UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): June 25, 2013

BEACON ENTERPRISE SOLUTIONS GROUP, INC.
(Exact Name of Registrant as Specified in Charter)

Nevada	**000-31355**	**81-0438093**
(State of incorporation)	(Commission File No.)	(IRS Employee Identification No.)

9300 Shelbyville Road, Suite 1020
Louisville, Kentucky 40222
(Address of principal executive offices)

502-657-3501
(Registrant's telephone number, including area code)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

CURRENT REPORT ON FORM 8-K

BEACON ENTERPRISE SOLUTIONS GROUP, INC.

JUNE 25, 2013

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This report contains some forward-looking statements. Forward-looking statements give our current expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. Forward-looking statements include statements regarding, among other things, (a) our projected sales, profitability and cash flows, (b) our growth strategies, (c) anticipated trends in our industries, (d) our future financing plans and (e) our anticipated needs for working capital. They are generally identifiable by use of the words "may," "will," "should," "anticipate," "estimate," "plans," "potential," "projects," "continuing," "ongoing," "expects," "management believes," "we believe," "we intend" or the negative of these words or other variations on these words or comparable terminology. These statements may be found under "Risk Factors" and "Business," as well as in this Current Report on Form 8-K generally. In particular, these include statements relating to future actions, prospective product approvals, future performance or results of current and anticipated sales efforts, expenses, the outcome of contingencies such as legal proceedings, and financial results.

Any or all of our forward-looking statements in this report may turn out to be inaccurate, as a result of inaccurate assumptions we might make or known or unknown risks or uncertainties. Therefore, although we believe that these statements are based upon reasonable assumptions, including projections of operating margins, earnings, cash flows, working capital, capital expenditures and other projections, no forward-looking statement can be guaranteed. Our forward-looking statements are not guarantees of future performance, and actual results or developments may differ materially from the expectations they express. You should not place undue reliance on these forward-looking statements.

Information regarding market and industry statistics contained in this report is included based on information available to us which we believe is accurate. We have not reviewed or included data from all sources, and cannot assure stockholders of the accuracy or completeness of this data. Forecasts and other forward-looking information obtained from these sources are subject to these qualifications and the additional uncertainties accompanying any estimates of future market size, revenue and market acceptance of products and services.

These statements also represent our estimates and assumptions only as of the date that they were made and we expressly disclaim any duty to provide updates to them or the estimates and assumptions associated with them after the date of this filing to reflect events or changes in circumstances or changes in expectations or the occurrence of anticipated events.

We undertake no obligation to publicly update any predictive statement in this report, whether as a result of new information, future events or otherwise, except as otherwise required by law. You are advised, however, to consult any additional disclosures we make in reports we file with the SEC on Form 10-K, Form 10-Q and Form 8-K.

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

Merger Agreement

As previously reported in a Current Report on Form 8-K filed by Beacon Enterprise Solutions Group, Inc. (the "**Company**") on May 14, 2013, on May 10, 2013, the Company entered into an Agreement and Plan of Merger with Beacon Acquisition Sub, LLC, a Delaware limited liability company and wholly owned subsidiary of the Company (the "**Initial Merger Sub**"), and Optos Capital Partners, LLC, a Delaware limited liability company ("**Optos**") which is wholly owned by Focus Venture Partners, Inc., a Nevada corporation ("**Focus**"). Thereafter, on June 19, 2013, the Company, Beacon Acquisition Sub, Inc., a Nevada corporation and wholly owned subsidiary of the Company (the "**Merger Sub**"), and Focus entered into an Amended and Restated Agreement and Plan of Merger (as so amended and restated, the "**Merger Agreement**"). Pursuant to the Merger Agreement, the Merger Sub merged with and into Focus with Focus continuing as the surviving corporation (the "**Merger**").

Pursuant to the terms of the Merger Agreement: (i) All shares of (A) Series B Preferred Stock of Focus, par value $0.0001 per share (the "**Focus Preferred B Shares**") and (B) common stock of Focus, par value $0.0001 per share (the "**Focus Common Stock**") were converted into the right to receive an aggregate of 1,250,011 shares of Series D Preferred Stock of the Company, par value $0.01 per share (the "**Beacon Series D Shares**"); (ii) all shares of Series A Preferred Stock of Focus, par value $0.0001 per share, were converted into the right to receive an aggregate number of 1,000,000 shares of Series E Preferred Stock of the Company, par value $0.01 per shares (the "**Beacon Series E Shares**" and with the Beacon Series D Shares, the "**Beacon Preferred Shares**"), and (iii) all shares of capital stock of Merger Sub were converted into one share of Focus Common Stock. The consideration issued in the Merger was determined as a result of arm's-length negotiations between the parties.

Each Beacon Series D Share is convertible into twenty (20) shares of the Company's common stock, par value $0.001 per share (the "**Common Stock**"). In addition, the holders of the Beacon Series D Shares shall be entitled to notice of stockholders' meetings and to vote as a single class with the holders of the Common Stock upon any matter submitted to the stockholders for a vote, and shall be entitled to such number of votes as shall equal the number of shares of Common Stock into which the Beacon Series D Shares are convertible into on the record date of such vote.

Each Beacon Series E Share is convertible into one (1) share of Common Stock. In addition, the holders of the Beacon Series E Shares shall be entitled to notice of stockholders' meetings and to vote as a single class with the holders of the Common Stock upon any matter submitted to the stockholders for a vote, and shall be entitled to such number of votes as shall equal the number of shares of Common Stock into which the Beacon Series E Shares are convertible into on the record date of such vote.

The Merger Agreement contains customary terms and conditions for a transaction of this type, including representations, warranties and covenants, as well as provisions describing the merger consideration, the process of exchanging the consideration, and the effect of the Merger.

Pursuant to the terms of the Merger Agreement, within thirty days of the effective time of the Merger and subject to the receipt of the requisite approval of the stockholders of the Company, the Company shall amend its articles of incorporation to effectuate the following corporate actions: (i) increase the number of shares of authorized shares of Common Stock from 70 million to 100 million; (ii) change the name of the Company to "G5 Communications, Inc." or if such name is not available, such other name as may be mutually agreed by the Company and Focus; and (iii) effectuate a reverse stock split of the Common Stock by a ratio of one-for-twenty.

