

Alexandria Advantage Warranty Company and Subsidiaries
Notes to Financial Statements
December 31, 2014

NOTE 1 - BASIS OF PRESENTATION

Interim Financial Information - The information furnished herein reflects all adjustments (consisting of normal recurring accruals and adjustments) which are, in the opinion of management, necessary to fairly present the operating results for the respective periods. Certain information and footnote disclosures normally presented in annual consolidated financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been omitted pursuant to such rules and regulations. The results of operations for the nine months ended June 30, 2007 are not necessarily indicative of the results that may be expected for any other interim period or for the year ending September 30, 2007, or for any future period, including December 31, 2014. The consolidated financial statements include the accounts of the Company and its subsidiaries, Asanté Technologies, Inc., Jinshilin Techno Ltd., or Jinshilin Techno, and Techno (Hong Kong) Limited, or Techno HK. All material intercompany transactions have been eliminated in consolidation. Statement of Financial Accounting Standards No. 107 "Disclosure about Fair Value of Financial Instruments" requires disclosures of information about the fair value of certain financial instruments for which it is practicable to estimate the value. For purposes of this disclosure, the fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties other than in a forced sale of liquidation. The carrying amounts reported in the balance sheet for cash, cash overdraft, accounts receivable, accounts payable, accrued liabilities, taxes payable and patient deposits approximate fair value due to the immediate short-term maturity of these financial instruments.

The fair value of the Company's long-term debt approximates the carrying amount based on the current rates offered to the Company for debt of the same remaining maturities with similar collateral requirements.

NOTE 2 – ASSETS & INVENTORY

Inventories consist of the following:

	<u>Dec. 31, 2014</u>	<u>June 30, 2007</u>	<u>September 30, 2006</u>
Raw materials	\$0.00	16,750	94,755
Finished goods	\$0.00	390,831	593,359
		407,581	688,114
		<u>Less: Reserve (273,679)</u>	<u>(444,000)</u>
TOTAL:	<u>\$0.00</u>	<u>\$ 133,902</u>	<u>\$ 244,114</u>

The Company has several assets that have been maintained since 2007 – namely, US Patent 6748025, and several trademarks: Lycon, True Software Radio, IntraCore and FriendlyNET. Further, the Company owns a subsidiary public company – Asante Technologies. The Company also owns a subsidiary company in China - Jinshilin Techno Ltd.

The Company is researching the write down of \$6,990,000 of its intellectual property value by former management of the Company. The Company believes, based on the orders and actual sales of its products in 2007, that this write down was improper. The Company will continue to research this and update its financial reports once it is able to substantiate a true valuation point for its intellectual property. During the last quarter the Company did talk to former employees of the Company who were able to verify that the Company's products were viable in the marketplace. The Company is now exploring how to properly restate its intellectual property values for all previous periods. Until such time that a correct and true intellectual property value can be assessed and documented, the Company will not include the \$6,990,000 in intellectual property value.

NOTE 3 - EARNINGS/(LOSS) PER SHARE

“Basic” earnings (loss) per share equals net income (loss) divided by the weighted average common shares outstanding during the period. “Diluted” earnings (loss) per share equals net income (loss) divided by the sum of the weighted average common shares outstanding during the period plus dilutive common stock equivalents, including shares issuable on the exercise of options, warrants and convertible debt, in accordance with SFAS No. 128. The total potential dilutive common shares excluded from this computation due to the anti-dilution effect, totaled 61,018,489 and 15,751,990 in the fiscal quarters ended June 30, 2007 and 2006, respectively, and for the period

ending December 31, 2014 the total potential dilutive common shares totaled 1,349,894,514. Our net loss and weighted average shares outstanding used for computing diluted loss per share were the same as that used for computing basic loss per share for the periods ended June 30, 2007 and 2006 because the inclusion of common stock equivalents would be antidilutive.

