000 shares of Common Stock having a \$.001 par value. The Common Stock of the Company may be issued from time to time without prior approval by the stockholders. The Common Stock may be issued for such consideration as may be fixed from time to time by the Board of Directors. The Board of Directors may issue such share of Common Stock in one or more series, with such voting powers, designations, preferences and rights or qualifications, limitations or restrictions thereof as shall be stated in the resolution or resolutions.

**5. Preemptive Rights and Assessment of Shares:**

Holders of Common Stock or Preferred Stock of the corporation shall not have any preference, preemptive right or right of subscription to acquire shares of the corporation authorized, issued, or sold, or to be authorized, issued or sold, or to any obligations or shares authorized or issued or to be authorized or issued, and convertible into shares of the corporation, nor to any right of subscription thereto, other than to the extent, if any, the Board of Directors in its sole discretion, may determine from time to time.

The Common Stock of the Corporation, after the amount of the subscription price has been fully paid in, in money, property or services, as the directors shall determine, shall not be subject to assessment to pay the debts of the corporation, nor for any other purpose, and no Common Stock issued as fully paid shall ever be assessable or assessed, and the Articles of Incorporation shall not be amended to provide for such assessment.

## **6. Directors' and Officers' Liability**

A director or officer of the corporation shall not be personally liable to this corporation or its stockholders for damages for breach of fiduciary duty as a director or officer, but this Article shall not eliminate or limit the liability of a director or officer for (i) acts or omissions which involve intentional misconduct, fraud or a knowing violation of the law or (ii) the unlawful payment of dividends. Any repeal or modification of this Article by stockholders of the corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director or officer of the corporation for acts or omissions prior to such repeal or modification.

## **7. Indemnity**

Every person who was or is a party to, or is threatened to be made a party to, or is involved in any such action, suit or proceeding, whether civil, criminal, administrative or investigative, by the reason of the fact that he or she, or a person with whom he or she is a legal representative, is or was a director of the corporation, or who is serving at the request of the corporation as a director or officer of another corporation, or is a representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the laws of the State of Nevada from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines, and amounts paid or to be paid in a settlement) reasonably incurred or suffered by him or her in connection therewith. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. The expenses of officers and directors incurred in defending a civil suit or proceeding must be paid by the corporation as incurred and in advance of the final disposition of the action, suit, or proceeding, under 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 not be exclusive of any other right of such directors, officers or representatives 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 stockholders, provision of law, or otherwise, as well as their rights under this article.

Without limiting the application of the foregoing, the Board of Directors may adopt By-Laws from time to time without respect to indemnification, to provide at all times the fullest indemnification permitted by the laws of the State of Nevada, and may cause the corporation to purchase or maintain insurance on behalf of any person who is or was a director or officer

## **8. Amendments**

Subject at all times to the express provisions of Section 5 on the Assessment of Shares, this corporation reserves the right to amend, alter, change, or repeal any provision contained in these Articles of Incorporation or its By-Laws, in the manner now or hereafter prescribed by statute or the Articles of Incorporation or said By-Laws, and all rights conferred upon shareholders are granted subject to this reservation.

## **9. Power of Directors**

In furtherance, and not in limitation of those powers conferred by statute, the Board of Directors is expressly authorized:

- (a) Subject to the By-Laws, if any, adopted by the shareholders, to make, alter or repeal the By-Laws of the corporation;

Incorporation Continued

(b) To authorize and caused to be executed mortgages and liens, with or without limitations as to amount, upon the real and personal property of the corporation;

(c) To authorize the guaranty by the corporation of the securities, evidences of indebtedness and obligations of other persons, corporations or business entities;

(d) To set apart out of any funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve;

(e) By resolution adopted by the majority of the whole board, to designate one or more committees to consist of one or more directors of the of the corporation, which, to the extent provided on the resolution or in the By-Laws of the corporaoun, shall have and may exercise the powers of the Board of Directors in the management of the affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have name and names as may be stated in the By-Laws of the corporation or as may be determined from time to time by resolution adopted by the Board of Directors.

All the corporate powers of the corporation shall be exercised by the Board of Directors except as otherwise herein or in the By-Laws or by law.

IN WITNESS WHEREOF, I hereunder set my hand this 3rd day of February, 1998, hereby declaring and certifying that the facts stated hereinabove are true.

Signature of Incorporator

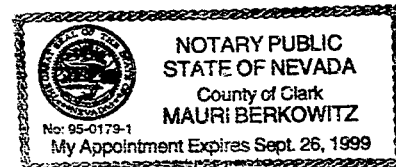
Name: Thomas C. Cook, Esq.  
Address: 3110 S. Valley View, Suite 201  
Las Vegas, Nevada 89102

Signature: Thomas C. Cook

State of Nevada )

County of Clark )

This instrument was acknowledged before me on February 3, 1998, by Thomas C. Cook, Esq.



Mauri Berkowitz  
Notary Public Signature

Certificate of Acceptance of Appointment as Resident Agent: I, TED D. CAMPBELL II, as a principal of Nevada Internet Corporation Enterprises ("NICE"), hereby accept appointment of NICE as the resident agent for the above referenced company.

Signature: Ted D. Campbell II  
Ted D. Campbell II

RECEIVED  
FEB 03 1998

FILED  
IN THE OFFICE OF THE  
SECRETARY OF STATE OF THE  
STATE OF NEVADA

C 2090-98  
FEB 05 1998

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION  
(Before Payment of Capital or Issuance of Stock)

I, Thomas C. Cook, Esq. (Sole Original Incorporator), certify that:

DEAN HELLER SECRETARY OF STATE

*Dean Heller*  
No. \_\_\_\_\_

1. They constitute at least two-thirds of the original incorporators of Everlert, Inc. (C2090-98), a Nevada corporation.

2. The original Articles were filed in the Office of the Secretary of State on February 3, 1998.

3. As of the date of this certificate, no stock of the corporation has been issued.

4. They hereby adopt the following amendments to the articles of incorporation of this corporation:

ARTICLE 4 is amended to read as follows:

The aggregate number of shares which the corporation shall have authority to issue shall consist of 50,000,000 shares of Common Stock having a \$.001 par value, and 5,000,000 shares of Preferred Stock having a \$.001 par value. The Common and/or Preferred Stock of the Company may be issued from time to time without prior approval by the stockholders. The Common and/or Preferred Stock may be issued for such consideration as may be fixed from time to time by the Board of Directors. The Board of Directors may issue such shares of Common and/or Preferred Stock in one or more series, with such voting powers, designations, preferences and rights or qualifications, limitations or restrictions thereof as shall be stated in the resolution or resolutions.

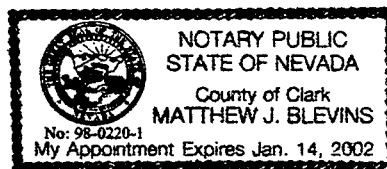
*Thomas C. Cook*

Thomas C. Cook, Esq.

This instrument was acknowledged before me on  
this 5th day of February, 1998, by Thomas C.  
Cook, Esq.

*Matthew J. Blevins*

(Notary Public Signature)



(AFFIX NOTARY STAMP OR SEAL)

FILED #C2090-98



DEAN HELLER  
Secretary of State

202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 884 5708



Office Use Only

DEC 23 2002

IN THE OFFICE OF  
Dean Heller  
DEAN HELLER, SECRETARY OF STATE

*Important: Read attached instructions before completing form.*

**Certificate of Amendment to Articles of Incorporation**  
**For Nevada Profit Corporations**  
(Pursuant to NRS 78.385 and 78.390 - *After Issuance of Certificate*)  
**- Remit in Duplicate -**

1. Name of corporation: Everlist, Inc.
2. The articles have been amended as follows (provide article numbers, if available):  
Article 4: The aggregate number of shares which the corporation shall have authority to issue shall consist of 800,000,000  
shares of Common Stock having a \$.001 par value. The Common Stock of the Company may be issued from time to time  
without prior approval by the stockholders. The Common Stock may be issued for such consideration as may be fixed from time  
to time by the Board of Directors. The Board of Directors may issue such share of Common and/or Preferred Stock in one  
or more series, with such voting powers, designations, preferences and rights or qualifications, limitations or restrictions  
thereof as shall be stated in the resolution or resolutions.
3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation have voted in favor of the amendment is: 16,416,691

4. Officer Signature (Required):

James H. Alexander, President

\*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless of limitations or restrictions on the voting power thereof.

**IMPORTANT:** Failure to include any of the above information and remit the proper fees may cause this filing to be rejected.





DEAN HELLER  
Secretary of State  
204 North Carson Street, Suite 1  
Carson City, Nevada 89701-4299  
(775) 684 5708  
Website: secretaryofstate.biz

## Certificate of Amendment

(PURSUANT TO NRS 78.385 and 78.390)

Filed in the office of <i>Dean Heller</i>	Document Number <b>20060836717-10</b>
Dean Heller Secretary of State State of Nevada	Filing Date and Time <b>12/29/2006 11:11 AM</b>
	Entity Number <b>C2090-1998</b>

ABOVE SPACE IS FOR OFFICE USE ONLY

### Certificate of Amendment to Articles of Incorporation For Nevada Profit Corporations

(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

**1. Name of corporation:**

EVERLERT, INC.

