IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

SUMMIT TRADING LIMITED, a Bahamian limited company, and MIRADOR CONSULTING, LLC, a Missouri limited liability company,

CASE NO.:

Plaintiff,

VS.

GEORGE LAMBRO, MARLON MULLER, RENE GALIZIO, and NSG FUND, INC., a Florida corporation,

Defendants.		

COMPLAINT

Plaintiffs, SUMMIT TRADING LIMITED, a Bahamian limited company, and MIRADOR CONSULTING, LLC, a Missouri limited liability company, sue defendants GEORGE LAMBRO, MARLON MULLER, RENE GALIZIO, and NSG FUND, INC., a Florida corporation, and state:

- 1. This is an action for damages, exceeding \$15,000.00, exclusive of interest, costs and reasonable attorneys' fees.
- 2. Plaintiff, SUMMIT TRADING LIMITED (hereafter "Summit"), is a Bahamian limited company doing business in Palm Beach County, Florida.
- 3. Plaintiff, MIRADOR CONSULTING, LLC (hereafter "Mirador"), is a Missouri limited liability company doing business in Palm Beach County, Florida.
- 4. Defendant, GEORGE LAMBRO (hereafter "Lambro"), is sui juris, resides and does business in Palm Beach County, Florida.

- 5. Defendant, MARLON MULLER (hereafter "Muller"), is sui juris, and does business in Palm Beach County, Florida.
- 6. Defendant, RENE GALIZIO (hereafter "Galizio"), is sui juris, and does business in Palm Beach County, Florida.
- 7. Defendant, NSG FUND, INC. (hereafter "NSG") is a Florida corporation doing business in Palm Beach County, Florida.
- 8. All events material to this Complaint occurred in Palm Beach County, Florida and Broward County, Florida.

COUNT I - FRAUDULENT INDUCEMENT (as to Lambro and Muller)

- Plaintiff, Summit, realleges the allegations in paragraphs 1 through 8 as if expressly restated herein.
- 10. From February 2013 through April 2013, Lambro and Muller communicated with representatives and shareholders of Summit about the possibility of Lambro and Muller purchasing shares of Fuelstream, Inc. stock (hereafter "FLST") owned by Summit.
- 11. Based upon Lambro's and Muller's representations that they were experienced in public relations and fund raising for public companies, that they would be able to sell the shares without depressing the market price, and that they would advance funds for a public relation campaign, Summit agreed to work with Lambro and Muller to market and sell Summit's shares of FLST.
- 12. Prior to the commencement of a public relations campaign or the deposit of any shares of FLST in escrow, Lambro and Muller introduced Summit to NSG and

- Galizio as potential buyers of its FLST shares, and the plan to market and sell shares elsewhere was abandoned.
- 13. On May 17, 2013, Summit and NSG executed a Stock Purchase Agreement (copy attached as Exhibit A) wherein Summit agreed to sell 500,000 shares of FLST common stock to NSG for the sum of \$1,000,000.00. On May 16, 2013, Summit and Galizio executed a Stock Purchase Agreement (copy attached as Exhibit B) wherein Summit agreed to sell 224,789 shares of FLST common stock to Galizio for the sum of \$449,578.00.
- 14. Summit transferred 500,000 shares of FLST common stock to NSG, as required by the Stock Purchase Agreement, but NSG never paid Summit the purchase price required therein.
- 15. Summit transferred 224,789 shares of FLST common stock to Galizio, as required by the Stock Purchase Agreement, but Galizio never paid Summit the purchase price required therein.
- 16. At all times material to this action, Lambro and Muller represented that they controlled NSG to the representatives and shareholders of Summit.
- 17. Lambro and Muller falsely represented to the representatives and shareholders of Summit that NSG and Galizio would pay the sums due to Summit under the stock purchase agreements (see Exhibits A and B) for the FLST shares transferred to NSG and Galizio. Lambro and Muller knew that they and NSG and Galizio had no intention whatsoever of paying anything to Summit. Lambro and Muller knew that their statements were false and they made the statements with the intention that Summit would rely on the false statements.

- 18. Lambro and Muller falsely represented to the representatives and shareholders of Summit that they would be paid \$1,000,000 for the 500,000 shares of FLST common stock that Summit transferred to NSG and \$449,578 for the 224,789 shares of FLST common stock that Summit transferred to Galizio. Lambro and Muller knew that they, NSG and Galizio never had any intention whatsoever to pay the sums due to Summit. Lambro and Muller knew that their statements were false and they made the statements with the intention that Summit would rely on the false statements.
- 19. Lambro and Muller falsely represented to the representatives and shareholders of Summit that they would both personally guarantee the payments due to Summit for the shares of FLST common stock transferred to NSG and Galizio, while Lambro and Muller had no intention whatsoever of paying Summit for the stock. Lambro and Muller knew that their statements were false and they made the statements with the intention that Summit would rely on the false statements.
- 20. Summit relied upon Lambro and Muller's false statements and were damaged as a result.
- 21. All conditions precedent to the filing of this action occurred or were waived.

WHEREFORE, Plaintiff, SUMMIT TRADING LTD., demands a judgment against Defendants, GEORGE LAMBRO and MARLON MULLER for damages, interest, costs and reasonable attorney's fees. Plaintiff demands a jury trial.

COUNT II - CIVIL CONSPIRACY (as to Lambro, Muller and Galizio)

22. Plaintiff, Summit, realleges the allegations in paragraphs 1 through 21 as if expressly restated herein.

- 23. Lambro, Muller and Galizio told Summit's representatives and shareholders that they were partners.
- 24. Lambro, Muller and Galizio conspired with one another, as had been agreed upon and arranged by them, to fraudulently induce Summit to transfer shares of FLST common stock to Galizio and to NSG, an entity that was purportedly controlled by or affiliated with Lambro, Muller and Galizio.
- 25. In their conspiracy with Galizio, Lambro and Muller made fraudulent statements to Summit's representatives and shareholders, as alleged in Count I herein, in order to unlawfully induce Summit to transfer shares of FLST common stock to Galizio and NSG, entities that were purportedly controlled by or affiliated with Lambro, Muller and Galizio.
- 26. In her conspiracy with Lambro and Muller to fraudulently obtain shares of FLST common stock from Summit, Galizio acted as Lambro and Muller's agent, worked with Summit's representatives to gather all of the materials and information needed from Summit, such as its NOBO list, and provided Summit's representatives with documents that she prepared for the fraudulent transaction. Galizio knew about Lambro and Muller's fraudulent statements to the representatives and shareholders of Summit when she participated with them in the scheme.
- 27. As a result of Lambro, Muller and Galizio's civil conspiracy, Summit transferred 500,000 shares of FLST common stock to NSG and 224,789 shares to Galizio.
- 28. Summit was damaged by Lambro, Muller and Galizio's civil conspiracy.

