

# **EVERLERT INC.**

## **Company Information and Disclosure Statement Section One: Issuers' Initial Disclosure Obligations (for Period Ended December 31, 2012)**

### **Everlert, Inc.**

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

**OTCPK: EVLI**

**(CUSIP: 300362 10 0)**

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

**DATED: February 1, 2013**

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.

## **Part A General Company Information**

### ITEM 1. THE EXACT NAME OF THE ISSUER AND ITS PREDECESSOR (IF ANY):

Present Name: Everlert, Inc.  
Prior Name: Not Applicable

### ITEM 2. ADDRESS OF ITS PRINCIPAL EXECUTIVE OFFICES:

#### Corporate Address:

Everlert, Inc.  
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)  
[www.Everlert.net](http://www.Everlert.net)

#### Person Responsible for Investor Relations:

Danny Sioni  
Phone: 818-564-9384  
Email: [dsioni@everlert.net](mailto:dsioni@everlert.net)  
Mailing Address:  
825 S. Primrose Ave, Suite A  
Monrovia, CA 91016

### ITEM 3. THE STATE AND DATE OF INCORPORATION:

Nevada – February 3, 1998.

## **Part B Share Structure**

### ITEM 4. THE EXACT TITLE AND CLASS OF SECURITIES OUTSTANDING:

Trading Symbol: EVLI (OTC: Pink)

<u>Title/Class</u>	<u>Shares Outstanding</u>
Common Stock (CUSIP: 300362 10 0)	689,162,461
Preferred Stock, Class "A"	5,000,000
Preferred Stock "C"	16,000

ITEM 5. PAR OR STATED VALUE AND DESCRIPTION OF THE SECURITY:

A. Par or Stated Value.

Common Stock, 800,000,000 shares authorized; par value \$0.001 per share; 689,162,461 shares issued and outstanding as of December 31, 2012. One share equals one vote, no dividend preference, no pre-emptive rights.

Preferred Stock, Class "A", par value \$0.001, 5,000,000 shares authorized, 5,000,000 shares issued and outstanding.

Preferred Stock, Class "C", par value \$0.001, 5,000,000 shares authorized, 16,000 shares issued and outstanding.

B. Common or Preferred Stock

"Class A" – As of December 31, 2012, 5,000,000 of preferred stock are outstanding and have a conversion feature that may be converted into shares of the Company's common stock on a basis of 2 shares of common stock for 1 share of preferred stock fully paid and non-assessable, non-voting shares of the Company's common stock, subject to law provisions.

"Class C" - As of December 31, 2012, 16,000 shares of preferred stock are outstanding under and have a conversion feature that may be converted into shares of the Company's common stock on a basis of 10 shares of common stock for 1 share of preferred stock. In addition, these shares of preferred stock are callable 2 years from the date of issuance, but before 3 years from the date of issuance at a redemption rate of 110% of the liquidation value. Accordingly, the liquidation value is stated at \$3.00 per share of preferred stock.

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. As of December 31, 2012, the Company had 689,162,461 shares of common stock issued and outstanding.

ITEM 6. THE NUMBER OF SHARES OR TOTAL AMOUNT OF THE SECURITIES OUTSTANDING FOR EACH CLASS OF SECURITIES AUTHORIZED:

- (i) Period end date;  
December 31, 2012

- (ii) Number of shares authorized:  
Everlert, Inc. is authorized by the Articles of Incorporation of the Company to issue eight hundred million (800,000,000) shares of common stock with a par value of \$0.001; five million (5,000,000) shares of class “A” preferred stock are authorized under and have a conversion feature that may be converted into shares of the Company’s common stock on a basis of 2 shares of common stock for 1 share of preferred stock; five million (5,000,000) shares of class “C” preferred stock are authorized and have a conversion feature that may be converted into shares of the Company’s common stock on a basis of 10 shares of common stock for 1 share of preferred stock;
- (iii) Number of shares outstanding:  
Common stock – 689,162,461  
Preferred “A” – 5,000,000  
Preferred “C” – 16,000
- (iv) Freely tradable shares (public float):  
Common Stock – 13,053,723
- (v) Total number of beneficial shareholders:  
215
- (vi) Total number of shareholders of record:  
There are 215 beneficial Shareholders as of December 31, 2012

ITEM 7. THE NAME AND ADDRESS OF THE TRANSFER AGENT:

Pacific Stock Transfer Company  
500 E. Warm Springs Road, Suite 240  
Las Vegas, NV 89119  
(702) 361-3033  
Fax: (702) 433-1979  
<http://www.pacificstocktransfer.com>

Pacific Stock Transfer Company is currently registered with the Securities and Exchange Commission and is a member of the Stock Transfer Association.