The Beacon Preferred Shares issued to former holders of capital stock of Focus in the Merger were not registered under the Securities Act of 1933, as amended (the "**Securities Act**") in reliance upon the exemption from registration provided by Section 4(2) of that Act and Regulation D promulgated thereunder, which exempts transactions by an issuer not involving any public offering. These securities may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements. Certificates representing these securities contain a legend stating the same.

The foregoing description of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Merger Agreement, which is filed as **Exhibit 2.1** hereto and is incorporated herein by reference.

Assignment & Purchase Agreement

On June 19, 2013, Focus and 5G Investments, LLC ("**5G**") entered into a securities purchase agreement (the "**Purchase Agreement**") that provided for the present purchase by 5G of up to $3,500,000 of shares of Focus Preferred B Shares. On June 19, 2013, 5G purchased 30,000 Focus Preferred B Shares at a per share price of $50.00, for an aggregate purchase price of $1,500,000. On June 19, 2013, the Company, 5G and Focus executed an Assignment and Consent to Assignment Agreement (the " **Assignment**") which provided for the assignment of the Purchase Agreement by Focus to the Company. As a result, 5G may purchase up to an additional $2,000,000 of the securities of the Company into which the Focus Preferred B Shares were converted in the Merger, i.e., the Beacon Series D Shares. The foregoing descriptions of the Purchase Agreement and the Assignment do not purport to be complete and are qualified in their entirety by reference to the complete text of the Purchase Agreement and the Assignment, which are filed as **Exhibit 4.1** and **Exhibit 10.1** hereto respectively, and are incorporated herein by reference.

Collateral and Guarantee

On June 19, 2013, as a condition to the effectiveness of the Merger, the Company guaranteed the outstanding indebtedness owed by the subsidiaries of Focus under a credit agreement involving Atalaya Administrative LLC, as Administrative Agent (" **Atalaya**") by entering into an Amended and Restated Guarantee and Collateral Agreement (the "**Guarantee Agreement**") by and among the Company, Focus, Optos, Jus-Com, Inc., Focus Fiber Solutions, LLC, Focus Wireless LLC and Atalaya. Pursuant to the Guarantee Agreement, the Company granted a security interest in all of its assets to Atalaya to secure its guaranty. Pursuant to the Guarantee Agreement, Atalaya has agreed not to exercise any of its remedies against the Company until October 31, 2013. The foregoing description of the Guarantee Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Guarantee Agreement, which is filed as **Exhibit 10.2** hereto and is incorporated herein by reference.

Ferguson Agreement

On June 19, 2013, the Company, Focus and Christopher Ferguson (" **Ferguson**") entered into an agreement (the "**Ferguson Agreement**") pursuant to which Focus agreed to exercise its commercially reasonable efforts to cause the permanent removal and release of Ferguson and certain related parties from certain personal guarantees executed by him for debts of Focus (the "**Released Obligations**"), including, but not limited to, promissory notes, credit cards, credit facilities, equipment leases, capital leases, bonds, licenses, permits and insurance policies. In addition, Focus agreed to hold harmless and indemnify Ferguson against certain expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him in connection with certain claims or proceedings arising out of or related to the Released Obligations. The Company executed the Ferguson Agreement for the sole purpose of acknowledging the terms of the Ferguson Agreement. The foregoing description of the Ferguson Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Ferguson Agreement, which is filed as **Exhibit 10.3** hereto and is incorporated herein by reference.

Pledge Agreement

On June 19, 2013, the Company, Focus, and certain former shareholders of Focus (collectively, the " **Pledgors**") entered into a Pledge and Escrow Agreement with the escrow agent (the "**Escrow Agent**") named therein (the "**Pledge Agreement**"). Pursuant to the Pledge Agreement, the Pledgors agreed to cause all Secured Liabilities (as hereinafter defined) to be fully paid and satisfied and, to secure the payment thereof, deposited an aggregate of 562,276 Beacon Series D Shares that they received in the Merger and pledged and granted a lien and security interest in and to such shares (collectively, including any shares of Common Stock into which they may be converted, the "**Pledged Shares**"), in favor of the Company, Focus, Optos and each subsidiary of Optos (collectively, the "**Secured Parties**") as collateral for certain liabilities that may arise in connection with certain legal proceedings identified in the Merger Agreement (the "**Secured Liabilities**"). The Pledged Shares may, subject to certain exceptions as further described in the Pledge Agreement, be voted by the Pledgors during the term of the Pledge Agreement, which term shall, except as set forth in the Pledge Agreement, end on the earlier to occur of one (1) year from the date of the Pledge Agreement or the receipt by the Escrow Agent of a notice signed by all of the Secured Parties and the Pledgors notifying the Escrow Agent of the termination of the Pledge Agreement. The foregoing description of the Pledge Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Pledge Agreement, which is filed as **Exhibit 10.4** hereto and is incorporated herein by reference.

ITEM 2.01 COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS

Merger Agreement

Please see Item 1.01 (Entry into a Material Definitive Agreement) of this current report on Form 8-K, which is incorporated herein by reference.

The closing of the Merger took place on June 19, 2013 (the "**Closing Date**") when the Articles of Merger were filed in the Office of the Nevada Secretary of State. The Articles of Merger are filed as **Exhibit 3.1** hereto and are incorporated herein by reference.

The Company will continue to be a "smaller reporting company," as defined under the Exchange Act following the Merger.

Changes Resulting from the Merger

The Company intends to carry on the business of Focus as its primary line of business. Focus is headquartered in Center Valley, Pennsylvania, and specializes in the design, engineering, installation, and maintenance of telecommunications infrastructure networks as well as providing various services including engineering consulting, design, installation and emergency response in various categories including cable rack/wiring build-outs, infrastructure build-outs, DC power installation, fiber cable splicing and security camera installation.

Expansion of Board of Directors; Management

In connection with the Merger, on June 19, 2013, all of the Company's directors except for Bruce Widener resigned and the Company appointed Richard Coyle to its board of directors. All directors hold office until the next annual meeting of stockholders and the election and qualification of their successors. Officers are elected annually by the board of directors and serve at the discretion of the board.

The foregoing information is a summary of the agreements involved in the transactions described above, is not complete, and is qualified in its entirety by reference to the full text of such agreements, a copy of which are attached as an exhibit to this Current Report on Form 8-K. Readers should review such agreement for a complete understanding of the terms and conditions associated with this transaction.