WHEREFORE, Plaintiff, SUMMIT TRADING LTD., demands a judgment against Defendants, GEORGE LAMBRO, MARLON MULLER and RENE GALIZIO for damages, interest, costs and reasonable attorney's fees. Plaintiff demands a jury trial.

COUNT III - FRAUDULENT INDUCEMENT (as to Lambro and Muller)

- 29. Plaintiff, Mirador, realleges the allegations in paragraphs 1 through 8 as if expressly restated herein.
- 30. From February 2013 through April 2013, Lambro and Muller communicated with representatives and shareholders of Mirador about the possibility of Lambro and Muller purchasing shares of Fuelstream, Inc. stock (hereafter "FLST") owned by Mirador.
- 31. Based upon Lambro's and Muller's representations that they were experienced in public relations and fund raising for public companies, that they would be able to sell the shares without depressing the market price, and that they would advance funds for a public relation campaign, Mirador agreed to work with Lambro and Muller to market and sell Mirador's shares of FLST.
- 32. Prior to the commencement of a public relations campaign or the deposit of any shares of FLST in escrow, Lambro and Muller introduced Mirador to NSG as a potential buyer of its FLST shares, and the plan to market and sell shares elsewhere was abandoned.
- 33. Mirador and NSG executed a Stock Purchase Agreement on May 17, 2014(copy attached as Exhibit C) agreeing to sell 200,000 shares of FLST common stock to NSG for the sum of \$400,000.00.

- 34. Mirador transferred 200,000 shares of FLST common stock to NSG, as required by the Stock Purchase Agreement, but NSG never paid Mirador the purchase price required therein.
- 35. At all times material to this action, Lambro and Muller represented that they controlled NSG to the representatives and shareholders of Mirador.
- 36. Lambro and Muller falsely represented to the representatives and shareholders of Mirador that NSG would pay the sums due to Mirador under the stock purchase agreement (see Exhibit C) for the FLST shares transferred to NSG. Lambro and Muller knew that they and NSG had no intention whatsoever of paying anything to Mirador. Lambro and Muller knew that their statements were false and they made the statements with the intention that Mirador would rely on the false statements.
- 37. Lambro and Muller falsely represented to the representatives and shareholders of Mirador that they both would personally guarantee the payments due to Summit for the shares of FLST common stock transferred to NSG, as Lambro and Muller had no intention whatsoever of paying Mirador for the stock. Lambro and Muller knew that their statements were false and they made the statements with the intention that Mirador would rely on the false statements.
- 38. Mirador relied upon Lambro and Muller's false statements and was damaged as a result.
- 39. All conditions precedent to the filing of this action occurred or were waived.

WHEREFORE, Plaintiff, MIRADOR CONSULTING, LLC demands a judgment against Defendants, GEORGE LAMBRO and MARLON MULLER for damages, interest, costs and reasonable attorney's fees. Plaintiff demand a jury trial.

COUNT IV - CIVIL CONSPIRACY (as to Lambro, Muller and Galizio)

- 40. Plaintiff, Mirador, realleges the allegations in paragraphs 1 through 8 and 29 through 39 as if expressly restated herein.
- 41. Lambro, Muller and Galizio told Mirador's representatives and shareholders that they were partners.
- 42. Lambro, Muller and Galizio conspired with one another, as had been agreed upon and arranged by them, to fraudulently induce Mirador to transfer shares FLST common stock to an entity that was purportedly controlled by or affiliated with Lambro, Muller and Galizio.
- 43. In their conspiracy with Galizio, Lambro and Muller made fraudulent statements to Mirador's representatives and shareholders, as alleged in Count I herein, in order to unlawfully induce Mirador to transfer shares of FLST common stock to an entity that was purportedly controlled by or affiliated with Lambro, Muller and Galizio.
- 44. In her conspiracy with Lambro and Muller to fraudulently obtain shares of FLST common stock from Mirador, Galizio acted as Lambro and Muller's agent, worked with Mirador's representatives to gather all of the materials and information need from Mirador, such as its NOBO list, and provided Mirador's representatives with documents that she prepared for the fraudulent transaction. Galizio knew about

- Lambro and Muller's fraudulent statements to the representatives and shareholders of Mirador when she participated with them in the scheme.
- 45. As a result of Lambro, Muller and Galizio's civil conspiracy, Mirador transferred 200,000 shares of FLST common stock to NSG.
- WHEREFORE, Plaintiff, MIRADOR CONSULTING, LLC, demands a judgment against Defendants, GEORGE LAMBRO, MARLON MULLER and RENE GALIZIO for damages, interest, costs and reasonable attorney's fees. Plaintiff demands a jury trial.

46. Mirador was damaged by Lambro, Muller and Galizio's civil conspiracy.

COUNT V - BREACH OF STOCK PURCHASE AGREEMENT (as to NSG)

- 47. Plaintiff, Summit, realleges the allegations in paragraphs 1 through 8 as if expressly restated herein.
- 48. On May 16, 2013, Summit and NSG entered into the Stock Purchase Agreement attached as Exhibit A.
- 49. Summit transferred 500,000 shares of FLST common stock to NSG, pursuant to their Stock Purchase Agreement (see Exhibit A).
- 50.NSG breached the Stock Purchase Agreement and never paid the sum of \$1,000,000.00 due to Summit.
- 51. Summit demanded payment from NSG or the return of the FLST shares, but NSG has not complied with Summit's demands.
- 52. Summit was damaged by NSG's breach of the Stock Purchase Agreement.
- 53. Summit is entitled to an award of attorney's fees and costs under the Stock Purchase Agreement.