## **Part C Business Information**

ITEM 8. THE NATURE OF THE ISSUER’S BUSINESS:

A. Business Development.

1. The form of the organization of the issuer;  
Everlert, Inc. is a Nevada Corporation

2. The year that the issuer was organized;  
Everlert, Inc. was originally incorporated under the laws of the State of Nevada on February 3, 1998.
3. The issuer's fiscal year-end date;  
December 31<sup>st</sup>
4. The Issuer has never been in bankruptcy, receivership or any similar proceeding;
5. Any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets;

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.

6. Any default of the terms of any note, loan, lease, or other indebtedness or financing arrangement requiring the issuer to make payments;

NONE

7. Any change of control;

Yes, as a result of the share exchange transaction with David Hymers with a closing date of November 16, 2012, David Hymers now owns 650,000,000 of the total 689,162,461 shares of Everlert, making him a controlling shareholder of the company.

8. Any increase of 10% or more of the same class of outstanding equity securities;

Yes, as a result of the share exchange transaction with David Hymers with a closing date of November 16, 2012, David Hymers now owns 650,000,000 of the total 689,162,072 outstanding common stock of Everlert, resulting in an increase of more than 10% of all outstanding common stock of the Company.

9. Any past, pending or anticipated stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization;

Yes, as a result of the share exchange transaction with David Hymers approved by the Board on November 15, 2012, Totalpost Services, Inc. is now a wholly owned subsidiary of Everlert, Inc.

Yes, the Company did a 5,000 to 1 share rollback in January 2008.

10. Any delisting of the issuer's securities by any securities exchange or deletion from the OTC Bulletin Board.

No, the Issuer's securities have never been delisted from any securities exchange or been deleted from the OTC Bulletin Board. At the time of the filing of this Information Statement, the Issuer is in non-current reporting status.

11. There are no current, past, pending or threatened legal proceedings or administrative actions either by or against the Issuer that could have a material effect on the Issuer's business, financial condition, or operations and any current, past or pending trading suspensions by a securities regulator.

**B. Business of Issuer.:**

Everlert is a manufacturer and seller of high quality postage ink cartridges that are approved by the US Postal Service (USPS) and owns and manages real estate.

1. the Issuer's primary and secondary SIC Codes;

Primary: 511205 Office Supplies – Wholesale (Totalpost - Subsidiary)

Secondary: 6552 Real Estate - Land Developer (Orpheus - Subsidiary)

2. if the Issuer has never conducted operations, is in the development stage, or is currently conducting operations;

The Company is currently conducting operations and has conducted operations since the inception of the Company.

3. whether the Issuer is or has at any time been a "shell company"

The Company is not nor has it at any time been a "Shell" company as defined by the Securities Act Rule 405.

4. the names of any parent, subsidiary, or affiliate of the issuer, and its business purpose, its method of operation, its ownership, and whether it is included in the financial statements attached to this disclosure statement;

The Issuer owns two subsidiaries named Totalpost Services, Inc. and Orpheus Capital, LLC, which are both included in the consolidated financial statements of the Company. Totalpost Services, Inc. is a wholly owned subsidiary of the Issuer. The Issuer also continues to conduct the real estate segment of its business through Orpheus Capital, LLC, a California Limited Liability Company in which the Company held a 90% partnership interest as of December 31, 2012.

5. the effect of existing or probable governmental regulations on the business;

There are numerous stringent standards required by the USPS and several other national postal services globally. The Company's postage meter cartridges are in compliance with all standards set forth by the USPS and Royal Mail.

6. an estimate of the amount spent during each of the last two fiscal years on research and development activities, and, if applicable, the extent to which the cost of such activities are borne directly by customers;

Totalpost Services, Inc. spends approximately \$30,000 in research and development expenses each year in order to upgrade our systems, production protocols, and be able to remanufacture the latest postage meter ink cartridges offered in the market. The Company pays for all R&D expenses and there is no direct cost to our customers.

7. costs and effects of compliance with environmental laws (federal, state and local); and

None

8. the number of total employees and number of full-time employees

The company employs five full time employees. Once additional funding is received, the Company intends expand its staff to accommodate the expected growth.

#### ITEM 9. THE NATURE OF PRODUCTS OR SERVICES OFFERED:

##### Totalpost Services, Inc. (Subsidiary #1)

- A. 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 are 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 manufactures 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.