NOTE 4 - STOCK-BASED COMPENSATION

In December 2004, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 123 revised 2004, "Share-Based Payment" ("SFAS 123R"). SFAS 123R addresses the accounting for transactions in which an enterprise receives employee services in exchange for (a) equity instruments of the enterprise or (b) 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 supersedes Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" ("APB No. 25") and requires companies to recognize compensation cost in an amount equal to the fair value of the share-based payments, such as stock options granted to employees. On January 1, 2006, the Company adopted SFAS 123R using the modified prospective method. Under this method, the Company is required to record compensation cost for the unvested portion of previously granted awards that remain outstanding as of January 1, 2006. We previously accounted for our share-based compensation under the recognition and measurement principles of APB No. 25 and related interpretations. Prior to our adoption of SFAS 123R, no share-based compensation cost was reflected in net income for stock options, as all stock options granted had an exercise price equal to the market value of the underlying common stock on the date of the grant. Also, prior to our adoption of SFAS 123R, compensation cost for restricted ("non-vested") stock was recorded based on the market value of the underlying common stock on the date of the grant. The fair value of each option grant was estimated on the date of the grant using the Black-Scholes option-pricing model with the following weighted average assumptions for the fiscal quarters ended June 30, 2007 and 2006: expected volatility of between 92% and 117%, risk free interest rate of between 4.63% and 5.75%; and expected lives of 5 years. The effects of applying SFAS No. 123, as amended, in the above pro forma disclosures are not indicative of future amounts as they do not include the effects of awards to the financial statements prior to January 1, 2006. Additionally, future amounts are likely to be affected by the number of grants awarded since additional awards are generally expected to be made at varying amounts.

NOTE 5 - INCOME TAXES

The Company has significant deferred tax assets attributable to tax deductible intangibles, capital loss carry forwards, and federal and state net operating loss carry forwards, which may reduce taxable income in future periods. During the first six months of fiscal year 2007, the Company continued to monitor the realization of these assets and concluded that it was not more likely than not, that such assets will be realized. The cumulative tax and operating losses, the lack of taxes in the carry back period, and the uncertainty surrounding the extent or timing of future taxable income led the Company to conclude that it is not more likely than not that the Company will realize the tax benefits of the deferred tax assets. Accordingly, the Company has recorded a full valuation allowance on its net deferred tax assets.

NOTE 6- PREFERRED STOCK

Series A preferred stock

The Company designated 16,000 shares of the preferred stock as "Series A preferred stock". The shares of Series A preferred stock were divided into Series A-1 and Series A-2. Shares of Series A preferred stock had no par value per share, a face value of \$1,000 per share, and ranked senior to common stock and shares of Series B preferred stock. Shares of Series A-1 preferred stock did not bear dividends. Shares of Series A-2 preferred stock bore dividends, payable quarterly at the rate of five percent per annum or \$50.00 per share. Such dividends are payable in cash or common stock, as the Board of Directors shall determine.

Nine Months ended March 31	2007	2006
Net loss available to common shareholders,	\$ (26,687,543)	\$ (12,927,620)
Effect of stock options, net of tax (prior to adoption of FAS 123R)	--	(325,135)
Proforma net loss available to common shareholders	\$ (26,687,543)	\$ (13,252,755)
Proforma diluted loss per share available to common shareholders	\$ (.50)	\$ (.48)

On February 18, 2004, (the "Maturity Date") the Company's Series A Preferred Shares matured and each share was automatically converted to 2,000 shares of the Company's common stock, in accordance with Section 4(g) of the Company's amendment to its articles of incorporation relating to the Series A Preferred Shares. The conversion rate

was determined by dividing the Stated Value (face value) of such shares by the Conversion Price then in effect, as those terms are defined in the articles as amended. On the Maturity Date, the common stock of the Company was not actively traded on the Nasdaq SmallCap Market or the Nasdaq National Market; therefore, each holder of the Series A Preferred Shares had the option, upon written notice to the Company, to retain its rights as a holder of Preferred Shares including, without limitation, the right to convert such Preferred Shares in accordance with the terms of the relevant sections of the articles as amended. The Company received no such written notice; therefore, the automatic conversion has taken place, resulting in the issuance of 32,000,000 shares of our common stock to the holders of the Series A Preferred Shares.

As of December 31, 2014, the Company had 1250 shares of Series A1 or Series A2 preferred stock outstanding. These shares were issued during the quarter ending June 30, 2014 and September 30, 2014 pursuant to Debt Exchange Agreements.