54. Summit performed all of its obligations under the stock purchase agreement, and all conditions precedent to filing of action occurred or were waived.

WHEREFORE, Plaintiff, SUMMIT TRADING LTD, demands a judgment against Defendant, NSG FUND, INC., a Florida corporation, for damages, interest, court costs and reasonable attorneys' fees. Plaintiff demands a jury trial.

COUNT VI - BREACH OF STOCK PURCHASE AGREEMENT (as to Galizio)

- 55. Plaintiff, Summit, realleges the allegations in paragraphs 1 through 8 as if expressly restated herein.
- 56. On May 16, 2013, Summit and Galizio entered into the Stock Purchase Agreement attached as Exhibit B.
- 57. Summit transferred 224,789 shares of FLST common stock to Galizio, pursuant to their Stock Purchase Agreement (see Exhibit B).
- 58. Galizio breached the Stock Purchase Agreement and never paid the sum of \$449,578.00 due to Summit.
- 59. Summit demanded payment from Galizio or the return of the FLST shares, but Galizio has not complied with Summit's demands.
- 60. Summit was damaged by NSG's breach of the Stock Purchase Agreement.
- 61. Summit is entitled to an award of attorney's fees and costs under the Stock Purchase Agreement.
- 62. Summit performed all of its obligations under the stock purchase agreement, and all conditions precedent to filing of action occurred or were waived.

WHEREFORE, Plaintiff, SUMMIT TRADING LTD, demands a judgment against Defendant, RENEE GALIZIO, for damages, interest, court costs and reasonable attorneys' fees. Plaintiff demands a jury trial.

COUNT VII - BREACH OF STOCK PURCHASE AGREEMENT (as to NSG)

- 63. Plaintiff, Mirador, realleges the allegations in paragraphs 1 through 8 as if expressly restated herein.
- 64. On May 17, 2013, Mirador and NSG entered into the Stock Purchase Agreement attached as Exhibit C.
- 65. On or around May 15, 2013, Mirador transferred 200,000 shares of FLST common stock to NSG, pursuant to the Stock Purchase Agreement.
- 66. NSG breached the Stock Purchase Agreement and never paid the sum of \$400,000 due to Mirador.
- 67. Mirador demanded payment from NSG or the return of the FLST shares, but NSCG has not complied with Mirador's demands.
- 68. Mirador was damaged by NSG's breach of the Stock Purchase Agreement.
- 69. Mirador is entitled to an award of attorney's fees and costs under the Stock Purchase Agreement.
- 70. Mirador performed all of its obligations under the stock purchase agreement, and all conditions precedent to filing this action occurred or were waived.

WHEREFORE, Plaintiff, MIRADOR CONSULTING, LLC, demands a judgment against Defendant, NSG FUND, INC., a Florida corporation, for damages, interest, court costs and reasonable attorneys' fees. Plaintiff demands a jury trial.

COUNT VIII - BREACH OF VERBAL CONTRACT (as to Lambro and Muller)

- 71. Plaintiff, Summit, realleges the allegations in paragraphs 1 through 8 as if expressly restated herein.
- 72. On or before May 15, 2013, Lambro and Muller stated to the representatives and shareholders of Summit that Lambro and Muller controlled NSG and Galizio and verbally offered to market Summit's shares of FLST common stock and split the profits of shares sold 60/40 if Summit would transfer the shares to NSG and Galizio for Lambro and Muller to sell them.
- 73. Summit accepted Lambro and Muller's offer and transferred 500,000 shares of FLST common stock to NSG on or around May 15, 2013, and 224,789 shares of FLST common stock to Galizio on or around May 15, 2013.
- 74. Lambro and Muller never marketed, sold and split the profits of the shares of FLST common stock that Summit transferred to NSG and Galizio, in breach of their verbal agreement with Summit.
- 75. Summit demanded the return of the FLST common stock transferred to NSG and Galizio, or an accounting for the shares sold and the agreed upon split of profits, but Lambro and Muller never complied.
- 76. Summit was damaged by Lambro and Muller's breach of their verbal agreement to market, sell and split the profits of FLST shares that Summit transferred to NSG and Galizio.
- 77. Summit performed all of its obligations under its verbal agreement with Lambro and Muller, and all conditions precedent to filing this action occurred or were waived.

WHEREFORE, Plaintiff, SUMMIT TRADING LTD, demands a judgment against Defendants, GEORGE LAMBRO and MARLON MULLER, for damages, interest, costs and reasonable attorney's fees. Plaintiff demands a trial by jury.

COUNT IX - BREACH OF VERBAL CONTRACT (as to Lambro and Muller)

- 78. Plaintiff, Mirador, realleges the allegations in paragraphs 1 through 8 as if expressly restated herein.
- 79. On or before May 15, 2013, Lambro and Muller stated to the representatives and shareholders of Mirador that Lambro and Muller controlled NSG and verbally offered to market Mirador's shares of FLST common stock and split the profits of shares sold 60/40 if Mirador would transfer the shares to NSG for Lambro and Muller to sell them.
- 80. Mirador accepted Lambro and Muller's offer and transferred 200,000 shares of FLST common stock to NSG on or around May 15, 2013.
- 81. Lambro and Muller never marketed, sold and split the profits of the shares of FLST common stock that Mirador transferred to NSG, in breach of their verbal agreement with Mirador.
- 82. Mirador demanded the return of the FLST common stock transferred to NSG and Galizio, or an accounting for the shares sold and the agreed upon split of profits, but Lambro and Muller never complied.
- 83. Mirador was damaged by Lambro and Muller's breach of their verbal agreement to market, sell and split the profits of FLST shares that Mirador transferred to NSG.

84. Mirador performed all of its obligations under its verbal agreement with Lambro and Muller, and all conditions precedent to filing this action occurred or were waived.

WHEREFORE, Plaintiff, MIRADOR CONSULTING, LLC, demands a judgment against Defendants, GEORGE LAMBRO and MARLON MULLER, for damages, interest, costs and reasonable attorney's fees. Plaintiff demands a trial by jury.