**2. The articles have been amended as follows (provide article numbers, if available):**

**Article 4. Authorized Shares**

The aggregate number of shares which the corporation shall have authority to issue shall consist of 800,000,000 shares of Common Stock having a \$.001 par value. The common stock of the Company may be issued from time to time without prior approval of the stockholders. The common stock may be issued for such consideration as may be fixed from time to time by the Board of Directors. The Board of Directors may issue such shares of common and/or preferred stock in one or more series, with such voting powers, designations, preferences and rights or qualifications, limitations or restrictions thereof as shall be stated in the resolution or resolutions.

The Preferred Stock of the corporation shall consist of:  
5,000,000 shares of Series "A" preferred stock at \$.0001 par value.  
1,000,000 shares of Series "B" preferred stock at \$.0001 par value

**3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the \* articles of incorporation have voted in favor of the amendment is:** 193,732,560

**4. Effective date of filing (optional):**

(must not be later than 90 days after the certificate is filed)

**5. Officer Signature (required):**

*Oliver Goff*

\*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless of limitations or restrictions on the voting power thereof.

**IMPORTANT:** Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State AM 78.385 Amend 2005  
Revised on: 08/29/05



**ROSS MILLER**  
**Secretary of State**  
 204 North Carson Street, Ste 1  
 Carson City, Nevada 89701-4299  
 (775) 684 6708  
 Website: [secretaryofstate.blz](http://secretaryofstate.blz)

## Certificate of Amendment

(PURSUANT TO NRS 78.385 AND 78.390)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20070751737-79</b>
	Filing Date and Time <b>11/02/2007 11:00 AM</b>
	Entity Number <b>C2090-1998</b>

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ABOVE SPACE IS FOR OFFICE USE ONLY

### Certificate of Amendment to Articles of Incorporation For Nevada Profit Corporations (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

**1. Name of corporation:**

EVERLERT, INC.

**2. The articles have been amended as follows (provide article numbers, if available):**

Fourth: The total number of shares of all classes of capital stock which the Corporation shall have the authority to issue is Eight Hundred Million (806,000,000) shares, comprised of Eight Hundred Million (800,000,000) shares of Common Stock, par value \$0.001 per share, and Six Million (6,000,000) shares of Preferred Stock, par value \$0.001 per share. Effective as of 5:00 p.m. Eastern time, on the date this Certificate of Amendment is filed with the Secretary of State of the State of Nevada, each one five thousand (5,000) shares of the Corporation's Common Stock, par value \$0.001 per share, issued and outstanding shall, automatically and without any action on the part of the respective holders thereof, be combined, converted, and changed into one (1) share of Common Stock, par value \$0.001 per share, of the Corporation, provided, however, that the Corporation shall issue no fractional shares of Common Stock, and fractional shares resulting from the reverse split will be rounded up to the nearest whole share.

The Board of Directors may issue such shares of common and/or preferred stock in one or more series, with such voting powers, designations, preferences and rights or qualifications, limitations, or restrictions thereof as shall be stated in the resolution or resolutions.

**3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the\* articles of incorporation have voted in favor of the amendment is:** 362,472,096

**4. Effective date of filing (optional):**

(must not be later than 90 days after the certificate is filed)

**5. Officer Signature (Required):**

X

\*If any proposed amendment would alter or change any preference or any relative of other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless of limitations or restrictions on the voting power thereof.

**IMPORTANT:** Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

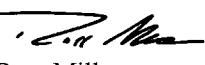
This form must be accompanied by appropriate fees.

Nevada Secretary of State AM 78.385 Amend 2007  
 Revised on: 01/01/07



**ROSS MILLER**  
Secretary of State  
204 North Carson Street, Ste 1  
Carson City, Nevada 89701-4299  
(775) 684 5708  
Website: [www.nvsos.gov](http://www.nvsos.gov)

**Certificate of Amendment**  
(PURSUANT TO NRS 78.385 AND 78.390)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20080595179-16</b> Filing Date and Time <b>09/05/2008 2:10 PM</b> Entity Number <b>C2090-1998</b>
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**Certificate of Amendment to Articles of Incorporation**  
**For Nevada Profit Corporations**  
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

**1. Name of corporation:**

Everlert, Inc.

**2. The articles have been amended as follows: (provide article numbers, if available)**

Article 1: Name of Company: Haynesville Natural Gas and Energy, Inc.

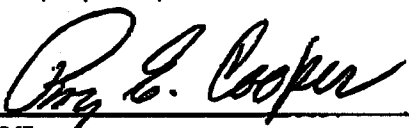
**3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation\* have voted in favor of the amendment is:** 19,000,000

**4. Effective date of filing: (optional)**

(must not be later than 90 days after the certificate is filed)

**5. Signature: (required)**

**X**



Signature of Officer

\*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

**IMPORTANT:** Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Amend Profit-Arter  
Revised: 7-1-08



ROSS MILLER  
Secretary of State  
204 North Carson Street, Suite 1  
Carson City, Nevada 89701-4520  
(775) 684-5708  
Website: www.nvsos.gov



\*090201\*

**Certificate of Amendment**  
(PURSUANT TO NRS 78.385 AND 78.390)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20120769559-96</b>
	Filing Date and Time <b>11/14/2012 8:00 AM</b>
	Entity Number <b>C2090-1998</b>

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**Certificate of Amendment to Articles of Incorporation**  
**For Nevada Profit Corporations**  
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Haynesville Natural Gas and Energy, Inc.

2. The articles have been amended as follows: (provide article numbers, if available)

The name of the corporation shall hereafter be changed from Haynesville Natural Gas and Energy, Inc. to Everlert, Inc. effective November 13, 2012 pursuant to the majority vote of the shareholders.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation\* have voted in favor of the amendment is:

100% - Majority

4. Effective date and time of filing: (optional)

Date: 11/13/12

Time: 11:00 AM (PST)

(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

Signature of Officer

\*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

**IMPORTANT:** Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Amend Profit-After  
Revised: 8-31-11

By-Laws  
OF  
Everlert, Inc.  
A NEVADA CORPORATION

Article I  
CORPORATE OFFICES

The principal office of the corporation in the State of Nevada shall be located at 895 Cove Street, Suite 300, Newport Beach, CA 92660. The corporation may have such other offices, either within or without the State of incorporation as the board of directors may designate or as the business of the corporation may from time to time require.

Article II  
SHAREHOLDERS' MEETINGS

Section 1. Place of Meetings

The directors may designate any place, either within or without the State unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the directors. A waiver of notice signed by all stockholders entitled to vote at a meeting may designate any place, either within or without the State unless otherwise prescribed by statute, as the place for holding such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation.

Section 2. Annual Meetings

The time and date for the annual meeting of the shareholders shall be set by the Board of Directors of the Corporation, at which time the shareholders shall elect a Board of Directors and transact any other proper business. Unless the Board of Directors shall determine otherwise, the annual meeting of the shareholders shall be held on the second Monday of March in each year, if not a holiday, at Ten o'clock A.M., at which time the shareholders shall elect a Board of Directors and transact any other proper business. If this date falls on a holiday, then the meeting shall be held on the following business day at the same hour.

Section 3. Special Meetings

Special meetings of the shareholders may be called by the President, the Board of Directors, by the holders of at least ten percent of all the shares entitled to vote at the proposed special meeting, or such other person or persons as may be authorized in the Articles of Incorporation.

Section 4. Notices of Meetings

Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the

meeting is called, shall be delivered not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either personally or by mail, by the direction of the president, or secretary, or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the stockholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid. Closing of Transfer Books or Fixing Record Date.

(a) For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or stockholders entitled to receive payment of any dividend, or in order to make a determination of stockholders for any other proper purpose, the directors of the corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case twenty (20) days. If the stock transfer books be closed for the purpose of determining stockholders entitled to notice or to vote at a meeting of stockholders, such books shall be closed for at least twenty (20) days immediately preceding such meeting.

(b) In lieu of closing the stock transfer books, the directors may prescribe a day not more than sixty (60) days before the holding of any such meeting as the day as of which stockholders entitled to notice of the and to vote at such meeting must be determined. Only stockholders of record on that day are entitled to notice or to vote at such meeting

(c) The directors may adopt a resolution prescribing a date upon which the stockholders of record are entitled to give written consent to actions in lieu of meeting. The date prescribed by the directors may not precede nor be more than ten (10) days after the date the resolution is adopted by directors.

#### Section 5. Voting List.

The officer or agent having charge of the stock transfer books for the shares of the corporation shall make, at least ten (10) days before each meeting of stockholders, a complete list of stockholders entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of and number of shares held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the corporation and shall be subject to inspection by any stockholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any stockholder during the whole time of the meeting. The original stock transfer book shall be prima facie evidence as to who are the stockholders entitled to examine such list or transfer books or to vote at the meeting of stockholders.