Description of Business of Focus

Focus is the parent company of Optos. Optos is a holding company operating in the telecommunications industry and operates its wholly-owned subsidiaries focused on the development of telecommunications networks and acting as a service and support provider. Optos operates the following wholly-owned entities:

- Focus Fiber Solutions, LLC, a Delaware limited liability company ("**Focus Fiber**"), specializes in the design, engineering, installation, and maintenance of a telecommunications infrastructure network.

- Jus-Com, Inc., an Indiana corporation ("**Jus-Com**"), is a telecommunication service provider providing various services including engineering consulting, design, installation and emergency response in various categories including cable rack/wiring build-outs, infrastructure build-outs, DC power installation, fiber cable splicing and security camera installation. Jus-Com also operates as a temporary and permanent staffing agency specializing in the telecommunications market.

Focus Fiber provides comprehensive network solutions to customers in the wireline and wireless telecommunications industry, as well as the cable television industry. Services performed by Focus Fiber generally include the design, installation, repair and maintenance of fiber optic, copper and coaxial cable networks used for video, data and voice transmission, as well as the design, installation and upgrade of wireless communications networks, including towers, switching systems and backhaul links from wireless systems to voice, data and video networks. Focus Fiber also provides emergency restoration services, including the repair of telecommunications infrastructure damaged by inclement weather, as well as premise wiring where it installs, repairs, and maintains the telecom structure within improved structures.

The combination of a growing North American wireless subscriber base, greater use of wireless data for consumer and enterprise applications and services, and the development of innovative consumer wireless data products has led to a significant increase in the amount of wireless data traffic on wireless networks. As a result, the traditional backhaul infrastructure that has historically linked wireless cell sites to broader voice, data and video networks is reaching capacity. To handle current and future wireless data traffic demands and to improve wireless network quality and reliability, wireless carriers are implementing plans to replace their legacy backhaul networks based on T-1 lines and circuit switching applications with fiber optic networks, typically referred to as "fiber to the cell site" initiatives. Optos believes these initiatives will continue several more years before the backhaul system upgrade is completed, resulting in additional opportunities to assist its wireless customers in their fiber to the cell site initiatives.

Optos anticipates increased long-term opportunities arising from plans by a number of wireless companies to deploy and implement 4G and Long Term Evolution ("**LTE**") technology and networks throughout North America. These technologies are being deployed in the United States using a new spectrum, which effectively requires an entirely new network to be built. As a result, Optos expects significant capital expenditures will be made over a relatively long period of time as wireless carriers build out their 4G and LTE networks and then augment and optimize their networks for reliability and network quality. Optos believes wireless carriers are in the very early stages of their 4G and LTE network deployment plans.

Although fiber to the premises ("**FTTP**") and fiber to the node ("**FTTN**") deployment has slowed significantly since 2008, Optos expects fiber optic network build-outs will continue over the long-term as more Americans look to next-generation networks for faster internet and more robust video services. Optos believes more active network investment in FTTP and FTTN initiatives are more economically driven. Therefore, Optos believes that greater confidence in a recovering domestic economy may be required before companies resume investment in FTTP and FTTN network deployment. Optos believes that it is well-positioned to furnish infrastructure solutions for these initiatives throughout the United States.

RISK FACTORS

An investment in our Common Stock involves a high degree of risk. Before deciding whether to invest in our Common Stock, you should consider carefully the risks discussed below. There are numerous and varied risks, known and unknown, that may prevent us from achieving our goals. If any of these risks actually occur, our business, financial condition or results of operation may be materially adversely affected. In such case, the trading price of our Common Stock could decline and investors could lose all or part of their investment.

Risks related to Focus

Additional financing is necessary for the implantation of our growth strategy of Focus.
The Company may require additional debt and/or equity financing to pursue our growth strategy with respect to the business of Focus. GivenFocus' limited operating history and existing losses, there can be no assurance that we will be successful in obtaining additional financing. Lack of additional funding could force us to curtail substantially our growth plans with respect to Focus or cease the operations of Focus. Furthermore, the issuance by us of any additional securities pursuant to any future fundraising activities undertaken by us would dilute the ownership of existing shareholders and may reduce the price of the Common Stock. Furthermore, debt financing, if available, will require payment of interest and may involve restrictive covenants that could impose limitations on our operating flexibility. Our failure to successfully obtain additional future funding may jeopardize our ability to continue our business and operations.

Focus possesses a significant amount of accounts receivable and if it is unable to collect account receivables in a timely manner or at all, the Company's cash flow and profitability will be negative impacted, which risk is heightened during unstable economic periods.
Focus extends credit to its customers as a result of performing work under contract prior to billing its customers for that work. These customers include telephone companies, cable television multiple system operators and others. The Company periodically assesses the credit risk of its customers and continuously monitors the timeliness of payments. Slowdowns in the industries the Company serves may impair the financial condition of one or more of its customers and hinder their ability to pay the Company on a timely basis or at all. Further bankruptcies or financial difficulties within the telecommunications sector could hinder the ability of Focus' customers to pay it on a timely basis or at all, reducing Focus' cash flows and adversely impacting its liquidity and profitability. Additionally, Focus could incur losses in excess of current bad debt allowances.

Focus must effectively manage the growth of its operations and effectively integrate acquisitions.
To manage its growth and effectively integrate acquisitions, Focus must continue to implement and improve its operations. Focus may not have adequately evaluated the costs and risks associated with this expansion, and its systems, procedures, and controls may not be adequate to support its operations. In addition, Focus' management may not be able to achieve the rapid execution necessary to successfully offer its products and services and implement its business plan on a profitable basis. The success of Focus' future operating activities will also depend upon its ability to expand its support system to meet the demands of its growing business. Any failure by Focus' management to effectively anticipate, implement, and manage changes required to sustainFocus' growth would have a material adverse effect on Focus' business, financial condition, and results of operations.

Focus derives a significant portion of its revenues from a limited number of customers, and the loss of one or more of these customers could adversely impactFocus' revenues and profitability.
Focus' customer base is highly concentrated. Focus' revenue may significantly decline if it were to lose one or more of its significant customers. In addition, revenues under Focus' contracts with significant customers may vary from period-to-period depending on the timing and volume of work which those customers order or perform with their in-house service organizations. Additionally, consolidations, mergers and acquisitions in the telecommunications industries have occurred in the past and may occur in the future. The consolidation, merger or acquisition of an existing customer may result in a change in procurement strategies by the surviving entity. Reduced demand for Focus' services or a change in procurement strategy of a significant customer could adversely affect its results of operations, cash flows and liquidity.