COUNT X -- BREACH OF GUARANTY (as to Lambro)

- 85. Plaintiff, Summit, realleges the allegations in paragraphs 1 through 8 as if expressly restated herein.
- 86. On May 16, 2013, Lambro signed a Guaranty (Exhibit D) stating that he would guaranty the payments due to Summit under its Stock Purchase Agreements with NSG (Exhibit A) and Galizio (Exhibit B).
- 87. Summit relied upon Lambro's Guaranty when it entered into the Stock Purchase Agreements with NSG and Galizio and performed its duties thereunder.
- 88. Summit performed its duties under the Stock Purchase Agreement with NSG and transferred 500,000 shares of FLST common stock to NSG, but NSG breached its duties under the Stock Purchase Agreement and never paid anything to Summit.
- 89. Summit performed its duties under the Stock Purchase Agreement with Galizio and transferred 224,789 shares of FLST common stock to Galizio, but Galizio breached her duties under the Stock Purchase Agreement and never paid anything to Summit.

- 90. Summit demanded that NSG and Galizio pay the money due to Summit under the Stock Purchase Agreements or that NSG and Galizio return the FLST stock that Summit transferred them, but NSG and Galizio failed to comply with Summit's demands.
- 91. Upon information and belief, Lambro gained a financial benefit from Summit's transfers of FLST stock to NSG and Galizio.
- 92. Summit notified Lambro of the breach of Summit's Stock Purchase Agreements with NSG and Galizio and demanded that Lambro perform his duties under the Guaranty.
- 93. Lambro failed to comply with Summit's demand and remains in breach of the Guaranty.
- 94. Summit was damaged by Lambro's breach of the Guaranty.
- 95. Summit is entitled to an award of attorney's fees and costs under the Guaranty.
- 96. Summit performed all of its duties under the Guaranty, and all conditions precedent to filing this action occurred or were waived.

WHEREFORE, Plaintiff, SUMMIT TRADING LTD, demands a judgment against Defendant, GEORGE LAMBRO, for damages, interest, court costs and reasonable attorney's fees. Plaintiff demands a jury trial.

COUNT XI - BREACH OF GUARANTY (as to Lambro)

97. Plaintiff, Mirador, realleges the allegations in paragraphs 1 through 8 as if expressly restated herein.

- 98. On May 16, 2013, Lambro signed a Guaranty (Exhibit E) stating that he would guaranty the payments due to Mirador under its Stock Purchase Agreements with NSG (Exhibit C).
- 99. Mirador relied upon Lambro's Guaranty when it entered into the Stock Purchase Agreement with NSG and performed its duties thereunder.
- 100. Mirador performed its duties under the Stock Purchase Agreement and transferred 200,000 shares of FLST common stock to NSG, but NSG breached its duties under the Stock Purchase Agreement and never paid anything to Mirador.
- 101. Mirador demanded that NSG pay the money due to Mirador under the Stock

 Purchase Agreement or that NSG return the FLST stock that Mirador

 transferred to NSG, but NSG failed to comply with Mirador's demands.
- 102. Upon information and belief, Lambro gained a financial benefit from Mirador's transfer of FLST stock to NSG.
- 103. Mirador notified Lambro of the breach of Mirador's Stock Purchase Agreement with NSG and demanded that Lambro perform his duties under the Guaranty.
- 104. Lambro failed to comply with Mirador's demand and remains in breach of the Guaranty.
- 105. Mirador was damaged by Lambro's breach of the Guaranty.
- 106. Mirador is entitled to an award of attorney's fees and costs under the Guaranty.
- 107. Mirador performed all of its duties under the Guaranty, and all conditions precedent to filing this action occurred or were waived.

WHEREFORE, Plaintiff, MIRADOR CONSULTING, LLC, demands a judgment against Defendant, GEORGE LAMBRO, for damages, interest, court costs and reasonable attorney's fees. Plaintiff demands a jury trial.

COUNT XII - UNJUST ENRICHMENT (as to NSG)

- 108. Plaintiff, Summit, realleges the allegations in paragraphs 1 through 8 as if expressly restated herein.
- 109. Summit conferred a benefit on NSG by transferring 500,000 shares of FLST common stock to NSG.
- 110. NSG has knowledge that Summit transferred 500,000 shares of FLST common stock to NSG.
- 111. NSG accepted and retained the benefits of the 500,000 shares of FLST common stock that Summit transferred to NSG.
- 112. NSG failed to pay a fair value to Summit for the 500,000 shares of FLST common stock that Summit transferred to NSG, and the circumstances are such that it would be inequitable for NSG to retain the benefit of the transfer of FLST stock by Summit without paying a fair value to Summit for it.

WHEREFORE, Plaintiff, SUMMIT TRADING LTD, demands a judgment against Defendant, NSG FUND, INC., a Florida corporation, for damages, interest, court costs and reasonable attorneys' fees. Plaintiff demands a jury trial.

COUNT XIII - UNJUST ENRICHMENT (as to Galizio)

113. Plaintiff, Summit, realleges the allegations in paragraphs 1 through 8 as if expressly restated herein.

- 114. Summit conferred a benefit on Galizio by transferring 224,789 shares of FLST common stock to Galizio.
- 115. Galizio has knowledge that Summit transferred 224,789 shares of FLST common stock to Galizio.
- 116. Galizio accepted and retained the benefits of the 224,789 shares of FLST common stock that Summit transferred to Galizio.
- 117. Galizio failed to pay a fair value to Summit for the 224,789 shares of FLST common stock that Summit transferred to Galizio, and the circumstances are such that it would be inequitable for Galizio to retain the benefit of the transfer of FLST stock by Summit without paying a fair value to Summit for it.

WHEREFORE, Plaintiff, SUMMIT TRADING LTD, demands a judgment against Defendant, RENEE GALIZIO, for damages, interest, court costs and reasonable attorneys' fees. Plaintiff demands a jury trial.

COUNT XIV - UNJUST ENRICMENT (as to NSG)

- 118. Plaintiff, Mirador, realleges the allegations in paragraphs 1 through 8 as if expressly restated herein.
- 119. Mirador conferred a benefit on NSG by transferring 200,000 shares of FLST common stock to NSCG.
- 120. NSG has knowledge that Mirador transferred 200,000 shares of FLST common stock to NSG.
- 121. NSG accepted and retained the benefits of the 200,000 shares of FLST common stock that Mirador transferred to NSG.