Series B preferred stock

The Company has designated 10,000 shares of the preferred stock as "Series B preferred stock." Shares of Series B preferred stock have no par value per share, have a face value of \$2,500 per share and rank senior to common stock and B-1 preferred stock but junior to shares of Series A preferred stock. Shares of Series B preferred stock will bear dividends, payable quarterly at the rate of ten per cent per annum or \$250.00 per preferred share. Such dividends shall be payable in cash or common stock, as the Board of Directors shall determine. Each share of Series B preferred stock is convertible, at the option of the holder thereof, at any time into 1,000 shares of common stock, subject to certain anti-dilution adjustments. The shares of Series B preferred stock are automatically converted into shares of common stock on the third anniversary of the issuance date (the "Maturity Date"), unless on the Maturity Date: (i) the number of shares of the Company's common stock authorized, unissued and unreserved for all other purposes, or held in the Company's treasury, is not sufficient to effect the issuance and delivery of the number of shares of common stock into which all outstanding Series B Preferred Shares are then convertible, or (ii) the common stock of the Company is not actively traded on the Nasdaq SmallCap Market or the Nasdaq National Market on the Maturity Date. If on the Maturity Date either of those conditions exist, each holder of the Series B preferred stock would have the option, upon written notice to the Company, to retain its rights as a holder of Series B preferred stock including, without limitation, the right to convert such preferred stock into common stock, as described above. In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, the holders of the Series B preferred stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Company to the holders of the Company's common stock by reason of their ownership thereof, an amount per share equal to the sum of \$2,500 for each outstanding share of Series B preferred stock plus accrued and unpaid dividends (as adjusted for stock dividends, stock distributions, splits, combinations or recapitalizations).

The holders of the Series B preferred stock have the right to vote on an as-converted basis, with the holders of common stock on all matters submitted to a vote of stockholders. The shares of Series B preferred stock are redeemable, at the option of the holders, for 125% of the face value, plus all accrued and unpaid dividends, if: (i) the Company fails to issue shares of common stock to a holder upon conversion of any preferred shares, and such failure continues for ten (10) Business Days; (ii) the Company breaches, in a material respect, any material term or condition of the Company's articles of incorporation or any other agreement, document, certificate or other instrument delivered in connection with the transactions contemplated by the preferred stock securities purchase agreement under which the Series B preferred stock was issued and such breach continues for a period of five (5) business days after written notice thereof to the Company; or (iii) any material representation or warranty made by the Company in any agreement, document, certificate or other instrument delivered to the investors in such shares prior to the date of issuance is inaccurate or misleading in any material respect as of the date such representation or warranty was made due to voluntary action undertaken by the Company or a failure by the Company to take action. During the six months ended June 30, 2007, and in connection with the secured subordinated promissory notes issued by the Company, holders of Series B Preferred Stock were issued an additional 645 shares of the Series B Preferred Stock, pursuant to a "most favored nations" clause in the securities purchase agreement entered into by the holders and the Company on November 17, 2004.

Series B-1 preferred stock

10,000 shares have been designated as "Series B-1 preferred stock". Shares of Series B-1 preferred stock have no par value per share, have a face amount of \$2,500 per share, and rank senior to shares of common stock but junior to

shares of Series A and Series B preferred stock. Shares of Series B-1 preferred stock bear dividends, payable quarterly at the rate of eight (8%) per cent per annum or \$200.00 per share. Such dividends are payable in cash or in shares of the Company's common stock (at the then current market price), as the Board of Directors shall determine. Each share of Series B-1 preferred stock is convertible, at the option of the holder thereof, at any time into 1,000 shares of our common stock, subject to certain anti-dilution adjustments. Provided there is an effective registration statement covering the resale of the shares of common stock underlying the shares of Series B-1 preferred stock, the shares of Series B-1 preferred stock are automatically converted into shares of our common stock on the date when the market price of our common stock exceeds \$5.00 for twenty (20) consecutive trading days. In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, the holders of the Series B-1 preferred stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Company to the holders of common stock by reason of their ownership thereof, but after payment in full of any liquidation preference amounts payable to the holders of Series B preferred stock, an amount per share equal to the sum of \$2,000 for each outstanding share of Series B-1 preferred stock plus accrued and unpaid dividends (as adjusted for stock dividends, stock distributions, splits, combinations or recapitalizations). The holders of the Series B-1 preferred stock have no voting rights.

As of June 30, 2007, the Company had sold 2,203 shares of Series B-1 Preferred (convertible to 2,203,000 shares of Common) at an aggregate purchase price of \$5,505,506. As of June 30, 2007, \$942,741 has been accrued for dividends which have not been declared and paid. During the nine months ended June 30, 2007, and in connection with the secured subordinated promissory notes issued by the Company, certain holders of Series B-1 Preferred Stock were issued an additional 2,785 shares of the Series B-1 Preferred Stock, pursuant to a "most favored nations" clause in the securities purchase agreement entered into by such holders and the Company on November 17, 2004.

During the nine months ended June 30, 2007, holders of Series B and Series B-1 preferred stock converted 969 shares of Series B and 2,137 shares of Series B-1 preferred shares into 3,106,000 shares of common stock.

As of December 31, 2014, the Company has 2642 shares of Series B-1 preferred stock outstanding, and 1250 shares of Series A preferred stock outstanding.