#### Section 6. Quorum.

At any meeting of stockholders, a majority of fifty percent plus one vote, of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders. If less than said number of the outstanding shares are represented at a meeting, a majority of the outstanding shares so represented may adjourn the meeting from

time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally notified. The stockholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

#### Section 7. Proxies.

At all meetings of the stockholders, a stockholder may vote by proxy executed in writing by the stockholder or by his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting. Such proxies may be deposited by electronic transmission.

#### Section 8. Voting.

Each stockholder entitled to vote in accordance with the terms and provisions of the certificate of incorporation and these by-laws shall be entitled to one vote, in person or by proxy, for each share of stock entitled to vote held by such shareholder. Upon the demand of any stockholder, the vote for directors and upon any question before the meeting shall be by ballot. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote except as otherwise provided by the Certificate of Incorporation or the laws of Nevada.

#### Section 9. Order of Business.

The order of business at all meetings of the stockholders, shall be as follows:

- a. Roll Call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of Officers.
- e. Reports of Committees.
- f. Election of Directors.
- g. Unfinished Business.
- h. New Business.

#### Section 10. Informal Action by Stockholders.

Unless otherwise provided by law, any action required to be taken, or any other action which may be taken, at a meeting of the stockholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the stockholders entitled to vote with respect to the subject matter thereof. Unless otherwise provided by law, any action required to be taken, or any other action which may be taken, at a meeting of the stockholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a Majority of all of the stockholders entitled to vote with respect to the subject matter thereof at any regular meeting called on notice, and if written notice to all shareholders is promptly given of all action so taken.

## Section 11. Books and Records.

The Books, Accounts, and Records of the corporation, except as may be otherwise required by the laws of the State of Nevada, may be kept outside of the State of Nevada, at such place or places as the Board of Directors may from time to time appoint. The Board of Directors shall determine whether and to what extent the accounts and the books of the corporation, or any of them, other than the stock ledgers, shall be open to the inspection of the stockholders, and no stockholder shall have any right to inspect any account or book or document of this Corporation, except as conferred by law or by resolution of the stockholders or directors. In the event such right of inspection is granted to the Stockholder(s) all fees associated with such inspection shall be the sole expense of the Stockholder(s) demanding the inspection. No book, account, or record of the Corporation may be inspected without the legal counsel and the accountants of the Corporation being present. The fees charged by legal counsel and accountants to attend such inspections shall be paid for by the Stockholder demanding the inspection.

## Article III BOARD OF DIRECTORS

### Section 1. General Powers.

The business and affairs of the corporation shall be managed by its board of directors. The directors shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation, as they may deem proper, not inconsistent with these by-laws and the laws of this State.

### Section 2. Number, Tenure, and Qualifications.

The number of directors of the corporation shall be a minimum of one (1) and a maximum of nine (7), or such other number as may be provided in the Articles of Incorporation, or amendment thereof. Each director shall hold office until the next annual meeting of stockholders and until his successor shall have been elected and qualified.

### Section 3. Regular Meetings.

A regular meeting of the directors, shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of stockholders. The directors may provide, by resolution, the time and place for holding of additional regular meetings without other notice than such resolution.

### Section 4. Special Meetings.

Special meetings of the directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the directors may fix the place for holding any special meeting of the directors called by them.



#### Section 5. Notice.

Notice of any special meeting shall be given at least one day previously thereto by written notice delivered personally, or by telegram or mailed to each director at his business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

#### Section 6. Quorum.

At any meeting of the directors fifty (50) percent shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

#### Section 7. Manner of Acting.

The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the directors.

#### Section 8. Newly Created Directorships and Vacancies.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the board for any reason except the removal of directors without cause may be filled by a vote of the majority of the directors then in office, although less than a quorum exists. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the stockholders. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

#### Section 9. Removal of Directors.

Any or all of the directors may be removed for cause by vote of the stockholders or by action of the board. Directors may be removed without cause only by vote of the stockholders.

#### Section 10. Resignation.

A director may resign at any time by giving written notice to the board, the president or the secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

#### Section 11. Compensation.

No compensation shall be paid to directors, as such, for their services, but by resolution of the board a fixed sum and expenses for actual attendance at

each regular or special meeting of the board may be authorized. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

#### Section 12. Executive and Other Committees.

The board, by resolution, may designate from among its members an executive committee and other committees, each consisting of one (1) or more directors. Each such committee shall serve at the pleasure of the board.

### Article IV OFFICERS

#### Section 1. Number.

The officers of the corporation shall be the president, a secretary and a treasurer, each of whom shall be elected by the directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the directors.

#### Section 2. Election and Term of Office.

The officers of the corporation to be elected by the directors shall be elected annually at the first meeting of the directors held after each annual meeting of the stockholders. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. In the event that no election of officers be held by the directors at that time, the existing officers shall be deemed to have been confirmed in office by the directors.

#### Section 3. Removal.

Any officer or agent elected or appointed by the directors may be removed by the directors whenever in their judgement the best interest of the corporation would be served thereby, but such removal shall be without prejudice to contract rights, if any, of the person so removed.

#### Section 4. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the directors for the unexpired portion of the term.

#### Section 5. President.

The president shall be the principal executive officer of the corporation and, subject to the control of the directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the stockholders and of the directors. He may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the directors, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which

the directors have authorized to be executed, except in cases where the directors or by these by-laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the directors from time to time.

#### Section 6. Chairman of the Board.

In the absence of the president or in the event of his death, inability or refusal to act, the chairman of the board of directors shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The chairman of the board of directors shall perform such other duties as from time to time may be assigned to him by the directors.

#### Section 7. Secretary.

The secretary shall keep the minutes of the stockholders' and of the directors' meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these by-laws or as required, be custodian of the corporate records and of the seal of the corporation and keep a register of the post office address of each stockholder which shall be furnished to the secretary by such stockholder, have general charge of the stock transfer books of the corporation and in general perform all the duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the directors.

#### Section 8. Treasurer.

If required by the directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with these by-laws and in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the directors.

#### Section 9. Salaries.

The salaries of the officers shall be fixed from time to time by the directors and no officer shall be prevented from receiving such salary by reason of fact that he is also a director of the corporation.

### Article V CONTRACTS, LOANS, CHECKS AND DEPOSITS

#### Section 1. Contracts.

The directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and

on behalf of the corporation, and such authority may be general or confined to specific instances.

## Section 2. Loans.

No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the directors. Such authority may be general or confined to specific instances.

## Section 3. Checks, Drafts, etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the directors.

## Section 4. Deposits.

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the directors may select.

## Article VI FISCAL YEAR

The fiscal year of the corporation shall begin on the 1st day of January in each year, or on such other day as the Board of Directors shall fix.

## Article VII DIVIDENDS

The directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law.

## Article VIII SEAL

The directors may provide a corporate seal which shall have inscribed thereon the name of the corporation, the state of incorporation, year of incorporation and the words, "Corporate Seal".

## Article IX WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any stockholder or director of the corporation under the provisions of these by-laws or under the provisions of the articles of incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

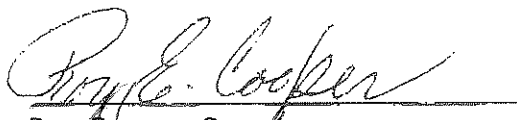
Article X  
AMENDMENTS

These by-laws may be altered, amended or repealed and new by-laws may be adopted in the same manner as their adoption, by the Board of Directors if so adopted; by a vote of the stockholders representing a majority of all the shares issued and outstanding, if so adopted or adopted by the Board of Directors; or, in any case, at any annual stockholders' meeting or at any special stockholders' meeting when the proposed amendment has been set out in the notice of such meeting.

CERTIFICATION

The Secretary of the Corporation hereby certifies that the foregoing is a true and correct copy of the By-Laws of the Corporation named in the title thereto and that such By-Laws were duly adopted by the Board of Directors of said Corporation on the date set forth below.

Executed, and Corporate Seal affixed, this day of 20<sup>th</sup> day of March, 2007.

-----  
  
Roy Cooper, Secretary

**EVERLERT INC.**

**EVERLERT, INC.**  
(A Nevada Corporation)

**Annual Report**

**EXHIBITS**

## SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT (this "Agreement") is entered into as of November 12, 2012, by and between David Hymers, an individual residing in the United Kingdom ("HYMERS") and Totalpost Services Inc., a corporation organized in Delaware, on the one hand, and Everlert, Inc., a Nevada corporation ("Everlert") on the other hand. All of the aforementioned parties are identified on the signature page hereof.

### RECITALS

WHEREAS, the President of Everlert is authorized to issue shares of Everlert to Hymers; from the treasury.

WHEREAS, Totalpost desires to be acquired by Everlert, and Everlert desires to issue to HYMERS, six hundred and fifty million (650,000,000) of the Everlert Shares in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and respective mutual agreements, covenants, representations and warranties contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

### AGREEMENTS

1. Purchase and Sale. At the Closing, subject to the terms and conditions contained in this Agreement, and on the basis of the representations, warranties and agreements herein contained, Everlert shall transfer to HYMERS, and HYMERS shall purchase from Everlert's Shareholders, the Everlert shares.