122. NSG failed to pay a fair value to Mirador for the 200,000 shares of FLST common stock that Mirador transferred to NSG, and the circumstances are such that it would be inequitable for the NSG to retain the benefit of the transfer of FLST stock by Mirador without paying a fair value to Mirador for it.

WHEREFORE, Plaintiff, MIRADOR CONSULTING LLC, demands a judgment against Defendant, NSG FUND, INC., a Florida corporation, for damages, interest, court costs and reasonable attorneys' fees. Plaintiff demands a jury trial.

Respectfully submitted,

Stuart Reed, Esq.

Fla. Bar No. 0966312

Legal and Compliance, LLC

3001 W. Hallandale Beach Blvd., Suite 304

Hallandale Beach, FL 33009

Tel: (954) 874-2935

StuartReedEsq@aol.com

EXHIBIT A

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement is entered into as of May 14, 2013, by and between Summit Trading LTD. ("Seller") and NSG Fund, Inc. ("Purchaser").

RECITALS

WHEREAS, Fuelstream, Inc. ("FLST") is a publicly-traded company: and

WHEREAS. Purchaser desires to acquire certain Five Hundred Thousand (500,000) shares of FLST common stock (the "Subject Shares") from Seller; and

WHEREAS, Seller desires to sell the Subject Shares to Purchaser on the terms and conditions set forth in this Agreement

WITNESSETH:

THEREFOR, the Agreement of the parties, the promises of each being consideration for the promises of the other:

DISCLOSURES

With respect to information regarding FLST, Purchaser hereby acknowledges that it has had the opportunity to review all of the documents of FLST filed with the Securities and Exchange Commission through EDGAR (the "FLST SEC Documents"), and that it has had the opportunity to ask questions of and receive answers from, Seller regarding such public disclosure documents, Further, Purchaser understands and acknowledges that FLST is a development-stage company and may never earn a profit.

PURCHASE AND SALE

Seller hereby sells to Purchaser and Purchaser hereby purchases from Seller the Subject Shares, a total of 500,000 shares of FLST common stock. The Subject Shares shall be sold to Purchaser at the price and subject to all of the terms and conditions set forth herein.

PURCHASE PRICE

Purchaser shall deliver to Seller the sum of \$1,000,000 (the Purchase Price") in payment of the Subject Shares, which payment shall be delivered as provided in paragraphs IV herein below.

PAYMENT

Within thirty (30) business days of the mutual execution of this Agreement, Purchaser shall deliver a sum of cash equal to the Purchase Price to Summit Trading LTD., at 120 Flagler Avenue New Smyrna Beach, FL 32168.

DELIVERY OF THE SUBJECT SHARES

As soon as is practicable following the mutual execution of this Agreement, Seller shall transfer Five Hundred Thousand (500,000) common shares of FLST to NSG Fund, Inc. via Electronic Transfer.

THE CLOSING

The Closing will take place at the offices of Summit Trading LTD. 120 Flagler Avenue New Smyrna Beach, FL 32168

Immediately after the Closing said shares will immediately be put into an ACAT transfer or DWAC.

REPRESENTATATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser:

- A. No Legal Disability. Seller is under no legal disability with respect to his entering into, and performing under this Agreement.
- B. <u>Status of the Subject Shares</u>. The Subject Shares are duly and validly issued, fully paid and non-assessable.
- C. <u>Undisclosed or Contingent Liabilities</u>. To the best knowledge of Seller, FLST has no material undisclosed or contingent liabilities.
- D. <u>Litigation</u>. FLST is not a party to any suit, action, proceeding, investigation or labor dispute (collectively "actions") pending or currently threatened against it other than administrative matters arising in the ordinary course of business.

REPRESENTATIONS AND WARRANTIES OF PURCHASER

- A. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation has all requisite corporate power to enter into, and perform under, this Agreement.
- B. Purchaser represents and warrants that it understands that not all of the Subject Shares has been registered under the Securities Act of 1933, as amended (the "Securities Act"), and that the remainder of the Subject Shares has not been so registered under the Securities Act or any applicable state securities laws.

MISCELLANEOUS

- A. <u>Survival of Covenants</u>. Unless otherwise waived as provided herein, all covenants, agreements, representations and warranties of the parties made in this Agreement and in the financial statements or other written information delivered or furnished in connection therewith and herewith shall survive the Closing hereunder, and shall be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- B. <u>Arbitration</u>. In the event of a dispute between the parties hereto that arises out of this Agreement, the parties hereby agree to submit such dispute to arbitration before the American Arbitration Association (the "Association") at its Palm Beach, Florida, offices, in accordance with the then-current rules of the Association; the award given by the arbitrators shall be binding and a

judgment can be obtained on any such award in any court of competent jurisdiction. It is expressly agreed that the arbitrators, as part of their award, can award attorney's fees to the prevailing party.

- C. Governing Law. This Agreement shall be deemed to be a contract made under, governed by and construed in accordance with the substantive laws of the State of Florida.
- D. <u>Counterparts</u>. This Agreement may be executed simultaneously in counterparts, each of which when executed and delivered shall be taken to be an original; but such counterparts shall together constitute but one and the same documents.
- E. <u>Successors and Assigns</u>. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns and administrators of the parties hereto.
- F. <u>Entire Agreement</u>. This Agreement, the other agreements and the other documents delivered pursuant hereto and thereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first above written.

"SELLER":

Summit Trading LTD.

Attorney in Fact Richard Fixaris

Date

"PURCHASER":

NSG Fund, Inc.

Date

EXHIBIT B

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement is entered into as of May 16, 2013, by and between Summit Trading LTD. ("Seller") and Renee Galizio ("Purchaser").

RECITALS

WHEREAS. Fuelstream, Inc. ("FLST") is a publicly-traded company; and

WHEREAS, Purchaser desires to acquire certain Two Hundred Twenty Four Thousand Seven Hundred Eighty-Nine (224,789) shares of FLST common stock (the "Subject Shares") from Seller; and

WHEREAS. Seller desires to sell the Subject Shares to Purchaser on the terms and conditions set forth in this Agreement

WITNESSETH:

THEREFOR, the Agreement of the parties, the promises of each being consideration for the promises of the other:

DISCLOSURES

With respect to information regarding FLST, Purchaser hereby acknowledges that it has had the opportunity to review all of the documents of FLST filed with the Securities and Exchange Commission through EDGAR (the "FLST SEC Documents"), and that it has had the opportunity to ask questions of and receive answers from, Seller regarding such public disclosure documents, Further, Purchaser understands and acknowledges that FLST is a development-stage company and may never earn a profit.