Certain debt holders of the Company have agreed to convert part of their default note liability to Preferred Stock. This will be reported in forthcoming filings made by the Company. As of December 31, 2014 over \$1,200,000 in additional debt was removed from the liabilities of the Company and this debt was exchanged for preferred stock issued from treasury.

NOTE 7- GOING CONCERN

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. The Company has a loss from operations of (\$69,877,587) as of December 31, 2014. Previously, the Company had a cumulative loss from operations of \$75,518,072, negative working capital of \$7,674,910 at June 30, 2007 and a negative cash flow from operations for the nine months ended June 30, 2007 of \$10,931,731 which raises doubt about its ability to continue as a going concern. As of December 31, 2014 the cumulative net loss from operations is \$69,877,587. These financial statements do not include any adjustment that might result from the outcome of this uncertainty. We expect our cash requirements will increase significantly throughout our current fiscal year, as we continue our research and development efforts, hire and expand our staff and attempt to execute on our business strategy through working capital growth and capital expenditures. The amount and timing of cash requirements will depend on market acceptance of our products and the resources we devote to researching and developing, marketing, selling and supporting our products. We believe that our current cash and cash equivalents on hand, and the offers from debt holders to exchange their debt for equity and possible new investment, shall keep the Company able to operate for the next six months. Thereafter, if current sources are not sufficient to meet our needs, we may seek additional equity or debt financing. In addition, any material acquisition of complementary businesses, products or technologies or material joint venture could require us to obtain additional equity or debt financing. There can be no assurance that such additional financing would be available on acceptable terms, if at all. If we raise additional funds through the issuance of equity securities, the percentage ownership of our stockholders would be reduced. If we are unable to raise sufficient funds on acceptable terms we may not succeed in executing our strategy and achieving our business objective. In particular, we could be forced to limit our product development

and marketing activities, forego attractive business opportunities and we may lose the ability to respond to competitive pressures.

NOTE 8 - CONVERTIBLE DEBENTURES

On November 17, 2004 the Company entered into a securities purchase agreement (the "Purchase Agreement"), a registration rights agreement, and a security agreement with certain institutional investors. Pursuant to the Purchase Agreement, the Company sold its 7% secured convertible debentures in the aggregate principal amount of \$3,775,000 and warrants exercisable for a total of 608,000 shares of the Company's common stock, one half of which are exercisable at \$3.50 per share and one half of which are exercisable at \$4.00 per share. The gross proceeds from the offering of the 7% secured convertible debentures, the warrants, and the shares of Series B preferred stock (see Note 3) were approximately \$7,013,675 in cash and other consideration. Net proceeds to the Company from this transaction were approximately \$3,442,000, after the payment of commissions and expenses. In connection with this transaction, the Company paid commissions to Duncan Capital, LLC, as placement agent, in the approximate amount of \$332,550 and also issued warrants exercisable for 120,800 shares of the Company's common stock at \$2.50 per share, 24,160 shares at \$3.50 per share and 24,160 shares at \$4.00 per share to Duncan Capital. In issuing the securities under the terms of the Purchase Agreement, the Company relied upon the exemption from registration afforded by Section 4(2) of the Act, in that: (a) the securities were sold to a limited number of sophisticated accredited investors, (b) the securities were sold without any general solicitation or public advertising, and (c) the purchasers provided the Company with representations customary for a private placement of securities.

Under the terms of the Purchase Agreement, the debentures were convertible into shares of the Company's common stock at \$2.50 per share. Interest was due quarterly on the last day of each calendar quarter and, at the Company's discretion, could be paid in cash or shares of the Company's common stock assuming certain conditions were satisfied (including, that the shares of the Company's common stock issuable upon conversion of the debentures were registered for resale to the public with the Securities and Exchange Commission). On the first day of each month commencing on December 1, 2005, the Company was required to redeem one-twelfth of the original principal amount of the 7% secured convertible debentures.