2. Purchase Price. As consideration for the purchase price of the Everlert Shares, HYMERS shall issue to the Everlert all of the outstanding shares of Totalpost, as well as a total of twenty thousand (\$20,000) dollars to cover certain transaction costs pertaining to Everlert (the "Transaction Costs").

3. Closing. The closing of the sale and purchase of the Everlert Shares (the "Closing") shall take place on November 16, 2012 in Monrovia, California or at such other date, time and place as may be agreed upon in writing by the parties hereto, but not later than February 1, 2013 (the "Termination Date"). The date of the Closing is sometimes herein referred to as the "Closing Date."

3.1 Subsequent to closing, the directors shall instruct the transfer agent to issue the shares pursuant to the terms set forth in this agreement.

3.2 Everlert's Board of Directors will include Lee Davidson and Robert Hymers upon the closing;

4. Representations and Warranties of Everlert. To induce HYMERS to enter into this Agreement and to consummate the transactions contemplated hereby, Everlert represents and warrants as of the date hereof and as of the Closing, as follows:

4.1. Corporate Status. Everlert is a corporation duly organized, validly existing and in good standing under the Laws of the State of Nevada and is qualified to do business in any jurisdiction where it is required to be so qualified. The articles and bylaws of Everlert that have been delivered to HYMERS as of the date hereof are current, correct and complete.

4.2. Authorization. Everlert has the requisite power and authority to execute and deliver this Agreement and to perform the transactions hereunder. This Agreement, and all of the exhibits attached hereto, constitutes the legal, valid and binding obligation of Everlert.

The Shareholders of Totalpost have the requisite power and authority to execute and deliver this Agreement and to perform the transactions hereunder. This Agreement, and all of the exhibits attached hereto, constitutes the legal, valid and binding obligation of Everlert.

4.3. Capitalization – Common Stock: The authorized capital stock of Everlert consists of eight hundred million (800,000,000) shares of common stock, with a \$0.001 par value per a share, of which twenty six million, one hundred forty six thousand, three hundred and eighty nine (26,146,389) of common shares are issued and outstanding as of the date of this agreement.

4.4. Capitalization – Preferred Stock: The authorized capital stock of Everlert consists of 5 million (5,000,000) shares of class “A” **and class “B” preferred stock, with a \$0.0001 par value per** a share for each class and Class “C” preferred stock, with a \$0.001 par value.

4.5. All pre-existing resolution agreements to issue shares and share conversions agreed on by Everlert's Board of Directors prior to the date of the closing shall be honored by Hymers.

4.6. Books and Records. Everlert keeps its books, records and accounts (including, without limitation, those kept for financial reporting purposes and for tax purposes) in accordance with good business practice and in sufficient detail to reflect the transactions and dispositions of their assets, liabilities and equities. The minute books of Everlert contain records of their President's and directors' meetings and of action taken by such President's and directors. The meetings of directors and President referred to in such minute books were duly



called and held, and the resolutions appearing in such minute books were duly adopted. The signatures appearing on all documents contained in such minute books are the true signatures of the persons purporting to have signed the same.

4.7. Legal Proceedings and Compliance with Law. There is no litigation that is pending or, to Everlert's or Totalpost's knowledge, threatened against Everlert's or Totalpost's. To Everlert's or Totalpost's knowledge, there has been no default under any laws applicable to Everlert or Totalpost, Everlert and Totalpost have not received any notices from any governmental entity regarding any alleged defaults under any laws, and there has been no default with respect to any court order applicable to Everlert or Totalpost.

4.8. Corporate Status. TP is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and is qualified to do business in any jurisdiction where it is required to be so qualified. The articles and bylaws of TP that have been delivered to Everlert as of the date hereof are current, correct and complete.

4.10. Authorization. TP and Hymers has the requisite power and authority to execute and deliver this Agreement and to perform the transactions hereunder. This Agreement, and all of the exhibits attached hereto, constitutes the legal, valid and binding obligation of TP and HYMERS.

4.11. Books and Records. TP keeps its books, records and accounts (including, without limitation, those kept for financial reporting purposes and for tax purposes) in accordance with good business practice and in sufficient detail to reflect the transactions and dispositions of their assets, liabilities and equities. The minute books of TP contain records of the President' and directors' meetings and of action taken by such President and directors. The meetings of directors and President referred to in such minute books were duly called and held, and the resolutions appearing in such minute books were duly adopted. The signatures appearing on all documents contained in such minute books are the true signatures of the persons purporting to have signed the same.

4.12. Legal Proceedings and Compliance with Law. There is no litigation that is pending or, to TP's knowledge, threatened against TP. To TP's knowledge, there has been no default under any laws applicable to TP, TP has not received any notices from any governmental entity regarding any alleged defaults under any laws, and there has been no default with respect to any court order applicable to TP.

4.13. Accuracy of Information. To TP's knowledge, no representation or warranty by TP made herein contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein not misleading in light of the circumstance under which such statements were made.

5. Mutual Covenants. Without limiting any covenant, agreement, representation or warranty made, each of the parties covenants and agrees as follows:

5.1. Fulfillment of Closing Conditions. At and prior to the Closing, each party shall use commercially reasonable efforts to fulfill, and to cause each other to fulfill, the conditions specified in this Agreement to the extent that the fulfillment of such conditions is within its or his control.

5.2. Disclosure of Certain Matters. Everlert on the one hand, and HYMERS, on the other hand, shall give HYMERS and Everlert, respectively, prompt notice of any event or development that occurs that (a) had it existed or been known on the date hereof would have been required to be disclosed by such party under this Agreement, (b) would cause any of the representations and warranties of such party contained herein to be inaccurate or otherwise misleading, except as contemplated by the terms hereof, or (c) gives any such party any reason to believe that any of the conditions set forth in this Agreement will not be satisfied prior to the Termination Date.

5.3. Confidentiality. If the transactions contemplated hereby are not consummated, each party shall treat all information obtained in its investigation of the other party or any affiliate thereof, and not otherwise known to them or already in the public domain, as confidential and shall not use or otherwise disclose such information to any third party and shall return to such other party or affiliate all copies made by it or its representatives of confidential information provided by such other party or affiliate.

6. Conditions Precedent. This Agreement, and the transactions contemplated hereby, shall be subject to the following conditions precedent:

6.1. The obligations of Everlert and the Shareholders to deliver the Everlert Common Restricted Shares and to satisfy their other obligations hereunder shall be subject to the fulfillment (or waiver by Everlert and the President), at or prior to the Closing, of the following conditions, which HYMERS agrees to use its best efforts to cause to be fulfilled:

A. Representations and Warranties. The representations and warranties of HYMERS contained in this Agreement shall be true and correct on the date hereof and (except to the extent such representations and warranties speak as of an earlier date) shall also be true and correct on and as of the Closing Date with the same force and effect as if made on and as of the Closing Date.

B. Agreements, Conditions and Covenants. HYMERS shall have performed or complied with all agreements, conditions and covenants required by this Agreement to be performed or complied with by it on or before the Closing Date.

C. Legality. No Law or Court Order shall have been enacted, entered, promulgated or enforced by any court or governmental authority that is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise prohibiting the consummation of such purchase and sale.

D. The obligations of HYMERS to pay the Purchase Price and to satisfy their other obligations hereunder shall be subject to the fulfillment (or waiver by HYMERS), at or prior to the Closing, of the following conditions, which Everlert agrees to use its best efforts to cause to be fulfilled:

E. Representations and Warranties. The representations and warranties of Everlert contained in this Agreement shall be true and correct on the date hereof and (except to the extent such representations and warranties speak as of an earlier date) shall also be true and correct on and as of the Closing Date with the same force and effect as if made on and as of the Closing Date.

F. Agreements, Conditions and Covenants. Everlert shall have performed or complied in all material respects with all agreements, conditions and covenants required by this Agreement to be performed or complied with by them on or before the Closing Date.

G. Legality. No Law or Court Order shall have been enacted, entered, promulgated or enforced by any court or governmental authority that is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise prohibiting the consummation of such purchase and sale.

## 7. Termination.

7.1. Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be terminated and the transactions contemplated hereby may be abandoned prior to the Closing Date only by the mutual consent of all of the Parties. Following the Closing Date, in the event the Closing does occur within ten (10) days of the Closing Date, this Agreement may be terminated by either Party upon delivery of written notice to the other Party.

7.2. If this Agreement is terminated pursuant to Section 10.1, the agreements contained in Section 8 shall survive the termination hereof and any party may pursue any legal or equitable remedies that may be available if such termination is based on a breach of another party.

## 8 General.

8.1 Expenses. Except as otherwise specifically provided for herein, whether or not the transactions contemplated hereby are consummated, each of the parties hereto shall bear the cost of all fees and expenses relating to or arising from its compliance with the various provisions of this Agreement and such party's covenants to be performed hereunder, and except as otherwise specifically provided for herein, each of the Parties hereto agrees to pay all of its own expenses (including, without limitation, attorneys and accountants' fees and printing expenses) incurred in connection with this Agreement, the transactions contemplated hereby, the negotiations leading to the same and the preparations made for carrying the same into effect, and all such fees and expenses of the Parties hereto shall be paid prior to Closing.