PURCHASE AND SALE

Seller hereby sells to Purchaser and Purchaser hereby purchases from Seller the Subject Shares, a total of Two Hundred Twenty Four Thousand Seven Hundred Eighty-Nine (224,789) shares of FLST common stock. The Subject Shares shall be sold to Purchaser at the price and subject to all of the terms and conditions set forth herein.

PURCHASE PRICE

Purchaser shall deliver to Seller the sum of \$449,578.00 (the "Purchase Price") in payment of the Subject Shares, which payment shall be delivered as provided in paragraphs IV herein below.

PAYMENT

Within thirty (30) business days of the mutual execution of this Agreement, Purchaser shall deliver a sum of cash equal to the Purchase Price to Summit Trading LTD., at 120 Flagler Avenue New Smyrna Beach, FL 32168.

DELIVERY OF THE SUBJECT SHARES

As soon as is practicable following the mutual execution of this Agreement. Seller shall transfer Two Hundred Twenty Four Thousand Seven Hundred Eighty-Nine (224,789) common shares of FLST to Renee Galizio via Electronic Transfer.

THE CLOSING

The Closing will take place at the offices of Summit Trading LTD. 120 Flagler Avenue New Smyrna Beach, FL 32168

Immediately after the Closing said shares will immediately be put into an ACAT transfer or DWAC.

REPRESENTATATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser:

- A. No Legal Disability. Seller is under no legal disability with respect to his entering into, and performing under this Agreement.
- B. <u>Status of the Subject Shares</u>. The Subject Shares are duly and validly issued, fully paid and non-assessable.
- C. <u>Undisclosed or Contingent Liabilities</u>. To the best knowledge of Seller, FLST has no material undisclosed or contingent liabilities.
- D. <u>Litigation</u>. FLST is not a party to any suit, action, proceeding, investigation or labor dispute (collectively "actions") pending or currently threatened against it other than administrative matters arising in the ordinary course of business.

REPRESENTATIONS AND WARRANTIES OF PURCHASER

- A. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation has all requisite corporate power to enter into, and perform under, this Agreement.
- B. Purchaser represents and warrants that it understands that not all of the Subject Shares has been registered under the Securities Act of 1933, as amended (the "Securities Act"), and that the remainder of the Subject Shares has not been so registered under the Securities Act or any applicable state securities laws.

MISCELLANEOUS

A. <u>Survival of Covenants</u>. Unless otherwise waived as provided herein, all covenants, agreements, representations and warranties of the parties made in this Agreement and in the financial statements or other written information delivered or furnished in connection therewith and herewith shall survive the Closing hereunder, and shall be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

- B. Arbitration. In the event of a dispute between the parties hereto that arises out of this Agreement, the parties hereby agree to submit such dispute to arbitration before the American Arbitration Association (the "Association") at its Palm Beach, Florida, offices, in accordance with the then-current rules of the Association; the award given by the arbitrators shall be binding and a judgment can be obtained on any such award in any court of competent jurisdiction. It is expressly agreed that the arbitrators, as part of their award, can award attorney's fees to the prevailing party.
- C. Governing Law. This Agreement shall be deemed to be a contract made under, governed by and construed in accordance with the substantive laws of the Bahamas.
- D. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which when executed and delivered shall be taken to be an original: but such counterparts shall together constitute but one and the same documents.
- E. <u>Successors and Assigns</u>. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns and administrators of the parties hereto.
- F. Entire Agreement. This Agreement, the other agreements and the other documents delivered pursuant hereto and thereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first above written.

"SELLER":

"PURCHASER":

Summit Tracing U

Attorney in Fact

Richard Fixaris

Date

mala

EXHIBIT C

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement is entered into as of May 14, 2013, by and between Mirador Consulting, LLC ("Seller") and NSG Fund, Inc. ("Purchaser").

RECITALS

WHEREAS, Fuelstream, Inc. ("FLST") is a publicly-traded company: and

WHEREAS, Purchaser desires to acquire certain Two Hundred Thousand (200,000) shares of FLST common stock (the "Subject Shares") from Seller; and

WHEREAS, Seller desires to sell the Subject Shares to Purchaser on the terms and conditions set forth in this Agreement

WITNESSETH:

THEREFORE, the Agreement of the parties, the promises of each being consideration for the promises of the other:

DISCLOSURES

With respect to information regarding FLST, Purchaser hereby acknowledges that it has had the opportunity to review all of the documents of FLST filed with the Securities and Exchange Commission through EDGAR (the "FLST SEC Documents"), and that it has had the opportunity to ask questions of and receive answers from, Seller regarding such public disclosure documents, Further, Purchaser understands and acknowledges that FLST is a development-stage company and may never earn a profit.

PURCHASE AND SALE

Seller hereby sells to Purchaser and Purchaser hereby purchases from Seller the Subject Shares, a total of Two Hundred Thousand (200,000) shares of FLST common stock. The Subject Shares shall be sold to Purchaser at the price and subject to all of the terms and conditions set forth herein.

PURCHASE PRICE

Purchaser shall deliver to Seller the sum of \$400,000.00 (the Purchase Price") in payment of the Subject Shares, which payment shall be delivered as provided in paragraphs IV herein below.

PAYMENT

Within thirty (30) business days of the mutual execution of this Agreement, Purchaser shall deliver a sum of cash equal to the Purchase Price to Mirador Consulting, LLC, at 7300 N. Federal Highway, Suite 207, Boca Raton, FL 33487-1631.

DELIVERY OF THE SUBJECT SHARES

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As soon as is practicable following the mutual execution of this Agreement, Seller shall transfer Two Hundred Thousand (200,000) common shares of FLST to NSG Fund. Inc. via Electronic Transfer.