The 7% secured convertible debentures were due and payable on November 17, 2006. During fiscal 2006, certain debenture holders notified the Company that they were exercising their conversion right, and as a result, debentures in the aggregate principal amount of \$1,275,000 were converted into 510,000 shares of the Company's common stock. Also during fiscal 2006, certain debenture holders notified the Company that they were willing to exchange their debentures for secured subordinated promissory notes (more fully described in Note 9) and, as a result, debentures in the aggregate principal amount of \$2,250,000 were exchanged for the Company's secured subordinated promissory notes. As of June 30, 2007, the outstanding debentures consisted of the following: The Company reflected the amortization of the discounts on these debentures as interest expense totaling \$68,899 and \$1,665,976 for the nine months ended June 30, 2007 and 2006, respectively. As of the date of this report, the Company has not paid the principal and interest due with respect to the outstanding debentures and is, accordingly, in default. The Company is also in default because (i) the Company's registration statement, required under the registration rights agreement associated with the debentures, has not been declared effective, and (ii) the Company did not redeem the debentures as required commencing on December 1, 2005. Therefore, the holders of the outstanding debentures can elect to require the Company to pay a mandatory repayment amount equal to at least 130% of the outstanding principal amount, plus all other accrued and unpaid amounts under such debentures. The terms of a separate security agreement provide that, upon the occurrence of an event of default which is not cured, the debenture holders (acting in concert) have the right to take possession of all of the Company's assets, to operate the Company's business and to exercise certain other rights provided in the security agreement associated with the debentures. On April 18, 2007, the Company entered into a forbearance agreement with the sole remaining debenture holder, which provides for a settlement whereby the Company will issue stock in a conversion of the outstanding debt and unpaid interest and penalties. The forbearance agreement provides, subject to a number of conditions, that: (i) the full amount due as of the date of the forbearance agreement with respect to the debenture, including unpaid principal, interest and penalties, is \$428,890.00, excluding certain expenses (up to \$10,000) incurred by the debenture holder in connection with the forbearance agreement and to be reimbursed the Company; (ii) the Debenture shall be deemed amended such that the Conversion Price, as that term is defined in the debenture, shall be \$1.50; and (iii) the holder may at any time convert the full amount due into Conversion Shares, as that term is defined in the debenture. The forbearance agreement expired on July 30, 2007, without the debenture holder exercising its amended conversion right; therefore, the Company remains in default and the debenture holder may exercise any and all of its rights as described above.

NOTE 9 - 7% NOTES PAYABLE

Effective as of May 30, 2006, the Company entered into a series of note purchase agreements with a number of investors, including certain investors in the Company's 7% secured convertible debentures who agreed to exchange such debentures for secured subordinated promissory notes issued and sold under such note purchase agreements. To secure the Company's obligations under the note purchase agreements, the Company granted a security interest in all of its assets (including, without limitation, its intellectual property) in favor of the investors, subordinated to the security interest of the holders of the Company's 7% secured convertible debentures and certain accounts receivable facilities. The security interest terminates upon payment or satisfaction of all of the Company's obligations under the note purchase agreements. Principal amount of 7% secured convertible debentures outstanding as of June 30, 2007:

	\$ 250,000
<u>Less: unamortized conversion costs</u>	<u>0</u>
	\$ 250,000

Under the note purchase agreements, the Company issued to the investors its secured subordinated promissory notes in the aggregate principal amount of \$12,308,907. The secured subordinated promissory notes carry an interest rate of 8% per annum. These notes will mature on the date that is the earliest of (i) one year from the date of issuance of the applicable secured subordinated promissory note, (ii) the date on which the Company consummates the closing of its next equity financing or series of equity financings which in the aggregate total no less than \$7,000,000, or (iii) the sale of the Company or sale of substantially all of the Company's assets any time prior to the maturity date. The Company may, at its option, prepay any of the secured subordinated promissory notes in whole or in part without penalty. As part of the consideration for the sale of these notes, the Company issued 5-year warrants to purchase shares of its common stock at an exercise price of \$1.00, with each note purchaser to receive a pro rata share of the warrant pool of warrants. The warrants issued are exercisable for an aggregate of 12,308,907 shares of the Company's common stock. At issuance, the warrants had an estimated fair value of \$12,308,907. The fair value of each warrant was estimated on the date of the grant using the Black-Scholes option-pricing model with the following weighted average assumptions: expected volatility of 112.93%; risk free interest rate of 7.0%; and expected lives of 5 years. Under the terms of the Promissory Notes, an event of default occurs when the Company fails to pay (i) any principal payment on the due date or (ii) any interest or other payment required pursuant to the terms of the extended promissory note on the date due, and such payment shall not have been made within twenty (20) days of Company's receipt of a note holder's written notice to the Company of such failure to pay. Under the terms of the Promissory Notes an aggregate principal amount of \$3,280,981 and accrued interest of \$242,314 was due and payable on May 31, 2007. The Company did not make the required payment on May 31, 2007, but no written notice from any Promissory Note holder has been received. An event of default would also occur under the terms of the Promissory Notes if the Company breaches certain covenants or enters into voluntary or involuntary bankruptcy or insolvency proceedings. Upon the occurrence or existence of any such event of default and at any time thereafter during the continuance of such default, a note holder may, by written notice to the Company, declare all outstanding obligations payable by the Company under the Promissory Note to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which the Company has expressly waived. In addition to the foregoing remedies, upon the occurrence or existence of such event of default, a note holder may exercise any other right, power or remedy granted to it under the Promissory Notes or pursuant to applicable law. If such a default occurs, the Company has additionally agreed to pay all taxes levied or assessed upon the outstanding principal against any note holder and to pay all reasonable costs, including attorneys' fees, costs relating to the appraisal and/or valuation of assets and all other costs and expenses incurred in the collection, protection, defense, preservation, or enforcement of the extended promissory note or any endorsement of the note or in any litigation arising out of the transactions of which the Promissory Note or any endorsement of the Promissory Note is a part. The Promissory Notes are secured by collateral consisting of all assets of the Company, including all assets acquired by the Company since the execution of the notes and the proceeds thereof. Upon any Event of Default, each note holder may exercise any and all remedies of a secured party under the New York Uniform Commercial Code, with respect to the collateral, subject to any other contractual rights that may exist. On June 13, 2007, the Company entered into an Extension Agreement (the "Extension Agreement") with one note holder. The Extension Agreement provides for a waiver of any defaults under the Promissory Notes and extends the payment date for all amounts due to on or prior to November 30, 2007. In consideration for such extension, the Company issued to this holder a five year warrant to purchase 1,145,000 shares of the Company's common stock with an exercise price of \$1.90. During the nine months ended June 30, 2007, the Company and investors in the secured subordinated promissory notes agreed to the exchange of \$9,027,926 in principal amount of the secured subordinated promissory notes held by such investor for 6,018,617 shares of the Company's common stock. As of June 30, 2007 the Notes payable consisted of