8.2 Notices. Any notice, request, instruction or other document required by the terms of this Agreement, or deemed by any of the Parties hereto to be desirable; to be given to any other Party hereto shall be in writing and shall be delivered by facsimile or overnight courier to the following addresses:

To Everlert:

Everlert, Inc.  
825 S. Primrose Ave. Suite A  
Monrovia, CA 91016

To HYMERS:

David Hymers  
825 S. Primrose Ave. Suite A  
Monrovia, CA 91016

The persons and addresses set forth above may be changed from time to time by a notice sent as aforesaid. Notice shall be conclusively deemed given at the time of delivery if made during normal business hours, otherwise notice shall be deemed given on the next business day.

8.3 Entire Agreement. This Agreement, together with the schedules and exhibits hereto, sets forth the entire agreement and understanding of the Parties hereto with respect to the transactions contemplated hereby, and supersedes all prior agreements, arrangements and understandings related to the subject matter hereof. No understanding, promise, inducement, statement of intention, representation, warranty, covenant or condition, written or oral, express or implied, whether by statute or otherwise, has been made by any Party hereto which is not embodied in this Agreement, or exhibits hereto or the written statements, certificates, or other documents delivered pursuant hereto or in connection with the transactions contemplated hereby, and no Party hereto shall be bound by or liable for any alleged understanding, promise, inducement, statement, representation, warranty, covenant or condition not so set forth.

8.4 Survival of Representations. All statements of fact (including financial statements) contained in the schedules, the exhibits, the certificates or any other instrument delivered by or on behalf of the Parties hereto, or in connection with the transactions contemplated hereby, shall be deemed representations and warranties by the respective Party hereunder. All representations, warranties, agreements, and covenants hereunder shall survive the Closing and remain effective regardless of any investigation or audit at any time made by or on behalf of the Parties or of any information a Party may have in respect thereto. Consummation of the transactions contemplated hereby shall not be deemed or construed to be a waiver of any right or remedy possessed by any Party hereto, notwithstanding that such Party knew or should have known at the time of closing that such right or remedy existed.

8.5 Incorporated by Reference. All documents (including, without limitation, all financial statements) delivered as part hereof or incident hereto are incorporated as a part of this Agreement by reference.

8.6 Remedies Cumulative. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

8.7 Execution of Additional Documents. Each Party hereto shall make, execute, acknowledge and deliver such other instruments and documents, and take all such other actions as may be reasonably required in order to effectuate the purposes of this Agreement and to consummate the transactions contemplated hereby.

8.8 Finders' and Related Fees. Each of the Parties hereto is responsible for, and shall indemnify the other against, any claim by any third party to a fee, commission, bonus or other remuneration arising by reason of any services alleged to have been rendered to or at the instance of said Party to this Agreement with respect to this Agreement or to any of the transactions contemplated hereby.

8.9 Governing Law. This Agreement has been negotiated and executed in the State of California and shall be construed and enforced in accordance with the laws of such state.

8.10 Forum. Each of the Parties hereto agrees that any action or suit which may be brought by any Party hereto against any other Party hereto in connection with this Agreement or the transactions contemplated hereby may be brought only in a federal or state court in Orange County, California.

8.11 Attorneys' Fees. Except as otherwise provided herein, if a dispute should arise between the Parties including, but not limited to arbitration, the prevailing Party shall be reimbursed by the non-prevailing Party for all reasonable expenses incurred in resolving such dispute, including reasonable attorneys' fees exclusive of such amount of attorneys' fees as shall be a premium for result or for risk of loss under a contingency fee arrangement.

8.12 Binding Effect and Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, legal representatives and assigns.

8.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Remainder of page intentionally left blank]

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

“Everlert” and “President”

“Totalpost Services Inc.”

Everlert, Inc.,  
a Nevada corporation

Totalpost Services, Inc.  
a Delaware corporation



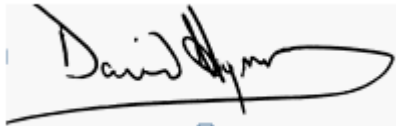
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By: Robert Hymers  
Its: President

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By: Robert Hymers  
Its: Secretary

“HYMERS”



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By: David Hymers  
Totalpost Services, Inc., Sole  
Shareholder Prior to Share Exchange

# EVERLERT INC.

November 14, 2012

**Robert Hymers**

825 S. Primrose Ave, Suite A  
Monrovia, CA 91016

Re: Offer of Employment

Dear Mr. Hymers:

On behalf of Everlert Inc. and its subsidiaries, Totalpost, Inc. and Orpheus Capital, LLC (collectively hereinafter referenced as the “Company”), I am pleased to offer you full-time employment in the position of President and Director commencing on a date mutually acceptable to all parties, subject to the following terms and conditions.

**JOB Descriptions and Basic Responsibilities:**

Summary:

- Preparing and reviewing all work papers, disclosures, and filings pertaining to the OTC Markets requirements for maintaining current and good standing status on the OTC (Pinksheets) exchange.
- Working with legal counsel to draft all board resolutions and corporate actions.
- Work with transfer agent to properly track all stock issuances.
- Managing and Overseeing all Day to day operations
- Preparing monthly, quarterly and monthly pro-forma financial statements
- Preparing monthly, quarterly and annual budgets
- Preparing monthly, quarterly and annual forecasting
- Updating and tracking all Accounts Payables
- Updating and tracking the collection of all Accounts Receivables
- Preparation of all tax filings.

**Exempt Status**

As an employee and executive of the Company your regular duties will require that you work independently to complete the majority of your assigned projects and duties with no supervision. Resource will be expected to manage time appropriately to meet required deadlines within a reasonable amount of hours and communicate with other management and the Board of Directors, as needed, any challenges that may be incurred with this process.

**Compensation**

As a full time resource in the position of President and Director, you will receive on a bi-weekly basis the total amount of \$5,000 in gross salary, annualized at \$120,000 (One hundred and Twenty-Thousand Dollars) (“Base Salary”) commencing on November 14, 2012, or another date mutually agreed upon.



# EVERLERT INC.

## **Benefits**

Benefits become available after 90 days of full-time employment. You shall be eligible to participate in all of the employee benefit plans that the Company generally makes available to its full-time regular employees, subject to the terms and conditions of such benefits, including group health plans, life insurance, and paid time off. Detailed information about the benefits presently available will be provided to you on your first day of employment.

## **“At Will” Employment**

Employment with the Company is “at-will”. This means that it is not for any specified period of time and can be terminated by you or by the Company at any time, with or without advance notice, and for any or no particular reason or cause. It also means that your job duties, title, responsibilities, reporting level, compensation and benefits, as well as the Company’s personnel policies and procedures, may be changed with or without notice at any time in the sole discretion of the Company. This “at-will” nature of your employment shall remain unchanged during your tenure as an employee, and may only be changed by an express written agreement that is signed by you and by the Company’s Chief Executive Officer and/or Board of Directors, as may be the case.

## **Full-time Services to the Company**

The Company requires that, as a full-time employee, you devote the necessary time and attention needed to fulfill your allocated duties in an effective and efficient manner whether on-site at company headquarters, at customer premises and/or approved workplaces. The Company is aware that you have certain tax clients that you will continue to provide services to that do not conflict in any way with the services that you will provide to the Company. If you wish to request consent to provide services (for any or no form of compensation) to any other person or business entity while employed by the Company, please discuss with the Board of Directors.

## **CONFIDENTIALITY; RESTRICTIVE COVENANTS; NON-COMPETITION**

(a) **Non-Disclosure of Information.** The Employee recognizes and acknowledges that by virtue of his position as a key employee, he will have access to the lists of the Company's referral sources, suppliers, advertisers, customers, financial records, business procedures, sales force and personnel, programs, software, selling practices, plans, special methods and processes for electronic data processing, special techniques for testing commercial and sales materials and products, custom research services in product development, marketing strategy, product manufacturing techniques and formulas, and other unique business information and records (collectively "Proprietary Information"), as same may exist from time to time, and that they are valuable, special, and unique assets of the Company's business. The Employee also may develop on behalf of the Company a personal acquaintance with the present and potential future clients and customers of the Company, and the Employee’s acquaintance may constitute the Company’s sole contact with such clients and customers. The Employee will not during the Term of his employment, or at any time following the end of the Term of or earlier termination of this Agreement regardless of the reason thereof, disclose trade secrets or other confidential information about the Company, including but not limited to Proprietary Information, to any person, firm, corporation, association, or other entity for any reason or any purpose whatsoever or utilize such trade secrets or other confidential information about the Company, including but not limited to Proprietary Information, for his own benefit or the benefit of any third party. All equipment, records, files, memoranda, computer print-outs and data, reports, correspondence and the like, relating to the business of the Company which the Employee shall use or prepare or come into contact with shall remain the sole property of the Company. The Employee shall immediately turn over to the Company all such material and all Proprietary Information in the

# EVERLERT INC.

Employee's possession, custody, or control at such time as this Agreement is terminated. Proprietary Information shall not include information that was a matter of public knowledge on the date of this Agreement or subsequently becomes public knowledge other than as a result of having been revealed, disclosed or disseminated by the Employee, directly or indirectly, in violation of this Agreement.