THE CLOSING

The Closing will take place at the offices of Mirador Consulting, LLC, at 7300 N. Federal Highway, Suite 207, Boca Raton, FL 33487-1631.

Immediately after the Closing said shares will immediately be put into an ACAT transfer or DWAC.

REPRESENTATATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser:

- A. No Legal Disability. Seller is under no legal disability with respect to his entering into, and performing under this Agreement.
- B. Status of the Subject Shares. The Subject Shares are duly and validly issued, fully paid and non-assessable.
- C. <u>Undisclosed or Contingent Liabilities</u>. To the best knowledge of Seller, FLST has no material undisclosed or contingent liabilities.
- D. <u>Litigation</u>. FLST is not a party to any suit, action, proceeding, investigation or labor dispute (collectively "actions") pending or currently threatened against it other than administrative matters arising in the ordinary course of business.

REPRESENTATIONS AND WARRANTIES OF PURCHASER

- A. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation has all requisite corporate power to enter into, and perform under, this Agreement.
- B. Purchaser represents and warrants that it understands that not all of the Subject Shares has been registered under the Securities Act of 1933, as amended (the "Securities Act"), and that the remainder of the Subject Shares has not been so registered under the Securities Act or any applicable state securities laws.

MISCELLANEOUS

A. <u>Survival of Covenants</u>. Unless otherwise waived as provided herein, all covenants, agreements, representations and warranties of the parties made in this Agreement and in the financial statements or other written information delivered or furnished in connection therewith and herewith shall survive the Closing hereunder, and shall be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

- B. Arbitration. In the event of a dispute between the parties hereto that arises out of this Agreement, the parties hereby agree to submit such dispute to arbitration before the American Arbitration Association (the "Association") at its Palm Beach, Florida, offices, in accordance with the then-current rules of the Association; the award given by the arbitrators shall be binding and a judgment can be obtained on any such award in any court of competent jurisdiction. It is expressly agreed that the arbitrators, as part of their award, can award attorney's fees to the prevailing party.
- C. Governing Law. This Agreement shall be deemed to be a contract made under, governed by and construed in accordance with the substantive laws of the State of Florida.
- D. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which when executed and delivered shall be taken to be an original; but such counterparts shall together constitute but one and the same documents.
- E. Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns and administrators of the parties hereto.
- F. Entire Agreement. This Agreement, the other agreements and the other documents delivered pursuant hereto and thereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first above written.

"SELLER":

Mirador Consulting, LLC
MANASING MEMBER

NSG Fand, Inc.

"PURCHASES

EXHIBIT D

GUARANTY

This GUARANTY (this "Guaranty"), is dated as of May 16, 2013, is made by George W. Lambro, personally, signatory hereto on the date hereof ("Guarantor"), in favor of the Sellers Summit Trading Limited a Bahamian Corporation and Mirador Consulting, ELC a Missouri Corporation.

WITNESSETH:

WHEREAS, pursuant to a Securities Purchase Agreement of Securities, dated as of May 16, 2013, (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Purchase Agreement"), by and among NSG Fund and Renee Gulizio, teach the "Purchaser") and Summit Trading, Ital: Mirador Consulting, LLC (the "Seller"), Purchaser is purchasing certain shares of Lucistream, Inc common stock from Seller:

WHI REAS, as a condition precedent to the entry into the Purchase Agreement, Seller requires Cuarantor to execute and deliver this Guaranty

WHIRHAS, it is in the best interests of the Guarantor to execute this Guaranty inasmuch as such Guarantor will derive substantial direct and indirect benefits from the Purchase Agreement:

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Purchasers to purchase the Purchased Securities, each Guarantor jointly and severally agrees, for the benefit of each Purchaser, as follows:

ARTICLE, U

DEFINITIONS

SECTION 1.1 Agreement Definitions. I nless otherwise defined herein or the context otherwise requires, terms used in this Guaranty, including its preamble and recitals, have the meanings provided in the Purchase Agreement.

ARTICLE II

GUARANTY PROVISIONS

- SECTION 2.1. Guaranty Guarantor hereby absolutely, unconditionally and irrevocably
- (a) guarantees the full and punctual payment when due of all obligations whatsoever of the Purchaser under the Purchase Agreement, and
- (b) indemnifies and holds harmless the Seller for any and all costs and expenses (including reasonable attorney's fees and expenses) incurred by such Seller, in enforcing any rights under this Quaranty;
- however the Guarantor shall be liable under this Guaranty only for the maximum amount of such liability that can be hereby incurred without rendering this Guaranty, as it relates to such Guarantor, widable under applicable law relating to fraudulent conveyance

or fraudulent transfer, and not for any greater amount. This Guaranty constitutes a guaranty of payment when due and not of collection, and the Guarantor specifically agrees that it shall not be necessary or required that the Seller exercise any right, assert any claim or demand or enforce any remedy whatsoever against the Purchaser (or any other Person) before or as a condition to the obligations of the Guarantor hereunder.

SECTION 2.2. Acceleration of Guaranty. Guarantor agrees that in the event of the dissolution or insolvency of the Purchaser, or the inability or failure of the Purchaser to pay debts as they become due, or an assignment by the Purchaser for the benefit of creditors, or the commencement of any case or proceeding in respect of the Purchaser under any bankruptcy, insolvency or similar laws, and if such event shall occur at a time when any of the obligations of the Purchaser under the Purchase Agreement may not then be due and payable. Guarantor agrees that it will pay to the Seller forthwith the full amount which would be payable hereunder by such Guarantor if all such obligations were then due and payable.