the following: The Company reflected the amortization of the discounts on these 7% notes as interest expense totaling \$10,396,150 for the nine months ended June 30, 2007. Notes payable \$ 3,280,981 Less: unamortized issuance costs of zero for TOTAL: \$ 3,280,981

NOTE 10 - 8% NOTES PAYABLE

During October 2005, April 2006 and June 2007, the Company issued 8% promissory notes in the aggregate principal amount of \$665,000, \$285,000 and \$157,500, respectively. As part of the consideration, the Company issued 5-year warrants to purchase an aggregate of 469,000 shares of the Company's common stock at an exercise price of \$3.00 per share, with each purchaser of the promissory notes receiving a pro rata share of the warrant pool consistent with the principal amount of the notes purchased. At issuance, the warrants had an estimated fair value of \$864,270. The fair value of each warrant was estimated on the date of the grant using the Black-Scholes option-pricing model with the following weighted average assumptions: expected volatility of 91.19 to 112.93%; risk free interest rate of 7.0%; and expected lives of 5 years. The promissory notes matured two months after the date of issuance, and now are due upon demand. The Company paid a finder's fee of 10% of the gross proceeds upon maturity of these notes. As of June 30, 2007 the notes payable consisted of the following:

The Company reflected the amortization of discounts on these 8% notes as interest expense totaling \$476,152 for the nine months ended June 30, 2007.

NOTE 11 - 8% SECURED CONVERTIBLE DEBENTURE

In February 2007, the Company has entered into subscription agreements with various institutional and individual investors under which the Company has completed a private placement of 200 investment units (the "Units"), at a purchase price of \$30,000 per Unit or \$6,000,000 in the aggregate. The net proceeds received by the Company in the offering were \$5,376,284. Each Unit consisted of an 8% secured convertible debenture, due 18 months from the date of issuance, in the principal amount of \$30,000, such debenture convertible into 20,000 shares of the Company's common stock, no par value (the "Common Stock") at the rate of \$1.50 per share (subject to adjustment); five-year warrants exercisable for 10,000 shares of Common Stock at an exercise price of \$1.90 per share (subject to adjustment); and five-year warrants exercisable for 10,000 shares of Common Stock at an exercise price of \$2.75 per share (subject to adjustment). One investor, which purchased \$2,250,000 of Units, was also issued additional warrants exercisable for an aggregate of 3,000,000 shares of Common Stock as follows: (i) an 18-month warrant exercisable for 1,500,000 shares of Common Stock at an exercise price of \$2.00 per share (subject to adjustment); (ii) a five-year warrant exercisable for 750,000 shares of Common Stock at an exercise price of \$2.50 per share (subject to adjustment); and (iii) a five-year warrant exercisable for 750,000 shares of Common Stock at an exercise price of \$3.50 per share (subject to adjustment). This investor paid no additional consideration for the additional warrants.