- B. 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.

- C. 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, 2012.

- D. 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.

E. 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 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.

F. Dependence on one or a few major customers;

The Company does not depend on a few major customers; rather, it has a reoccurring 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.

G. 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.

H. 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 are in compliance with the standards set forth by the US Postal Service.

Orpheus Capital, LLC (Subsidiary #2)

A. Principal products or services, and their markets;

Orpheus Capital, LLC is engaged in the acquisition, management and disposition of commercial and residential properties for the purpose of making improvements and/or add-ons, which enhance the property, and creates additional value. The Company is actively engaged in the acquisition, enhancement, and disposition of real estate.

B. Distribution methods of the products or services;

The property owned by Orpheus is sold by licensed real estate brokers and agents hired by the Company.

C. 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, 2012.

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

The real estate development and investment market is subject to intense competition. We compete with both established real estate investment firms and a significant number of smaller, but more financially capable real estate investment firms. Most of our competitors have substantially greater financial and marketing resources than we do and may independently develop and/or market superior products and services which may result in our business becoming less competitive. We may not be able to keep pace with these competitors. If we are unable to develop or acquire new products or service capabilities in a timely manner, we may be unable to effectively compete in our chosen markets.

Zoning, past due property taxes, and other regulatory considerations may present obstacles to progress or completion of any real estate project. Currently, the Issuer is not facing any such challenges.

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

Any and all sellers of real estate.

F. Dependence on one or a few major customers;

No, the Company is not dependent of a few major customers.

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

None

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

None

ITEM 10. THE NATURE AND EXTENT OF 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 Exhibits. We believe that the space is adequate for the current operations of the business, as well as the expected growth in the near future.

**Part D Management Structure and Financial Information**

ITEM 11. THE NAME OF THE CHIEF EXECUTIVE OFFICER, MEMBERS OF THE BOARD OF DIRECTORS, AS WELL AS CONTROL PERSONS.

A. 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 Operating Officer of Totalpost Services, Inc.
- 5) Mr. Hymers is compensated \$10,000 a month and his compensation is subject to bonuses based upon the terms of his contract. Mr. Hymers' employment agreement is included with the Exhibits.
- 6) Mr. Hymers is currently not a beneficial owner of the Company's securities of any class.

Secretary/Treasurer/Director

- 1) W. Lee Davidson
- 2) 3920 Birch Street, Suite 102  
Newport Beach, CA 92660
- 3) Mr. Davidson is a CTEC licensed tax preparer with over forty years of tax preparation experience. He is a specialist with Section 1031 transactions and has operated, owned, and managed several businesses in various industries.
- 4) He is partially retired.

- 5) Mr. Davidson is currently contributing his services on an as needed basis and only compensated for expenses incurred. Please refer to Lee's consulting agreement included with the Exhibits.
- 6) Mr. Davidson currently holds 5,000,000 shares Preferred Stock, Class "A" , par value \$0.001; 16,000 shares of Preferred Stock Class "C" par value \$0.001.

**B. Legal/ Disciplinary History**

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;

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. Disclosure of Family Relationships.**

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.

**D. Disclosure of Related Party Transactions.**

Describe any transaction during the issuer's last two full fiscal years and the current fiscal year or any currently proposed transaction, involving the issuer, in which (i) the amount involved exceeds the lesser of \$120,000 or one percent of the average of the issuer's total assets at year-end for its last three fiscal years and (ii) any related person had or will have a direct or indirect material interest. Disclose the following information regarding the transaction:

1. The name of the related person and the basis on which the person is related to the issuer;

David Hymers is the related person and he is the major shareholder of Everlert, Inc's outstanding common shares.

2. The related person's interest in the transaction; David Hymers' interest in the share exchange of his 1,500 shares in Totalpost for 650,000,000 common shares of Everlert gave him an ownership interest of 94.32% of the Totalpost outstanding shares of Everlert.
3. The approximate dollar value involved in the transaction (in the case of indebtedness, disclose the largest aggregate amount of principal outstanding during the time period for which disclosure is required, the amount thereof outstanding as of the latest practicable date, the amount of principal and interest paid during the time period for which disclosure is required, and the rate or amount of interest payable on the indebtedness);

The approximate value of the share is \$365,000

4. The approximate dollar value of the related person's interest in the transaction;

\$365,000

5. Any other information regarding the transaction or the related person in the context of the transaction that is material to investors in light of the circumstances of the particular transaction.