Risks Related to Focus' Business and Industry

Service level agreements in Focus' customer agreements could subject it to liability or the loss of revenue .
Focus' contracts with customers typically contain service guarantees and service delivery date targets, which if not met by it, enable customers to claim credits against their payments to it and, under certain conditions, terminate their agreements. Focus' inability to meet its service level guarantees could adversely affect its revenue and cash flow. While Focus typically has carve-outs for force majeure events, many events, such as fiber cuts, equipment failure and third-party vendors being unable to meet their underlying commitments or service level agreements with the Company, could impact its ability to meet its service level agreements and are potentially out of its control.

***Focus' backlog is subject to reduction and/or cancellation*.**
Focus' backlog consists of the uncompleted portion of services to be performed under job-specific contracts and the estimated value of future services that it expects to provide under master service agreements and other long-term requirements contracts. Many of the Focus' contracts are multi-year agreements, and Focus includes in its backlog the amount of services projected to be performed over the terms of the contracts based on its historical experience with customers and, more generally its experience in procurements of this type. In many instances, Focus' customers are not contractually committed to procure specific volumes of services under a contract. Focus' estimates of a customer's requirements during a particular future period may not prove to be accurate, particularly in light of the current economic conditions and the uncertainty that imposes on changes in Focus' customer's requirements for its services. If Focus' estimated backlog is significantly inaccurate or does not result in future profits, this could adversely affect Focus' future growth and the price of the Common Stock.

***Any failure of Focus' physical infrastructure or services could lead to significant costs and disruptions that could reduce its revenues, harm its business reputation, and have a material adverse effect on its financial results*.**
Focus' business depends on providing customers with highly reliable service. The services it provides are subject to failure resulting from numerous factors, including:

- human error;
- power loss;
- physical or electronic security breaches;
- fire, earthquake, hurricane, flood, and other natural disasters;
- water damage;
- the effect of war, terrorism, and any related conflicts or similar events worldwide; and
- sabotage and vandalism.

Problems within Focus' network, whether or not within Focus' control, could result in service interruptions or equipment damage. In the past Focus has at times experienced instability in its equipment attributable to equipment failure and power outages. Although such disruptions have been remedied and the network has been stabilized, there can be no assurance that similar disruptions will not occur in the future. Focus has service level commitment obligations with substantially all of its customers. As a result, service interruptions or equipment damage could result in credits for service interruptions to these customers. Focus has at times in the past given credits to its customers as a result of service interruptions due to equipment failures. It cannot be assumed that the Focus' customers will accept these credits as compensation in the future. Also, service interruptions and equipment failures may expose the Company to additional legal liability.

***The failure of certain key suppliers to provide Focus with components could have a severe and negative impact upon its business*.**
Focus relies on a small group of suppliers to provide it with components for its products and services. If these suppliers become unwilling or unable to provide components, there are a limited number of alternative suppliers who could provide them. Changes in business conditions, wars, governmental changes, and other factors beyond Focus' control could affect Focus' ability to receive components from its suppliers. Further, it could be difficult to find replacement components if Focus' current suppliers fail to provide the parts needed for these products and services. A failure by Focus' major suppliers to provide these components could severely restrict Focus' ability to provide Focus' services and prevent it from fulfilling customer orders in a timely fashion.

***The telecommunications industry is highly competitive, and contains competitors that have significantly greater resources and a more diversified base of existing customers than Focus does*.**
Many of Focus' competitors within the telecommunications industry have greater financial, managerial, sales and marketing and research and development resources than Focus does and are able to promote their brands with significantly larger budgets. Many of these competitors have the added advantage of a larger, more diversified customer base. If Focus fails to develop and maintain brand recognition through sales and marketing efforts and a reputation for high-quality service, Focus may be unable to attract new customers and risk losing existing customers to competitors with better known brands.

In addition, significant new competition could arise as a result of:

- The growth of installation departments within fiber option companies;
- consolidation in the contractor industry, leading to larger competitors with more expansive networks; and
- further technological advances rendering fiber optic broadband and other installation services outdated.

If Focus is unable to compete successfully, its business will be materially and adversely affected.

If Focus does not adapt to swift changes in the telecommunications industry, it could lose customers or market share.
The telecommunications industry is characterized by rapidly changing technology, evolving industry standards, frequent new service introductions, shifting distribution channels, and changing customer demands. Focus may not be able to adequately adapt its services or acquire new services that can compete successfully. Focus' failure to obtain and integrate new technologies and applications could impact the breadth of Focus' service portfolio resulting in service gaps, a less differentiated service suite and a less compelling offering to customers. Focus risks losing customers to its competitors if it is unable to adapt to this rapidly evolving marketplace.

In addition, the introduction of new services or technologies, as well as the further development of existing services and technologies, may reduce the cost or increase the supply of certain services similar to those that Focus provides. As a result, Focus' most significant competitors in the future may be new entrants to the telecommunications industry. These new entrants may not be burdened by an installed base of outdated equipment or obsolete technology. Focus' future success depends, in part, on its ability to anticipate and adapt in a timely manner to technological changes. Failure to do so could have a material adverse effect on Focus' business.

Focus is subject to significant regulation that could change or otherwise impact it in an adverse manner.
Focus' operations are subject to various federal, state and local laws and regulations. These laws and regulations include but are not limited to:

- licensing, permitting and inspection requirements applicable to contractors, electricians and engineers;
- regulations relating to worker safety and environmental protection;
- permitting and inspection requirements applicable to construction projects;
- wage and hour regulations;
- regulations relating to transportation of equipment and materials, including licensing and permitting requirements; and
- building and electrical codes.

Focus believes that it has all the licenses required to conduct its operations and that it is in substantial compliance with applicable regulatory requirements. However, Focus' failure to comply with applicable regulations could result in substantial fines or revocation of Focus' operating licenses, as well as give rise to termination or cancellation rights under Focus' contracts or disqualify it from future bidding opportunities.