SECTION 2.3. <u>Guaranty Absolute</u>, etc. This Guaranty shall in all respects be a continuing, absolute, unconditional and irrevocable guaranty of payment, and shall remain in full force and effect until all obligations of the Seller under the Purchase Agreement have been paid in full. The liability of the Guarantor under this Guaranty is absolute, unconditional and irrevocable irrespective of:

- (a) any lack of validity, legality or enforceability of any aspect of the Purchase Agreement:
 - (b) the failure of the Seller
 - (i) to assert any claim or demand or to enforce any right or remedy against the Purchaser or any other Person under the provisions of the Purchase Agreement or otherwise or
 - (ii) to exercise any right or remedy against any other guarantor of or collateral securing any obligations of the Purchaser;
- (c) any change in the time, manner or place of payment of, or in any other term of all or any of the obligations of the Purchaser, or any other extension, compromise or renewal of any obligation of the Purchaser;
- (d) any reduction, limitation impairment or termination of any obligations of the Purchaser for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and the Guarantor hereby waives any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality non-genuineness irregularity, compromise, unenforceability of or any other event or occurrence affecting any obligations of the Purchaser, or otherwise:
- (e) any amendment to, rescission waiver or other modification of or any consent to departure from any of the terms of the Purchase Agreement;
- (1) any addition, exchange release surrender or non- perfection of any collateral, or any amendment to or waiver or release or addition of or consent to departure from any other guaranty, held by any Seller securing any of the obligations of the Purchaser; or

(g) any other circumstance which might otherwise constitute a defense other than, the defense of payment in full of the obligations of the Purchaser available to, or a legal or equitable discharge of the Purchaser.

SECTION 2.4. Reinstatement, etc. Guarantor agrees that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment (in whole or in part) of any of the obligations of the Purchaser is reseinded or must otherwise be restored by the Seller upon the insolvency, bankruptcy or reorganization of the Purchaser or otherwise, all as though such payment had not been made.

SECTION 2.5. Waiver, etc. Guarantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the obligations of the Purchaser and this Guaranty and any requirement that the Seller protect secure, perfect or insure any security interest or Lien or any property subject thereto, or exhaust any right or take any action against the Purchaser or any other Person (including any other guarantor) or entity or any collateral securing the obligations of the Purchaser or any other Person, as the case may be,

SECTION 2.6. Postponement of Subrogation, Guarantor agrees that it will not exercise any rights that it may acquire by way of subrogation under this Guaranty by any payment made hereunder or otherwise, until the prior payment, in full and in each of all obligations of the Purchaser under the Purchase Agreement. Any amount paid to such Guarantor on account of any subrogation rights prior to the payment in full of all such obligations shall be held in trust for the benefit of the Seller and shall immediately be paid to the Seller and credited and applied against the obligations, whether matured or unmatured, in accordance with the terms of the Purchase Agreement; provided however that if

- (a) such Guarantor has made payment to the Seller of all or any part of the obligations of the Purchaser under the Purchase Agreement, and
 - (b) all such obligations have been paid in full

SECTION 2.7 Successors, Transferees and Assigns: Transfers of Purchased Securities, etc. This Guaranty shall:

- (a) be binding upon the Oparantor, and his Guarantor's successors, transferees and assigns; and
 - (b) inure to the benefit of and be enforceable by the Seller.

Without limiting the generality of the foregoing the Seller may assign of otherwise transfer (in whole or in part) any portion of its rights under the Purchase Agreement to any other Person or entity, and such other Person or entity shall thereupon become vested with all rights and benefits in respect thereof granted to such Seller under the Purchase Agreement and this Guaranty.

ARTICLE, III

MISCÉLI ANEOUS PROVISIONS

SECTION 3.1. Binding on Successors, Transferees and Assigns: Assignment, Inaddition to, and not in limitation of Section 2.7 this Guaranty shall be binding upon the Guarantor and his successors, transferees and assigns and shall inure to the benefit of and be enforceable by the Seller and its successors and permitted transferees and assigns to the full extent provided

pursuant to Section 2.7); provided, however that the Guarantor may not assign any of its obligations hereunder without the prior written consent of the Seller.

SECTION 3.2. Amendments, etc. No amendment to or waiver of any provision of this Guaranty shall in any event be effective unless the same shall be approved in accordance with the Purchase Agreement.

SECTION 3.3. <u>Notices.</u> All demands notices, requests, consents and other communications required or permitted under this Guaranty shall be in writing and shall be personally delivered or sent by faesimile machine (with a confirmation copy sent by one of the other methods authorized in this Section) or by commercial overnight delivery service (including Fedl x but excluding the U.S. Postal Service) as set forth below:

If to any Guarantor, addressed to:

George W Lambro 1196 Canyon Way Wellington FL 33414

If to the Seller, addressed to:

Summit Trading Ltd. 120 Flagler Avenue New Smyrna Beach, FL 32169

Notices shall be deemed given upon the earliest to occur of (i) receipt by the party to whom such notice is directed, if hand delivered: (ii) if sent by facsimile machine, on the day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such notice is directed) such notice is sent if sent (as evidenced by the facsimile confirmed receipt) prior to 5:00p.m. Central Time and, if sent after 5:00p.m. Central Time on the day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such notice is directed) after which such notice is sent; or (iii) on the first business day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such notice is directed) following the day the same is deposited with the commercial carrier if sent by commercial overnight delivery service. Each party by notice duly given in accordance therewith may specify a different address for the giving of any notice hereunder.

SECTION 3.4. No Waiver: Remedies. In addition to, and not in limitation of Section 2.3 and Section 2.5 no failure on the part of the Seller to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SFC HON 3.5. Section Captions, Section captions used in this Cuaranty are for convenience of reference only, and shall not affect the construction of this Cuaranty.

SECTION 3.6. <u>Severability</u>. In case any provision of this Guaranty shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Guaranty shall not in any way be affected or impaired thereby

SECTION 3.7 Governing Law, Untire Agreement, etc. THIS GUARANTY SHALE BE*
CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE
STATE OF FLORIDA (WITHOUT GIVING EFFECT TO ANY CONFIGUS OR CHOICE OF AWS PROVISIONS WHICH WOULD CAUSE THE APPLICATION OF THE DOMESTIC
SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION).

SECTION 3.8. Waiver of Juny Trial, GUARANTOR HEREBY VOLUNTARITY JAND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACHON OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS OF ARANTY OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 3.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The immediately following page contains the signatures of the parties,]

will NESS while the statement of the same

Petil Gainja

Gehard J. Fixaris

M.R.V

IN WITNESS WHEREOF, the Selter, Purchaser and Guarantor has executed this Agreement as of the day and year first above written.

GUARANTOR:	
GEORGE W. LAMBRO	
	
NSG FUND:	

A MAY LEADING LITE

RENEE GALIZIO:

MIRADOR CONSULTING, LEC

5/16/13