(b) Non Solicitation. The Employee covenants and agrees that during the Term of his employment, and for a two (2) year period immediately following the end of the Term of or earlier termination of this Agreement, regardless of the reason therefore, the Employee shall not solicit, induce, aid or suggest to (1) any employee of the Company to leave such employ, (2) any Employee, consultant, or other service provider to terminate such relationship with the Company, or (3) any customer, agency, vendor, or supplier of the Company to cease doing business with the Company and in the event of voluntary termination of employment, employee covenants and agrees not to enter into direct competition with the Company for the period of two (2) years following termination (non-compete).

## **Conditions**

This offer, and any employment pursuant to this offer, is conditioned upon the following:

- Your ability to provide satisfactory documentary proof of your identity and right to work in the United States of America on your first day of employment. Enclosed is the *INS Form I-9, Employment Eligibility Verification*, the second page of which includes a description of acceptable documentary proof.
- Your signed agreement to, and ongoing compliance with, the terms of the *Non-Disclosure and Non-Solicitation* provision without modification.
- Your consent to, and results satisfactory to the Company of, reference and background checks. Until you have been informed in writing by the Company that such checks have been completed and the results satisfactory, you may wish to defer reliance on this offer.
- Your return of the enclosed copy of this letter, after being signed by you without modification, to the Company's Human Resources Department no later than November 14, 2012, after which time this offer will expire.

By signing and accepting this offer, you represent and warrant that: (i) you are not subject to any pre-existing contractual or other legal obligation with any person, company or business enterprise which may be an impediment to your employment with, or your providing services to, the Company as its employee; and (ii) you have not and shall not bring onto Company premises, or use in the course of your employment with the Company, any confidential or proprietary information of another person, company or business enterprise to whom you previously provided services.

## **Entire Agreement**

If you accept this offer, and the conditions of this offer are satisfied, this letter and the written agreements referenced in this letter shall constitute the complete agreement between you and the Company with respect to the initial terms and conditions of your employment. Any representations, whether written or oral, not contained in this letter or contrary to those contained in this letter that may have been made to you are expressly cancelled and superseded by this offer. Except as otherwise specified in this letter, the

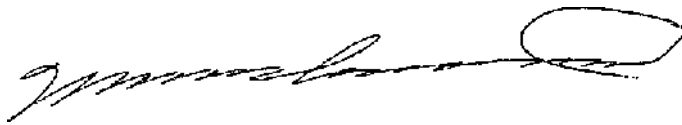
# EVERLERT INC.

terms and conditions of your employment pursuant to this letter may not be changed, except by a writing issued by Human Resources.

We look forward to you accepting this offer and a mutually rewarding relationship.

If you accept this offer, please date and sign below, on the enclosed copy of this letter and return it to Human Resources no later than November 14, 2012. Please retain the original of this letter for your records. You should bring your INS Form I-9 required identification and proof of authorization to work with you on your first day of employment.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lee Davidson', with a large, stylized loop at the end.

Lee Davidson, President

**I accept the above offer, and request to begin employment on November 14, 2012:**

Dated: November 14, 2012

A handwritten signature in black ink, appearing to read 'Robert Hymers', with a stylized 'H' and 'Y'.

---

**Robert Hymers**

New Lease

## PRIMROSE PARTNERS LEASE EXTENSION

THIS LEASE EXTENSION made and entered into this 1 st day of June, 2012 by and between Primrose Partners hereinafter called "Landlord" and Totalpost Services Inc. hereinafter called "Tenant."

### WITNESSETH:

In consideration of the covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by the parties hereto as follows:

#### I. DEMISED PREMISES:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord all those certain premises hereinafter more fully described, together with the buildings and other improvements thereon, for the term and upon the rental herein set forth. Said demised premises consist more particularly of an area containing approximately 4,000 square feet, situated on a parcel of land in a Business Complex known as 825 S. Primrose Ave. suites A and B located in Monrovia, California.

Tenant shall have the right to use the common and parking areas jointly with any other tenants of the building. However, this right shall be subject to the exclusive control and management of the landlord. Landlord shall have the right from time to time to establish and modify or enforce reasonable rules and regulations in respect to parking.

#### II. TERM:

TO HAVE AND TO HOLD said premises unto Tenant for a term extended for (3) three years beginning on the 1 st. day of July, 2012 and ending on the last day of June 2015 unless sooner pursuant to any provision hereof:.

#### III. TERMS AND CONDITIONS OF LEASE:

This Lease Extension is made on the following terms and conditions, which are expressly agreed to by Landlord and Tenant:

1. RENT: The Tenant agrees to pay as Guaranteed Minimum monthly Rental to Landlord, at the address specified in this Lease or at such other place Landlord may from time to time designate in writing, the sum of (\$ 3,450.00 ) Three Thousand Four Hundred and Fifty DOLLARS said sum to be lawful money of the United States payable as follows:

2. Rent is based on a modified gross basis. Said base shall include all CAM charges

(a) LATE CHARGES: In the event Tenant fails to pay said rental (including any additional rental due hereunder) on the due date or within ten (10) days thereafter, a late charge of ten percent (10%) per month of the delinquent rental shall be added to said rental and paid to Landlord together therewith.

(b) SECURITY DEPOSIT: Tenant contemporaneously with the execution of this Lease, has deposited with Landlord the sum of Three Thousand One Hundred and Sixty and no/100 Dollars \$ 3,160.00 receipt of which is hereby acknowledged by Landlord, said deposit being given to secure the faithful performance by the Tenant of all of the terms, covenants and conditions of this Lease by the Tenant to be kept and performed during the term hereof. The Tenant agrees that if the Tenant shall fail to pay the rent herein reserved, promptly when due, said deposit may, at the option of the Landlord (but Landlord shall not be required to), be applied to any rent due and unpaid, and if the Tenant violates any of the other terms, covenants and conditions of this lease, said deposit shall be applied to any damages suffered by Landlord as a result of Tenant's default to the extent of the amount of the damages suffered.

(c) COST OF LIVING ADJUSTMENTS: Upon each year anniversary date of the commencement of the term of his Lease, the Guaranteed Minimum Monthly Rental shall be changed to an amount that bears the same relationship to the Guaranteed Minimum Monthly Rental in effect immediately preceding such adjustment which the Consumer Price Index for the month in which said adjustments occurs bears to the index for the month one year preceding the month in which such adjustments occurs. However, in no event shall the rent be reduced below that Guaranteed Minimum Monthly Rental in effect immediately preceding such adjustment. The Consumer Price Index (CPI) to be used is the CPI for All Urban Consumers - All Items, for the United States, published monthly by the United States Department of Labor, in which 1982 - 84 equals 100. If said CPI is no longer published at the adjustment date, conversion tables included in such index shall be used to construct the increase. The minimum rate of increase shall not be less than 3% or the maximum shall not be more than 3%.

Nothing contained in this paragraph shall in any way diminish or be construed as waiving any of the Landlord's other remedies as provided herein, or by law. If the security deposit is applied by Landlord for the payment of over due rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, on the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security deposit to its original amount, and Tenant's failure to do so within fifteen days after receipt of such demand, shall constitute a breach of this lease. Should Tenant comply with all of the terms, covenants and conditions of this Lease and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder, said security deposit shall be returned in full to Tenant at the end of the term of this lease, or upon the earlier termination of this lease pursuant to the provisions hereof, except in the event that the demised premises are sold as a result of the exercise of any power of sale under any mortgage or deed of trust, in

which event this lease shall be automatically amended to delete any reference to this paragraph, and Tenant shall be entitled to immediate reimbursement of its security deposit from the party then holding said deposit.

2. AUTHORIZED USE: Tenant shall use the leased premises for the following purpose, and for no other purpose whatsoever, without the written consent of Landlord first had and obtained: Manufacturing and distribution warehouse of mail & cash handling equipment .

Tenant shall not commit or knowingly permit any waste of the leased premises or use the same for any unlawful purpose. The Tenant will comply with all applicable federal, state and local laws, ordinances and regulations relating to the leased premises and its use and operation by the Tenant.

Tenant agrees not to keep, use or permit to be kept or used on the Leased Premises any flammable fluids, explosives or any "hazardous substance," "solid waste," or "hazardous waste" as said terms are defined in 42 U.S.C. 9601(14), and 40 C.F.R. 261.1 et seq. without the prior written permission of Landlord.

3. CONDITION OF THE PREMISES: Tenant accepts the leased premises in the condition they are in at the time of its taking possession to said premises. **Landlord shall enclose all open warehouse area including the installation of (2) electrical plugs and painting of warehouse.** Tenant agrees, if, during the term of this Lease, Tenant shall change the usual method of conducting Tenant's business on the leased premises, or should Tenant install thereon or therein any new facilities, Tenant will, at the sole cost and expense of Tenant, make alterations or improvements in or to the demised premises which may be required by reason of any Federal or state law, or by any municipal ordinance, or regulation applicable thereto. Landlord warrants that the building, on date of occupancy, meets all currently applicable Federal, state and municipal laws and ordinances.