Notes payable	\$ 867,500
Less: unamortized issuance costs	<u>(0)</u>
	\$ 867,500

The outstanding principal of the 8% secured convertible debentures will bear interest at the rate of eight percent (8%) per annum. The Company is to pay interest on any such debenture (i) at the time the holder thereof elects to convert some or all of the principal amount of such debenture into shares of Common Stock, and (ii) upon maturity of such debenture. Interest is payable in cash. Each of the 8% secured convertible debentures is convertible at any time, at the option of the holder, into shares of Common Stock at a conversion price of \$1.50 per share, subject to certain customary adjustments (for example, in the event of a stock split or stock dividend). However, each of the 8% secured convertible debentures provides that a holder will not have the right to convert any portion of such debenture if, after giving effect to the conversion, such holder (together with the holder's affiliates and any other person or entity acting as a group together with such holder or any of the holder's affiliates) would beneficially own more than 4.99% of the number of shares of Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of the debenture. At the holder's election, this beneficial ownership limitation may be changed to 9.99%. After the six month anniversary of the effective date of a registration statement filed by the Company under the Securities Act of 1933, as amended, with the Securities and Exchange Commission covering the resale of the shares of Common Stock to be issued upon conversion of the 8% secured convertible debentures and the shares of Common Stock to be issued upon exercise of the warrants, the Company has the right to force holders of the 8% secured convertible debentures to convert all or any part of the then outstanding principal amount of such debentures into shares of Common Stock, provided that all of the following conditions are met through the date of the forced conversion: the Company shall have honored all conversions and redemptions scheduled to occur or occurring; the Company shall have paid all liquidated damages

and other amounts owing to holders in respect of their debentures; the registration statement enables holders to utilize the prospectus therein to resell all of the shares issuable in accordance with the transaction documents, and the Company, believes, in good faith, that the registration statement will remain effective for the foreseeable future; the Common Stock is trading on a "Trading Market" (defined to include the Nasdaq Over-The-Counter Bulletin Board), and the Company believes, in good faith, that trading of the Common Stock on a Trading Market will continue uninterrupted for the foreseeable future; there is a sufficient number of authorized but unissued and otherwise unreserved shares of Common Stock for the issuance of all the shares issuable under the transaction documents; there is no existing "Event of Default" (as defined in the debentures) or no existing event which, with the passage of time or the giving of notice, would constitute an Event of Default; the issuance of the shares issuable upon conversion in full of the debentures in connection with a forced conversion would not violate the beneficial ownership limitations described above; there has been no public announcement of a pending or proposed "Fundamental Transaction" (as defined in the debentures) or "Change of Control Transaction" (as defined in the debentures) that has not been consummated; the holders are not in possession of any information that constitutes, or may constitute, material non-public information; and for a period of 20 consecutive trading days prior to the applicable date of the forced conversion, the daily trading volume for the Common Stock on the principal Trading Market exceeds 100,000 shares per trading day and the volume weighted average price on each trading day exceeds \$6.00 per share (subject to adjustment for forward and reverse stock splits and the like). The 8% secured convertible debentures also set forth "Milestone Defaults."

A Milestone Default will occur if the Company fails to achieve any of the following, as reported in its periodic filings on Form 10-QSB, 10-KSB or other applicable filings with the Securities and Exchange Commission: revenue exceeding \$12,000,000 and operating income (loss) exceeding (\$2,000,000) for the period of January 1, 2007 through June 30, 2007; revenue exceeding \$29,000,000 and operating income exceeding \$4,000,000 for the period of January 1, 2007 through September 30, 2007; and revenue exceeding \$47,000,000 and operating income exceeding \$10,000,000 for the period January 1, 2007 through December 31, 2007. If a Milestone Default occurs, the holders of the 8% secured convertible debentures can elect to have one-third of the initial principal amount of the debentures, plus accrued and unpaid interest, liquidated damages and other amounts owing in respect thereof, become immediately due and payable at the "Milestone Default Amount." The Milestone Default Amount means the sum of: (i) 120% (in the case of the first Milestone Default), 115% (in the case of the second Milestone Default) or 110% (in the case of the third Milestone Default) of the outstanding principal amount of the debentures; (ii) all accrued and unpaid interest thereon; and (iii) all other amounts, costs, expenses and liquidated damages due in respect of the debentures. Under the terms of a security agreement, by and among the Company, its subsidiaries that have provided a subsidiary guarantee, Asanté Technologies, Inc. and TechnoConcepts, Inc. (Nevada), and the holders of the 8% secured convertible debentures, the Company and such subsidiaries have granted to such holders a security interest in essentially all of their property and assets other than the Company's equity interests in its subsidiaries incorporated in Hong Kong and in the People's Republic of China. Under the terms of the subscription agreements, the Company was required to file within 30 days of the closing, a registration statement to permit the resale of all shares issuable upon conversion of the debt and warrants. The Company has not filed the registration statement within the prescribed time limit. As a result, the Company is required to pay the debenture holder 1% of the purchase price of the registered, or able to be registered, securities for each month until the required registration statement is declared effective.