None, not applicable.

E. Disclosure of Conflicts of Interest.

Describe any conflicts of interest. Describe the circumstances, parties involved and mitigating factors for any executive officer or director with competing professional or personal interests.

No conflicts of interest exist.

ITEM 12. FINANCIAL INFORMATION FOR THE ISSUER'S MOST RECENT FISCAL PERIOD:

The financial information of the Issuer are incorporated herein by reference and filed with the OTCMarket. (included in the "Company Financials Section").

ITEM 13. SIMILAR FINANCIAL INFORMATION FOR SUCH PART OF THE TWO PRECEDING FISCAL YEARS AS THE ISSUER OR ITS PREDECESSOR HAS BEEN IN EXISTENCE:

The annual financial statements for the years ending December 31, 2012, December 31, 2011, December 31, 2010, December 31, 2009, December 31, 2008, and December 31, 2007 may be reviewed on the OTCMarkets website, [www.otcm Markets.com](http://www.otcm Markets.com), and are hereby incorporated by reference.

ITEM 14. BENEFICIAL OWNERS

Provide a list of the name, address and shareholdings of all persons beneficially owning

more than five percent (5%) of any class of the issuer's equity securities.  
To the extent not otherwise disclosed, if any of the above shareholders are corporate shareholders, provide the name and address of the person(s) owning or controlling such corporate shareholders and the resident agents of the corporate shareholders.

David Hymers is the beneficial owner of 650,000,000 of the 689,162,461 outstanding commons shares at December 31, 2012, which represents 94.32% of all outstanding shares.

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

ITEM 15. THE NAME, ADDRESS, TELEPHONE NUMBER, AND EMAIL ADDRESS OF EACH OF THE FOLLOWING OUTSIDE PROVIDERS THAT ADVISE THE ISSUER ON MATTERS RELATING TO OPERATIONS, BUSINESS DEVELOPMENT AND DISCLOSURE:

1. Investment Banker – Not applicable

2. Promoters – Not applicable

3. Counsel

The Law Offices of Thomas C. Cook  
500 N. Rainbow Blvd.  
Las Vegas, Nevada  
Tel: (702) 524-9151

4. Accountant –

Pinnacle Tax Services, LLC  
825 S. Primrose Ave.  
Monrovia, CA 91016  
Phone: (877) 224-0217  
Email: [info@pinnacletaxservices.com](mailto:info@pinnacletaxservices.com)

5. Public Relations Consultant –

Danny Sioni  
825 S. Primrose Ave, Suite A  
Monrovia, CA 91016  
Phone: 818-564-9384  
Email: [dsioni@everlert.net](mailto:dsioni@everlert.net)

6. Investor Relations Consultant - Not applicable

7. Any other advisor(s) that assisted, advised, prepared or provided information with respect to this disclosure statement - the information shall include the telephone number and email address of each advisor.

NONE

## ITEM 16. MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION.

The following discussion of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and the notes to those statements included elsewhere in this registration statement. In addition to the historical consolidated financial information, the following discussion and analysis contains forward-looking statements that involve risks and uncertainties. Our business and results of operations are affected by a wide variety of factors. We may experience material fluctuations in future operating results, on a quarterly or annual basis, which could have a material and negative affect our business, financial condition, operating results and stock price. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of certain factors, including those set forth under "Risk Factors" and elsewhere in this Information Statement.

### **Plan of Operations**

The Company acquired 100% of Totalpost Services, Inc. on November 15, 2012 and is now a wholly owned subsidiary. 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 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 businesses worldwide use a postage meter cartridge on a daily basis to fulfill their mailing needs, creating a large demand for our quality cartridges.

Our business plan is to expand and grow our ink cartridge business throughout North America, Asia, and South America while expanding the Totalpost brand and reputation into other highly profitable business markets such as mailroom equipment, mailroom services, returned mail recycling, and disaster planning and recovery for the mail recovery functionality for companies. Totalpost Services, Inc. brings to the Company significant revenue generation (approximately \$800 thousand in 2012 gross revenue) and an empowered new management focus.

The Company also operates Orpheus Capital, LLC and is a 90% owner. Orpheus Capital is engaged in the acquisition, management and disposition of commercial and residential properties for the purpose of making improvements and/or add-ons, which enhance the property, and creates additional value. The Company is actively engaged in the acquisition, enhancement, and disposition of real estate. The Company currently owns 18 properties in Arizona and California, but has no plans to expand its current real estate holdings and intends to focus on its Totalpost Services, Inc. business and operations.