4. TENANT TO INSURE BUILDINGS: Tenant shall insure and keep insured the premises of Landlord hereby leased against the perils of fire, vandalism and malicious mischief, and all risks to the building, and Tenant shall carry insurance against the risk of business interruption and loss of income. Tenant shall be responsible for any damage to premises as a result of forced entry into his space or burglary thereof. Such insurance provided for hereunder shall be in a company or companies acceptable to Landlord and shall be procured and paid for by Tenant, and said policy or policies will be delivered to Landlord. Such insurance may, at Tenant's election, be carried under any General Blanket Insurance Policy of Tenant; provided, however, that a satisfactory Certificate of Insurance, together with proof of payment of the premium, shall be deposited with Landlord. Landlord shall be given 30 days notice prior to cancellation or termination of said insurance policy.

6. REPAIR AND CARE OF BUILDING: Tenant agrees to keep the interior and exterior of the building and the improvements on the premises outside the building and grounds in good condition and repair along with replacement of HVAC filters as recommended by the manufacturers);



Tenant shall pay all charges, including but not limited to charges for water, heat, gas, electricity and other public utilities used on the leased premises, including all replacements of light bulbs, tubes, ballasts and starters within a reasonable time after they burn out.

7. REPAIR OF BUILDING BY LANDLORD: Landlord agrees for the term of this Lease, to maintain roof in good condition and repair, and any latent defects in the exterior wall, floor joists, and foundations, and to repair any defects in the plumbing, electrical, heating and air-conditioning systems for one year after date of occupancy as well as any damage that might result from acts of Landlord or Landlord's representatives. Landlord shall not, however, be obligated to repair any such damage until written notice of the need of repair shall have been given to Landlord by Tenant and, after such notice is so given, Landlord shall have a reasonable time to which to make such repairs.

8. ALTERATIONS OF BUILDING AND INSTALLATION OF FIXTURES AND OTHER APPURTENANCES: Tenant may, with written consent of Landlord, which consent shall not be unreasonably withheld or delayed, but at Tenant's sole cost and expense in a good and workmanlike manner, make such alterations and repairs to the leased premises as Tenant may require for the conduct of its business without, however, materially altering the basic character of the building or improvements, or weakening any structure on the demised premises. Tenant shall have the right, with the written permission of Landlord, to erect, at Tenant's sole cost and expense, such temporary partitions, including office partitions, as may be necessary to facilitate the handling of Tenant's business and to install telephone and telephone equipment and wiring, and electrical fixtures, additional lights and wiring and other trade appliances. Any alterations or improvements to the leased premises, including partitions, all electrical fixtures, lights and wiring shall, at the option of Landlord, become the property of Landlord, at the expiration or sooner termination of this Lease. Should Landlord request Tenant to remove all or any part of the above mentioned items, Tenant shall do so prior to the expiration of this Lease and repair the premises as described below. Temporary shelves, bins, and machinery installed by Tenant shall remain the property of Tenant and may be removed by Tenant at any time; provided, however, that all covenants, including rent due hereunder to Landlord shall have been complied with and paid. At the expiration or sooner termination of this Lease, or any extension thereof, Tenant shall remove said shelves, bins and machinery and repair, in a good workmanlike manner, all damage done to the leased premises by such removal.

9. ERECTION AND REMOVAL OF SIGNS: Tenant may, if building policy permits, place suitable signs on the leased premises for the purpose of indicating the nature of the business carried on by Tenant in said premises; provided, however that such signs shall be in keeping with other signs in the district where the leased premises are located; and provided, further, that the location and size of such signs shall be approved by Landlord prior to their erection. Signs shall be removed prior to the expiration of this lease and any damage to the leased premises caused by installation or removal of signs shall be repaired at expenses of the Tenant. All work shall be completed in a good workmanlike manner.

10. GLASS: Tenant agrees to immediately replace all glass in the demised premises if broken or damaged during the term of this Lease with glass of the same quality as that broken or damaged.

11. RIGHT OF ENTRY BY LANDLORD: Tenant, shall permit inspection of the demised premises during reasonable business hours by Landlord or Landlord's agents or representatives for the purpose of ascertaining the condition of the demised premises and in order that Landlord may make such repairs as may be required to be made by Landlord under the terms of this Lease. Sixty (60) days prior to the expiration of this Lease, Landlord may post suitable notice on the demised premises that the same are "For Rent" and may show the premises to prospective tenants at reasonable times. Landlord may not, however, thereby unnecessarily interfere with the use of demised premises by Tenant.

12. ASSIGNMENT AND SUBLETTING: Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, by operation of law, and neither all nor any part of the leased premises shall be sublet by Tenant without the written consent of Landlord first had or otherwise obtained; however, Landlord agrees not to withhold its consent unreasonably for Tenant to sublet the demised premises. In the event the premises should be sublet, as herein provided, at an increased rental, fifty (50%) percent of said increase shall be paid to Landlord by Tenant as additional rental.

13. DAMAGE OR DESTRUCTION: If the demised premises or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the demised premises without expense to Tenant, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. If such damage or destruction shall render the premises untenable in whole or in part, the rent shall be abated wholly or proportionately as the case may be until the damage shall be repaired and the premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding, i.e., expenditure of fifty (50%) percent or more of replacement cost of the building or buildings on the demised premises, Landlord or Tenant may elect to terminate this Lease by written notice to the other given within thirty (30) days after the occurrence of such damage or destruction. Landlord and Tenant hereby release each other from responsibility for loss or damage occurring on or to the leased premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

14. INJURIES AND PROPERTY DAMAGE: Tenant agrees to indemnify and hold harmless Landlord of and from any and all claims of any kind or nature arising from Tenant's use of the demised premises during the term hereof, and Tenant hereby waives all claims against Landlord for damage to goods, ware, merchandise or for injury to persons in and upon the



premises from any cause whatsoever, except such as might result from the negligence of Landlord or Landlord's representatives or from failure of Landlord to perform its obligation hereunder within a reasonable time after notice in writing by Tenant requiring such performance by Landlord. Tenant shall at all times during the term hereof keep in effect in responsible companies liability insurance in the names of and for the benefit of Tenant with limits as follows:

Bodily Injury, \$1,000,000.00 each occurrence; Property Damage, \$500,000.00; or in lieu thereof, a combined limit of bodily injury and property damage liability of not less than \$1,000,000.00.

Such insurance may, at Tenant's election, be carried under any general blanket coverage of Tenant. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment shall be deposited with Landlord. Tenant shall have the right to settle and adjust all liability claims and all other claims against the insuring companies, but without subjecting Landlord to any liability or obligation.

15. **SURRENDER OF PREMISES:** Tenant agrees to surrender the leased premises at the expiration, or sooner termination, of the term of this Lease, or any extension thereof, in the same condition as when said premises were delivered to Tenant, or as altered, pursuant to the provisions of this Lease, ordinary wear, tear and damage by the elements excepted, and Tenant shall remove all of its personal property. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the premises to the same condition as when said premises were delivered to Tenant.

16. **HOLDOVER:** Should the Landlord permit Tenant to holdover the leased premises or any part thereof, after the expiration of the term of this Lease, then and unless otherwise agreed in writing, such holding over shall constitute a tenancy from month-to-month only, and shall in no event be construed as a renewal of this Lease and all provisions of this Lease not inconsistent with a tenancy from month-to-month shall remain in full force and effect. During the month-to-month tenancy, Tenant agrees to give Landlord thirty (30) days prior written notice of its intent to vacate premises. Tenant agrees to vacate the premises upon thirty (30) days prior written notice from Landlord. The rental for the month-to-month tenancy shall be set by the Landlord within 10 days after Landlord receives notice from Tenant of its intention to continue to occupy premises.

17. **QUIET ENJOYMENT:** If and so long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the demised premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the demised premises throughout the terms of this Lease.

18. **WAIVER OF COVENANTS:** The failure of any party to enforce the provisions of this Lease shall not constitute a waiver unless specifically stated in writing, signed by the party whose rights are deemed waived, regardless of a party's knowledge of a breach hereunder.

19. **DEFAULT:** If Tenant shall make default in the fulfillment of any of the covenants and conditions hereof except default in payment of rent, Landlord may, at its option, after fifteen (15) days prior notice to Tenant, make performance for Tenant and for the purpose advance such amounts as may be necessary. Any amounts so advanced, or any expense incurred, or sum of money paid by Landlord by reason of the failure of Tenant to comply with any covenant agreement, obligation or provision of this Lease, or in defending any action to which Landlord may be subjected by reason of any such failure for any reason of this Lease, shall be deemed to be additional rent for the leased premises and shall be due and payable to Landlord on demand. The acceptance by Landlord of any installment of fixed rent, or of any additional rent due under this or any other paragraph of this lease, shall not be a waiver of any other rent then due nor of the right to demand the performance of any other obligation of the Tenant under this Lease. Interest shall be paid to Landlord on all sums advanced by Landlord at an annual interest rate of 2% over the prime rate charged by any United States Bank.