Legislative actions and initiatives relating to telecommunications may not result in an increase in demand for Focus' **services.**
The American Recovery and Reinvestment Act of 2009 ("**ARRA**") originally allocated $7.2 billion in funding to accelerate broadband deployment in rural areas of the country that have been without high-speed infrastructure. However, Focus cannot predict the actual benefits to it from the implementation of ARRA programs. For example, significant additional contracts resulting from investments for rural broadband deployment under the ARRA may not be awarded to Focus.

Risks Related to the Common Stock

There is a limited market for the Common Stock which may make it more difficult to dispose of your shares.
The Common Stock is currently quoted on the OTC Pink Sheets under the symbol "BEAC." There is a limited trading market for the Common Stock. Accordingly, there can be no assurance as to the liquidity of any markets that may develop for the Common Stock, the ability of holders of Common Stock to sell their shares, or the prices at which holders may be able to sell their shares.

A sale of a substantial number of shares of Common Stock may cause its price to decline.
If the Company's stockholders sell substantial amounts of their shares in the public market, the market price of the Common Stock could fall. These sales also may make it more difficult for the Company to sell equity or equity-related securities in the future at a time and price that the Company deems reasonable or appropriate.

The Common Stock is subject to the "penny stock" rules of the SEC and the trading market in the Common Stock is limited, which makes transactions in the Common Stock cumbersome and may reduce the value of an investment in our stock.
The SEC has adopted Rule 3a51-1, which establishes the definition of a "penny stock" for the purposes relevant to us, as any equity security that has a market price of less than $5.00 per share or with an exercise price of less than $5.00 per share, subject to certain exceptions. For any transaction involving a penny stock, unless exempt, Rule 15g-9 requires:

- that a broker or dealer approve a person's account for transactions in penny stocks; and
- that the broker or dealer receives from the investor a written agreement to the transaction, setting forth the identity and quantity of the penny stock to be purchased.

In order to approve a person's account for transactions in penny stocks, the broker or dealer must:

- obtain financial information and investment experience objectives of the person; and
- make a reasonable determination that the transactions in penny stocks are suitable for that person and the person has sufficient knowledge and experience in financial matters to be capable of evaluating the risks of transactions in penny stocks.

The broker or dealer must also deliver, prior to any transaction in a penny stock, a disclosure schedule prescribed by the SEC relating to the penny stock market, which, in highlight form:

- sets forth the basis on which the broker or dealer made the suitability determination; and
- that the broker or dealer received a signed, written agreement from the investor prior to the transaction.

Disclosure also has to be made about the risks of investing in penny stocks in both public offerings and in secondary trading and about the commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and the rights and remedies available to an investor in cases of fraud in penny stock transactions. Finally, monthly statements have to be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks.

Generally, brokers may be less willing to execute transactions in securities subject to the “penny stock” rules. This may make it more difficult for investors to dispose of the Common Stock and cause a decline in the market value of our stock.

The Company has not paid dividends in the past and does not expect to pay dividends in the future. Any return on investment may be limited to the value of the Common Stock.

The Company has never paid cash dividends on the Common Stock and it does not anticipate paying cash dividends in the foreseeable future. The payment of dividends on the Common Stock would depend on earnings, financial condition and other business and economic factors affecting us the Company such time as the board of directors may consider relevant. If the Company does not pay dividends, the Common Stock may be less valuable because a return on your investment will only occur if the Company’s stock price appreciates.

Directors and Executive Officers, Promoters and Control Persons

The names, ages and positions of our directors and executive officers following the Merger, are as follows:

Name	Age	Title
Bruce Widener	51	President, CEO, Treasurer, Secretary and Director
Richard Coyle	45	Director

The principal occupations for the past five years (and, in some instances, for prior years) of each of our directors and executive officers are as follows:

Bruce Widener. Mr. Widener possesses over 19 years of industry experience. Prior to developing and forming the Company, Mr. Widener served as Chief Operating Officer of US Wireless Online, a provider of wireless internet access and related applications during 2006. From 2004 to 2006 Mr. Widener served as Senior Vice President of Corporate Development of UniDial Communications/Lightyear Network Solutions. Mr. Widener was an independent contractor with PTEK in 2002 and became Senior Vice President of Indirect Channel Sales in 2003 through 2004.

Richard Coyle. Mr. Coyle is an accomplished COO with a successful track record in transitioning poorly-performing business units into profitable ventures in both fiber optic communications and electric utilities industries. Mr. Coyle’s background spans over twenty years and has been focused on improving the operational, financial and market position of businesses. He has launched and managed innovative start-ups through grass roots approach as well as divesting/rationalizing various segments of the business to ensure shareholder growth/return. Cultivate strategic partnerships in Fortune 500 environments to maximize bottom line profitability and organizational performance in short time frames. Established and lead enterprise risk management functions through key initiatives along with overseeing the financial planning and budgeting departments of the fastest growing electric utility in the US. Mr. Coyle is also a community-involved leader and dedicates time to charitable causes.

All directors hold office until the next annual meeting of stockholders and the election and qualification of their successors. Officers are elected annually by the board of directors and serve at the discretion of the board.

Family Relationships

None.

Legal Proceedings

As of the date of this report, there is no material proceeding to which any of our directors, executive officers, affiliates or stockholders is a party adverse to us.

Security Ownership of Certain Beneficial Owners and Management

The following table sets forth information regarding the beneficial ownership of our Common Stock as of the date hereof, by (a) each person who is known by us to beneficially own 5% or more of our Common Stock, (b) each of our directors and executive officers, and (c) all of our directors and executive officers as a group. Except as otherwise indicated, each of the stockholders listed below has sole voting and investment power over their shares beneficially owned.

Name of Beneficial Owner (1)	Common Stock Beneficially Owned	Percentage of Common Stock (2)	Common Stock Beneficially Owned (3)	Percentage of Common Stock (3)
Bruce Widener (4)	3,254,167	7.96%	162,708	*
Richard Coyle	492,857 (5)	*	492,857	1.82%
All Executive Officers and Directors as a group (2 people)	3,747,024	9.06%	655,565	2.42%
5% Shareholders				
John D. Rhodes III (6)	2,393,829	5.67%	119,691	*
TBK 327 Partners, LLC	6,129,821 (7)	13.23%	6,129,821	21.83%
TLP Investments, LLC	5,129,821 (8)	11.31%	5,129,821	18.94%
5G Investments, LLC	7,500,000 (9)	15.72%	7,500,000	27.69%
Charles Glasgow	4,000,000	9.95%	200,000	*

* Less than 1%.