As of June 30, 2007 the notes payable consisted of the following:

Notes payable	\$ 6,000,000
Less: unamortized issuance costs	<u>(4,583,333)</u>
	\$ 1,416,667

The Company reflected the amortization of the discounts on these 8% secured convertible debenture as interest expense totaling \$1,416,667 for the nine months ended June 30, 2007.

The Company has one consulting agreement that started in May, 2013. The Company has not made any payments due under this consulting agreement. The consulting agreement calls for cash payments every month totaling \$10,000. This consulting agreement has been extended to 2015 but was terminated in December 2014.

NOTE 12 - 10% Secured Promissory Notes

In June 2007, the Company issued secured subordinated promissory notes in the aggregate principal amount of \$2,000,000 and which carry a 10% annual rate of interest on the principal amount of the loan. The Notes will mature

on the date that is the earlier of (i) December 29, 2007, or (ii) the date on which the Company consummates the closing of the Company's next equity financing resulting in at least \$6,000,000 in gross proceeds. The Notes are to be sold in two separate Closings (each a "Closing"). The initial Closing took place on June 29, 2007, with an aggregate investment of \$2,000,000. Under the terms of the Notes, the holders may declare the Notes immediately due and payable upon the occurrence of any of the following events of default, among others: (i) the Company fails to make any principal or interest payments on the date such payments are due and such default is not fully cured within three (3) business days after the occurrence thereof; or (ii) the Company fails to make the payment of any fees and/or liquidated damages under the Notes or the Loan Agreement; or (iii) the Company's material breach of any of the covenants or conditions made in the Loan Agreement, the Note or the other transaction documents. In connection with its entry into the Loan Agreement, the Company is also issuing to the Investors warrants to purchase up to an aggregate of 2,000,000 shares of the Company's common stock with no par value at an initial per share exercise price of \$1.90 and which are exercisable until June 29, 2014. The exercise price of the Loan Warrants is subject to adjustment in the event of certain capital adjustments or similar transactions, such as a stock split or merger or, under certain circumstances, if prior to the expiration of exercise period, the Company sells equity securities (or securities convertible or exercisable into equity securities) at a lower per share exercise price. The holders of the Loan Warrants are entitled to exercise the warrants on a cashless basis at any time following the first anniversary of issuance if, at the time of exercise, there is no effective registration statement covering the resale of the shares of Common Stock issuable upon exercise of the Loan Warrants. On August 15, 2007, a third private investor executed the Loan Agreements (in substantially the same form) and was added to the Investors. The second Closing, in an aggregate principal amount of \$224,800, took place on August 15, 2007, and subsequent Closings, in an aggregate principal amount of an additional \$775,200, are to take place on or before August 31, 2007. In connection with the second and subsequent Closings, the Company expects to issue additional warrants to purchase up to an aggregate of 2,375,000 shares of the Company's common stock with no par value (the "Common Stock") at an initial per share exercise price of \$1.90 (the "Loan Warrants"), each of which are exercisable until seven years from the date of issuance.

Public Company Announcements

During the quarter ending September 30, 2013, the Company made several press releases:

Three press releases were made regarding the reduction of debt of the Company totaling over \$1,200,000.

One press release was a general update on the status of the Company.

One press release was regarding the addition of a Board member and new CEO and the resignation of the previous Board member and CEO.

During the quarter ending December 31, 2013, the Company made no press releases.

During the quarter ending March 31, 2014, the Company one several press release:

One press release regarding the addition of a new president and board member of the Company.

At the beginning of the quarter ending June 30, 2014, the Company acquired the rights to several websites of a projected subsidiary company, Silver Sun Products, Inc. However, the Company decided not to pursue any active business in the cannabis industry and has returned the rights to the websites to its original owner, in exchange for any shares that were issued in connection with the acquisition. The Company is not currently involved in the cannabis industry, nor will it be in the future.

In December 2014 the Company issued a press release regarding the acquisition of certain intellectual property. Both parties have terminated discussions. The Company then entered into a new letter of intent to acquire Alexandria Advantage Warranty Company which is also announced in December 2014.

On January 16, 2015, FINRA approved a name change to the new name of the Company along with a reverse split of 8500 to 1 of the Company's common shares issued and outstanding.