The Company's base of operations is located in Monrovia, California

### **Results of Operations**

We have earned revenue for the period of November 15, 2012 through December 31, 2012 from the acquisition of Totalpost Services, Inc. which will be part of our consolidated financial statements for the year end 2012. As of December 31, 2012 we generated \$154,508.00 revenue per our financial statements. We anticipate that we will earn revenues in the near future but as we are presently in the development stage of our business and we can provide no assurance that we will be able to develop our business to a state that it will generate significant revenues and become profitable.

**Liquidity and Capital Resources**

At December 31, 2012, our total cash on hand at the end of the period was \$ 4,727.00. From the date of inception (October 7, 1987) to December 31, 2012 we have incurred cumulative losses of \$ 4,289,885.00. We attribute our net loss to real estate investment, professional fees, general and administration expenses, startup expenses and from a lack of revenue to offset our real estate operating expenses.

Based on our current operating plan from the acquisition of Totalpost Services, Inc., we do expect to generate revenue that is sufficient to cover our expenses for at least the next twelve months. In addition, we do have sufficient cash and cash equivalents to support our operations for at least the next twelve months. However, we will need to obtain additional financing to expand our business and implement new strategies for the next twelve months. We will raise the capital necessary to fund our business through a private placement and a possible public offering of our common stock. Additional financing, whether through public or private equity or debt financing, arrangements with stockholders or other sources to fund operations, may not be available, or if available, may be on terms unacceptable to us. Our ability to maintain sufficient liquidity is partially dependent on our ability to raise additional capital. If we issue additional equity securities to raise funds, the ownership percentage of our existing stockholders would be diluted. New investors may demand rights, preferences or privileges senior to those of existing holders of our common stock. Debt incurred by us would be senior to equity in the ability of debt holders to make claims on our assets. The terms of any debt issued could impose restrictions on our operations. If adequate funds are not available to satisfy either short or long-term capital requirements, our operations and liquidity could be materially adversely affected and we could be forced to cease operations.

**Off Balance Sheet Arrangements**

N/A

**Part E Issuance History****ITEM 17. LIST OF SECURITIES OFFERINGS AND SHARES ISSUED FOR SERVICES IN THE PAST TWO YEARS:**

The Company issued a total of 13,016,072 common shares to retire certain debts of the Company in December 2012. The shares were issued in pursuant to Rule 4(2) of the Securities Act of 1933.

**Part F Exhibits****ITEM 18. MATERIAL CONTRACTS.**

Please see the following contracts included as Exhibits:

- 1) Employment Agreements
- 2) David Hymers Share Exchange Agreement
- 3) Copy of the current lease of Totalpost's facility.

ITEM 19. ARTICLES OF INCORPORATION AND BYLAWS:

Attached Herein

ITEM 20. PURCHASE OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASER:

ISSUER PURCHASE OF EQUITY SECURITIES				
Period	Column (a) Total Number of Shares Purchased	Column (b) Average Price Paid per Share	Column (C ) Total Number of Share Purchased As Part of Publicly Announced Plans or Programs	Column (d) Maximum Number of Shares that May Yet be Purchased Under the Plans or Programs
15-Nov-12	1,500	\$ 0.00056	0	0
Total	1,500	\$ 0.00056	0	0

The Issuer purchased 1,500 of Totalpost Services, Inc. common shares from David Hymers on November 15, 2012, which represents the total amount of Totalpost's outstanding shares pursuant to the Share Exchange Agreement included with the exhibits.

ITEM 21. ISSUER'S CERTIFICATIONS:

I, Robert L. Hymers III, certify that:

1. I have reviewed this Initial Company Disclosure and Information 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.

Date: February 1, 2013



Robert L. Hymers III  
Chairman of the Board/ CEO

I, W. Lee Davidson, certify that:

1. I have reviewed this Initial Company Disclosure and Information 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.

Date: February\_1, 2013

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

W. Lee Davidson  
Secretary/ Treasurer

EVERLERT INC.

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

**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

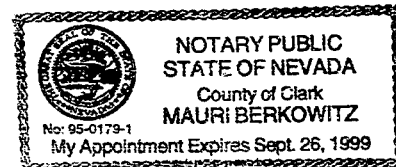
Name: Thomas C. Cook, Esq.  
Address: 3110 S. Valley View, Suite 201  
Las Vegas, Nevada 89102

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.