(1) Except as otherwise stated below, the address of each beneficial owner is care of the Company at 9300 Shelbyville Road, Suite 1020, Louisville, Kentucky 40222

(2) Applicable percentage ownership is based on 40,217,913 shares of Common Stock outstanding as of June 25, 2013, together with securities exercisable or convertible into shares of Common Stock within 60 days hereof for each stockholder. Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission and generally includes voting or investment power with respect to securities. Shares of Common Stock that are currently exercisable or exercisable within 60 days hereof are deemed to be beneficially owned by the person holding such securities for the purpose of computing the percentage of ownership of such person, but are not treated as outstanding for the purpose of computing the percentage ownership of any other person.

(3) As discussed above, the Company intends, subject to the receiving the approval of its shareholders, to effectuate a 1 for 20 reverse split of the Comon Stock. These columns show the effect of the reverse split and the conversion of all the Beacon Series D Shares issued in the Merger and is based on 27,080,920 shares of Common Stock issued and outstanding. Beneficial ownership is otherwise calculated as set forth under note (2). There can be no assurance that the reverse split will be effectuated or that all shares of Beacon Series D Shares will be converted into Common Stock.

(4) Includes 666,666 shares underlying presently exercisable stock options.

(5) Consists of 24,650 Beacon Series D Shares which are convertible into Common Stock on a 1 for 20 basis.

(6) Includes 166,666 shares underlying a presently convertible note and 1,816,662 shares underlying presently exercisable warrants

(7) Consists of 256,488 Beacon Series D Shares which are convertible into Common Stock on a 1 for 20 basis and 1,000,000 Beacon Series E Shares which are convertible into Common Stock on a 1 for 1 basis. The control person of the beneficial owner is Christopher Ferguson.

(8) Consists of 256,488 Beacon Series D Shares which are convertible into Common Stock on a 1 for 20 basis. The control person of the beneficial owner is Michael Palleschi.

(9) Consists of 375,000 Beacon Series D Shares which are convertible into Common Stock on a 1 for 20 basis. The control person of the beneficial owner is Hugh Regan, the President of 5G Management, LLC, the beneficial owner's Manager.

Indemnification of Directors and Officers

Section 78.138 of the Nevada Revised Statutes, as amended ("**NRS**") provides that a director or officer will not be individually liable unless it is proven that (i) the director's or officer's acts or omissions constituted a breach of his or her fiduciary duties, and (ii) such breach involved intentional misconduct, fraud or a knowing violation of the law.

Section 78.7502 of NRS permits a company to indemnify its directors and officers against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with a threatened, pending or completed action, suit or proceeding if the officer or director (i) is not liable pursuant to NRS 78.138 or (ii) acted in good faith and in a manner the officer or director reasonably believed to be in or not opposed to the best interests of the corporation and, if a criminal action or proceeding, had no reasonable cause to believe the conduct of the officer or director was unlawful.

Section 78.751 of NRS permits a Nevada company to indemnify its officers and directors against expenses incurred by them in defending a civil or criminal action, suit or proceeding as they are incurred and in advance of final disposition thereof, upon receipt of an undertaking by or on behalf of the officer or director to repay the amount if it is ultimately determined by a court of competent jurisdiction that such officer or director is not entitled to be indemnified by the company. Section 78.751 of NRS further permits the company to grant its directors and officers additional rights of indemnification under its articles of incorporation or bylaws or otherwise.

Section 78.752 of NRS provides that a Nevada company may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a director, officer, employee or agent of the company, or is or was serving at the request of the company as a director, officer, employee or agent of another company, partnership, joint venture, trust or other enterprise, for any liability asserted against him and liability and expenses incurred by him in his capacity as a director, officer, employee or agent, or arising out of his status as such, whether or not the company has the authority to indemnify him against such liability and expenses.

Our Articles of Incorporation implement the indemnification provisions permitted by Chapter 78 of the NRS by providing for the indemnification of our directors to the fullest extent permitted by the Nevada Revised Statutes and provide that we may, if and to the extent authorized by our board of directors, so indemnify our officers and any other person whom we have the power to indemnify against liability, reasonable expense or other matter. This indemnification policy could result in substantial expenditure by us, which we may be unable to recoup.

Insofar as indemnification by us for liabilities arising under the Exchange Act may be permitted to our directors, officers and controlling persons pursuant to provisions of the Articles of Incorporation and bylaws, or otherwise, we have been advised that in the opinion of the SEC, such indemnification is against public policy and is, therefore, unenforceable. In the event that a claim for indemnification by such director, officer or controlling person of us in the successful defense of any action, suit or proceeding is asserted by such director, officer or controlling person in connection with the securities being offered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by us is against public policy as expressed in the Exchange Act and will be governed by the final adjudication of such issue.

At the present time, there is no pending litigation or proceeding involving a director, officer, employee or other agent of ours in which indemnification would be required or permitted. We are not aware of any threatened litigation or proceeding which may result in a claim for such indemnification.

ITEM 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT

Please see Item 1.01 (Entry into a Material Definitive Agreement) of this current report on Form 8-K, which is incorporated herein by reference.

ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES

Please see Item 1.01 (Entry into a Material Definitive Agreement) and Item 2.01 (Completion of Acquisition or Disposition of Assets) of this current report on Form 8-K, which is incorporated herein by reference. Pursuant to the Merger Agreement, effective as of June 19, 2013, the Company issued to the former shareholders of Focus 1,250,011 Beacon Series D Shares and 1,000,000 Beacon Series E Shares.

ITEM 5.02 DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

Please see Item 2.01 (Completion of Acquisition or Disposition of Assets) of this current report on Form 8-K, which is incorporated herein by reference.

Effective June 17, 2013, Dr. John D. Rhodes, III and J. Sherman Henderson, III resigned as Directors of the Company. Effective June 19, 2013, Bruce W. Widener was appointed Secretary and Treasurer of the Company.

Effective June 19, 2013, Richard Coyle was appointed as a member of the board of directors of the Company.

ITEM 5.03 AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR.