If Tenant shall make default in fulfillment of any of the covenants or conditions of this Lease (other than the covenants for the payment of rent or other amounts) and any such default shall continue for a period of fifteen (15) days after notice, then Landlord may, at its option, terminate this Lease by giving Tenant written notice of such termination and, thereupon, this Lease shall expire as fully and completely as if that day were the date definitely fixed for the expiration of the term of this Lease and Tenant shall quit and surrender the leased premises.

20. **DEFAULT IN RENT, INSOLVENCY OF TENANT:** If Tenant shall make default in the payment of the rent reserved hereunder, or any part thereof, or in making any other payment herein provided for, and any such default shall continue for a period of ten (10) days, after written notice to Tenant, or if the leased premises or any part thereof shall be abandoned or vacated or if Tenant shall be legally dismissed therefrom by or under any authority other than Landlord, or if Tenant shall file a voluntary petition in bankruptcy or if Tenant shall file any petition or institute any proceedings under any insolvency or Bankruptcy Act or any amendment thereto hereafter made, seeking to effect its reorganization or a composition with its creditors, or if any proceedings based on the insolvency of Tenant or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Tenant or the leased premises or if any proceedings shall be commenced for the reorganization of Tenant or if the leasehold estate created hereby shall be taken on execution or by any process of law or if Tenant shall admit in writing its inability to pay its obligations generally as they become due, then Landlord, in addition to any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. Landlord may elect to re-enter, as herein provided, or Landlord may take possession pursuant to this Lease and re-let said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable with the right to make alterations and repairs to said premises. Upon each subletting, Tenant shall be immediately liable for and shall pay to Landlord, in addition to any indebtedness due hereunder, the costs and expenses of such re-letting including

advertising costs, brokerages fees, any reasonable attorney's fees incurred and the cost of such alternations and repairs incurred by Landlord, and the amount, if any, by which the rent reserved in this Lease for the period of such re-letting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the premises for said period by such re-letting. If Tenant has been credited with any rent to be received by such re-letting and such rents shall not be promptly paid to Landlord by the new Tenant, such deficiency shall be calculated and paid monthly by Tenant. No such re-entry or taking possession of the premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless the termination thereof be decreed by a court of competent jurisdiction or stated specifically by the Landlord in writing addressed to Tenant. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such breach, including the cost of recovering the premises including attorney's fees, court costs, and storage charges and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then chargeable rent on the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In no event, shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings.

21. **ENFORCEMENT:** In the event either party shall enforce the terms of this Lease by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including a reasonable attorney's fee.

22. **MEDIATION AND ARBITRATION.** If any dispute or claim in law or equity arises out of this Lease, Tenant and Landlord agree in good faith to attempt to settle such dispute or claim by mediation under the Commercial Mediation rules of the American Arbitration Association. If such mediation is not successful in resolving such dispute or claim, then such dispute or claim shall be decided by neutral binding arbitration before a single arbitrator in accordance with the Commercial Arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

23. **FAILURE TO PERFORM COVENANT:** Any failure on the part of either party to this Lease to perform any obligations hereunder, other than Tenant's obligation to pay rent, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues.

24. **RIGHTS OF SUCCESSORS AND ASSIGNS:** The covenants and agreements contained in this Lease will apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, distributees, executors, administrators, legal representatives, assigns, and upon their respective successors in interest except as expressly otherwise hereinabove provided.

25. TIME: Time is of the essence of this Lease and every term, covenant and condition herein contained.

26. LIENS: Tenant agrees not to permit any lien for monies owing by Tenant to remain against the leased premises for a period of more than thirty (30) days following discovery of the same by Tenant; provided, however, that nothing herein contained shall prevent Tenant, in good faith and for good cause from contesting the claim or claims of any person, firm or corporation growing out of Tenant's operation of the demised premises or costs of improvements by Tenant on the said premises, and the postponement of payment of such claim or claims, until such contest shall finally be decided shall not be a violation of this Lease or any covenant thereof. Should any such lien be filed and not released or discharged or action not commenced to declare the same invalid within thirty (30) days after discovery of the same by Tenant, Landlord may at Landlord's option (but without any obligation so to do) pay and discharge such lien and may likewise pay and discharge any taxes, assessments or other charges against the leased premise which Tenant is obligated hereunder to pay and which may or might become a lien on said premises. Tenant agrees to repay any sum so paid by Landlord upon demand therefor, as provided for in paragraph 19 herein.

27. CONSTRUCTION OF LEASE: Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

28. PARAGRAPH HEADINGS: The paragraph headings as to the contents of particular paragraphs herein, are inserted only for convenience and are in no way to be construed as part of such paragraph or as a limitation on the scope of the particular paragraph to which they refer.

29. NOTICES: It is agreed that all notices required or permitted to be given hereunder, or for purposes of billing process, correspondence, and any other legal purposes whatsoever, shall be deemed sufficient if given by a communication in writing by United States mail, postage prepaid and certified and addressed as follows:

If to Landlord, at the following address:

Primrose Partners  
Rod Chamberlain Company  
P. O. Box 14403  
Palm Desert, Ca. 92255

If to Tenant, at the following address:

Totalpost Services Inc..  
825 S. Primrose Ave.  
Suite B  
Monrovia, Ca 91016

30. GOVERNING LAW: The terms of this Agreement shall be governed by and construed in accordance with California law.

31. DOCUMENTATION: The parties hereto agree to execute such additional documentation as may be necessary or desirable to carry out the intent of this Agreement.

32. CONTINGENCY REGARDING USE: This Lease is contingent upon there being no restrictions, covenants, agreements, laws, ordinances, rules or regulations, which would prohibit Tenant from using the above described premises for the purposes described herein.

33. INDEMNIFICATION OF LANDLORD: Tenant, as a material part of the consideration to be rendered to Landlord under this Lease, shall hold Landlord exempt and harmless from any damage or injury to any person, or the goods, wares and merchandise of any person, arising from the use of the premises by Tenant, or from the failure of the Tenant to keep the premises in good condition and repair, as herein provided.

34. EMINENT DOMAIN: If at any time during the term of this Lease the entire premises or any part thereof shall be taken as a result of the exercise of the power of eminent domain or by an agreement in lieu thereof, this Lease shall terminate as to the part so taken as of the date possession is taken by the condemning authority. If all or any substantial portion of the premises shall be taken, Landlord may terminate this Lease at its option, by giving Tenant written notice of such termination within thirty (30) days of such taking. If all or a portion of the premises taken are so substantial that Tenant's use of the premises is substantially impaired, Tenant may terminate this Lease pursuant to this Article. Otherwise, this Lease shall remain in full force and effect, except that the rent payable by Tenant hereunder shall be reduced in the proportion that the area of the premises so taken bears to the total premises. Landlord shall be



entitled to and Tenant hereby assigns to Landlord the entire amount of any award in connection with such taking. Nothing in this Article shall give Landlord any interest in or preclude Tenant from seeking, on its own account, any award attributable to the taking of personal property or trade fixtures belonging to Tenant, or for the interruption of Tenant's business.

35. REPRESENTATION REGARDING AUTHORITY: The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

36. ENTIRE AGREEMENT: This Lease Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes all prior discussions, understandings and agreements. This Lease may not be altered or amended except by a subsequent written agreement executed by all of the parties hereto.

37. ESTOPPEL CERTIFICATE: Lessee shall, at any time and from time to time upon not less than ten (10) days prior written notice from lessor execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect) and the dates to which the rental and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the premises are a part. Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (ii) that there are no uncured defaults in Lessor's performance, and (iii) that not more than one month's rental has been paid in advance.

39. REVIEW OF DOCUMENTS: The parties hereto represent that they have read and understand the terms of this Lease, and that they have sought legal counsel to the extent deemed necessary in order to protect their respective interests.

40. KEYS & LOCKS: The Tenant shall not change locks or install other locks on doors without the written consent of the Landlord which agrees not to unreasonably withhold his consent. Tenant upon the termination of the Tenancy shall deliver to the Landlord all the keys to the offices, rooms and toilet rooms which have been furnished to the Tenant.

41. AUCTION, FIRE OR BANKRUPTCY SALE: Tenant shall not conduct any auction nor permit any fire or bankruptcy sale to be held on the premises.

42. CARPETING DAMAGE AND CHAIRMATS: Tenant agrees to be responsible for the replacement of carpeting in the demised premises if same shall be damaged by burning, or stains resulting from spilling anything on said carpet, reasonable wear and tear excepted.

Tenant further agrees to use "chairmat" under all chairs used with desks.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease together with the herein referred to exhibits which are attached hereto as of the day and year first above written.

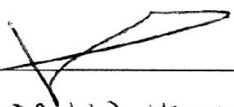
LANDLORD: Primrose Partners

TENANT: Totalpost Services, Inc.

Rod Chamberlain – Landlord

Date:

6/8/12

  
DAVID NYMERY  
C.E.O.