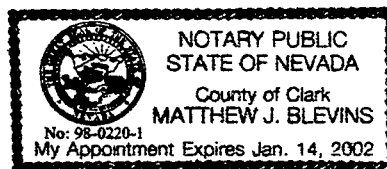
*Thomas C. Cook*

Thomas C. Cook, Esq.

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

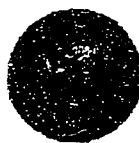
*Matthew J. Blevins*

(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 -**

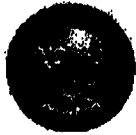
1. Name of corporation: Everlist, Inc.
2. The articles have been amended as follows (provide article numbers, if available):  
Article 4: The aggregate number of shares which the corporation shall have authority to issue shall consist of 800,000,000  
shares of Common Stock having a \$.001 par value. 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>

USE BLACK INK ONLY - DO NOT HIGHLIGHT

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 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.

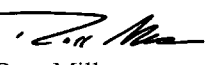
*This form must be accompanied by appropriate fees.*

Nevada Secretary of State AM 78.385 Amend 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.

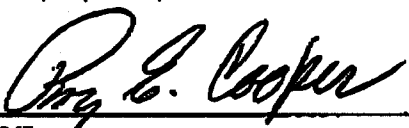
**3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles 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-After  
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.

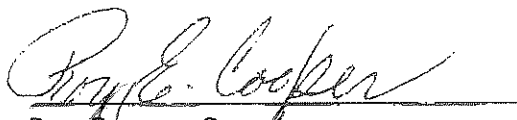
Article X  
AMENDMENTS

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)

**Part ‘F’**

**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



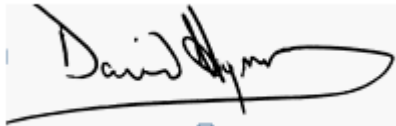
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By: Robert Hymers  
Its: President

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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

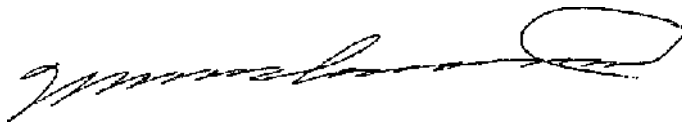
# EVERLERT INC.

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**

# EVERLERT INC.

November 15, 2012

**Lee Davidson**

17842 Irvine Blvd. # 124  
Tustin, CA 92780

**Re: Offer of Employment**

Dear Mr. Davidson:

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 Secretary/Treasurer 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 assisting with 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 the President to draft all board resolutions and corporate actions
- Assisting with mergers/acquisitions and providing all necessary historical information
- Work with the President to properly track all stock issuances
- Managing and Overseeing all Financial and Corporate records
- Assisting the President in each of the following
  - 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 an available resource in the position of Secretary/Treasurer and Director, you will receive a base rate of Forty (\$ 40.00) dollars per hour, on an as need for services basis that shall be calculated and paid to you monthly. Furthermore, the Company may make available an amount of common stock of the

# EVERLERT INC.

company that shall be issued to you out of Treasury in lieu of cash, and calculated based on a Thirty (30%) percent discount to the closing bid, averaged over the last 3 trading days of each month. It is agreed you're your start date under these terms and conditions is to commence on November 15, 2012, or another date mutually agreed upon.

## **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.

## **Services to the Company**

The Company requires that you be available on a need for services basis, and that 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. 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

# EVERLERT INC.

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 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 15, 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

# EVERLERT INC.

you are expressly cancelled and superseded by this offer. Except as otherwise specified in this letter, the 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 15, 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.

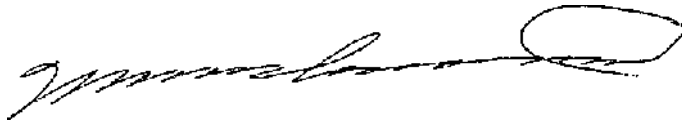
Sincerely,

A handwritten signature in black ink, appearing to read "Robert Hymers".

Robert Hymers, President

**I accept the above offer, and request to begin employment on November 15, 2012:**

Dated: November 15, 2012

A handwritten signature in black ink, appearing to read "Lee Davidson".

---

**Lee Davidson**

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.

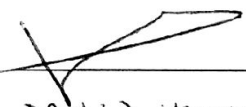
42. **CARPETING DAMAGE AND CHAIRMATS:** Tenant agrees to be responsible for the replacement of carpeting in the demised premises if same shall be damaged by burning, or stains resulting from spilling anything on said carpet, reasonable wear and tear excepted.

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.