Effective June 19, 2013, the Company adopted Amended and Restated Bylaws ("**Restated Bylaws**"). The Restated Bylaws include specific modifications allowing the Board to increase the size of the Board to up to 7 directors and modifying the shareholder quorum requirement. The foregoing description of the Restated Bylaws does not purport to be complete and is qualified in its entirety by reference to the complete text of the Restated Bylaws, which is filed as **Exhibit 3.2** hereto and is incorporated herein by reference.

In connection with the Merger Agreement described above, the Board of Directors authorized the designation of a new series of preferred stock, the Beacon Series D Shares, out of its available "blank check preferred stock" and authorized the issuance of up to 2,000,000 Beacon Series D Shares. The Company filed a Certificate of Designation with the Secretary of State of the State of Nevada on June 17, 2013. Under the Certificate of Designation, each Beacon Series D Share has various rights, privileges and preferences, including: (i) a stated value of $4.00 per share; (ii) conversion into 20 shares of Common Stock (subject to adjustments) upon the filing of the amendment to the Company's Articles of Incorporation incorporating the 1 for 20 reverse stock split required by the Merger Agreement; and (iii) a liquidation preference in the amount of the stated value. The foregoing description of the Certificate of Designation of the Series D Preferred Stock does not purport to be complete and is qualified in its entirety by reference to the complete text of the Certificate of Designation of the Series D Preferred Stock, which is filed as **Exhibit 3.3** hereto and is incorporated herein by reference

In connection with the Merger Agreement described above, the Board of Directors authorized the designation of a new series of preferred stock, the Beacon Series E Shares, out of its available "blank check preferred stock" and authorized the issuance of up to 1,000,000 Beacon Series E Shares. The Company filed a Certificate of Designation with the Secretary of State of the State of Nevada on June 17, 2013. Under the Certificate of Designation, each Beacon Series E Share has various rights, privileges and preferences, including (i) a liquidation value of $1.00 per share (subject to adjustments); (ii) mandatory redemption of 10,000 shares per month at the liquidation value; and (iii) conversion at the option of the Company of all outstanding Beacon Series E Shares at a price equal to half the liquidation value after 48 mandatory redemption payments have been made. The foregoing description of the Certificate of Designation of the Series E Preferred Stock does not purport to be complete and is qualified in its entirety by reference to the complete text of the Certificate of Designation of the Series E Preferred Stock, which is filed as **Exhibit 3.4** hereto and is incorporated herein by reference

Item 9.01 Financial Statements and Exhibits.

(a) **Financial statements of business acquired**

The financial statements of Focus will be filed within 71 calendar days of this Current Report on Form 8-K.

(b) **Pro forma financial information**

The pro forma financial information showing the effects of the acquisition of Focus will be filed within 71 calendar days of this Current Report on Form 8-K.

(d) **Exhibits**

The exhibits listed in the following Exhibit Index are filed as part of this report.

2.1 Agreement and Plan of Merger*
3.1 Articles of Merger*
3.2 Restated Bylaws*
3.3 Certificate of Designation of the Series D Preferred Stock
3.4 Certificate of Designation of the Series E Preferred Stock
4.1 Purchase Agreement
10.1 Assignment
10.2 Guarantee Agreement
10.3 Ferguson Agreement
10.4 Pledge Agreement

* Filed herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BEACON ENTERPRISE SOLUTIONS GROUP, INC.

Date: June 25, 2013

By: /s/ Bruce Widener
Bruce Widener
Chief Executive Officer

AMENDED AND RESTATED
AGREEMENT AND PLAN OF MERGER

among:

BEACON ENTERPRISE SOLUTIONS GROUP, INC.,
a Nevada corporation;

BEACON ACQUISITION SUB, INC.,
a Nevada corporation;

and

FOCUS VENTURE PARTNERS, INC.,
a Nevada corporation

Dated as of June 19, 2013

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AMENDED AND RESTATED
AGREEMENT AND PLAN OF MERGER

THIS AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER is made and entered into as of June 19, 2013, by and among **BEACON ENTERPRISE SOLUTIONS GROUP, INC.**, a Nevada corporation ("**Beacon**") , **BEACON ACQUISITION SUB, INC.,** a newly formed Nevada corporation and a wholly owned subsidiary of Beacon (the "**Merger Sub**"), and **FOCUS VENTURE PARTNERS, INC.** , a Nevada corporation ("**Focus**"). Capitalized terms used in this Agreement are defined in Exhibit A.

RECITALS

A. Beacon, Merger Sub and Focus intend to effect a merger of Merger Sub with and into Focus in accordance with the Nevada Business Corporation Act, Chapter 92A of the Nevada Revised Statutes (the " **Act**") and this Agreement (the "**Merger**"). Upon consummation of the Merger, the separate existence of Merger Sub will cease, and Focus will continue to be governed by the laws of Nevada.

B. It is intended that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "**Code**").

C. The board of directors of Beacon, Merger Sub and Focus have each adopted a resolution approving and declaring the advisability of this Agreement, the Merger and each of the other Contemplated Transactions, as applicable.

D. This Agreement amends and replaces in its entirety the Agreement and Plan of Merger dated May 8, 2013 (the "**Original Merger Agreement**"), by and between Beacon, Beacon Acquisition Sub, LLC, a Delaware limited liability company ("**Beacon Sub LLC**"), and Optos Capital Partners, LLC, a Delaware limited liability company ("**Optos**"). Optos is a wholly-owned subsidiary of Focus and joins herein solely for the purpose of agreeing to Section 8.18 hereof. Beacon Sub LLC is a wholly-owned subsidiary of Beacon and joins herein solely for the purpose of agreeing to Section 8.18 hereof

AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

ARTICLE I
DESCRIPTION OF TRANSACTION

1.1 Merger of Merger Sub with and into Focus.

Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Merger Sub shall be merged with and into Focus, and the separate existence of Merger Sub shall cease. Following the Effective Time, Focus shall continue as the surviving entity (the "**Surviving Entity**").

1.2 Effect of the Merger.

The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the Act.

1.3 Closing; Effective Time.

The consummation of the Merger (the "**Closing**") shall take place at the Warrington offices of Fox Rothschild LLP, with an address of 2700 Kelly Road, Suite 300, Warrington, PA 18976-3624, at 10:00 a.m. on a date to be agreed upon in writing by Beacon and Focus (the "**Closing Date**"), which shall be no later than the third (3rd) Business Day after the satisfaction or waiver of the last to be satisfied or waived of the conditions set forth in Articles V and VI (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions). Subject to the provisions of this Agreement, articles of merger satisfying the applicable requirements of the Act (the "**Articles of Merger**") shall be duly executed by Focus and Merger Sub and, simultaneously with or as soon as practicable following the Closing, filed with the Secretary of the State of Nevada (the "**Secretary of State**"). The Merger shall become effective upon the later of: (a) the date and time of the filing of the Articles of Merger with the Secretary of State or (b) such later date and time as may be specified in the Articles of Merger with the Consent of the Parties. The date and time the Merger becomes effective is referred to in this Agreement as the "**Effective Time**."

1.4 Articles of Incorporation and Bylaws of Surviving Entity; Directors and Officers.

(a) At the Effective Time, the Articles of Incorporation of the Surviving Entity shall be the Articles of Incorporation of Focus as existing immediately prior to the Effective Time;

(b) At the Effective Time, the Bylaws of the Surviving Entity shall be the Bylaws of Focus as existing immediately prior to the Effective Time; and

(c) Immediately after the Effective Time, the Board of Directors and officers of the Surviving Entity shall be the Board of Directors and officers of Focus immediately prior to the Effective Time.

1.5 Articles of Incorporation and Bylaws of Beacon; Directors and Officers.

(a) At the Effective Time, the Bylaws of Beacon shall be amended as to provide that a quorum exists at a meeting of shareholders so long as there are present, in person or by proxy, at least a majority of the voting power of Beacon and fixing the number of directors constituting the entire Beacon Board of Directors as seven (7);

(b) Beacon's sole officer shall continue to serve as its CEO and President following the Effective Time, and any additional officers designated by Focus shall be appointed as soon as practicable after the Effective Time. Beacon shall cause all but one (1) of its current directors to resign prior to the Closing and shall appoint one (1) additional director effective immediately following the Closing. Following the Closing, replacement directors designated by Focus shall be appointed to fill the vacancies. The five (5) vacancies on the Board of Directors of Beacon shall be promptly filled through designation by Focus no less than ten (10) and no more than fifteen (15) days after the filing and dissemination of an information statement on Schedule 14f-1. The Parties agree that no action shall be taken by Beacon's Board of Directors after the Effective Time until such time as the new directors are designated; and

(c) Within thirty (30) days following the Effective Time, and subject to receipt of the requisite approval of the shareholders of Beacon, Beacon shall cause an appropriate filing to be made with the Secretary of State, in the form of a certificate of amendment to the existing Articles of Incorporation of Beacon (the "**Beacon Articles Amendment**"), whereby, without any further action on the part of Beacon, Focus or any shareholder of Beacon:

(i) the number of shares of authorized Beacon Common Stock shall be increased from 70 million shares to 100 million shares (the "**Beacon Capital Increase**");

(ii) the name of Beacon shall be changed to "G5 Communications, Inc." or if such name is not available, such other name as may be mutually agreed by the Parties (the "**Beacon Name Change**");

(iii) the board of directors of Beacon shall be authorized to effectuate a reverse stock split by a ratio of one-for-twenty (the "**Reverse Split**"); and

(iv) such other actions shall be taken by virtue of, and such other terms and provisions shall be contained in, the Beacon Articles Amendment as Beacon and Focus shall mutually agree.

1.6 Conversion of Outstanding Focus Stock.

(a) At the Effective Time, by virtue of the Merger and without any further action on the part of Beacon, Merger Sub or Focus or any of their respective shareholders:

(i) All Outstanding Focus Series B Preferred Stock and Outstanding Focus Common Stock shall be converted into and represent the right to receive an aggregate number of 1,250,011 shares of Beacon Series D Preferred Stock; such shares of Beacon Series D Preferred Stock shall be issued as provided in Section 1.7 to the holders of the Outstanding Focus Series B Preferred Stock pro rata based upon their ownership of such Outstanding Focus Series B Preferred Stock, and shall be issued as provided in Section 1.7 to the holders of the Outstanding Focus Common Stock pro rata based upon their ownership of such Outstanding Focus Common Stock;

(ii) All Outstanding Focus Series A Preferred Stock shall be converted into and represent the right to receive an aggregate number of 1,000,000 shares of Beacon Series E Preferred Stock; such shares of Beacon Series E Preferred Stock shall be issued to the holders of the Outstanding Focus Series A Preferred Stock pro rata based upon their ownership of such Outstanding Focus Series A Preferred Stock;

(iii) The stock of Merger Sub shall be converted into one share of Focus Common Stock.

(b) No fractional shares of Beacon Issuable Preferred Stock shall be issued in connection with the Merger, and no certificates or scrip for any such fractional shares shall be issued. Any holder of stock who would otherwise be entitled to receive a fraction of a share of Beacon Issuable Preferred Stock in the Merger (after aggregating all fractional shares issuable to such holder) shall, in lieu of such fraction of a share, be entitled to receive one full share of Beacon Issuable Preferred Stock.

1.7 Issuance of Beacon Issuable Preferred Stock Certificates.

(a) At the Effective Time, Beacon shall issue and deliver to the holders of Outstanding Focus Stock a certificate representing the number of whole shares and series of Beacon Issuable Preferred Stock that such holder has the right to receive pursuant to the provisions of Section 1.6, provided that TBK 327 Partners, LLC, TLP Partners, Theresa Carlisle, and Rich Coyle have instructed Beacon to deliver their shares of Beacon Series D Preferred Stock to be held by the Escrow Agent pursuant to the terms of the Pledge and Escrow Agreement attached hereto as Exhibit B.

(b) Beacon and Focus shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Agreement to any holder or former holder of Outstanding Focus Stock such amounts, if any, as may be required to be deducted or withheld therefrom under the Code or any provision of state, local or foreign tax law or under any other applicable Legal Requirement. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid.

1.8 Securities Act Exemption; Restricted Stock.

(a) The offer and sale of Beacon Issuable Preferred Stock pursuant to this Agreement and the Merger are being made in reliance upon the exemption from registration provided by Section 4(2) under the Securities Act and Rule 506 promulgated thereunder and/or pursuant to Regulation S promulgated under the Securities Act. The Parties shall take any and all such action as shall be necessary or desirable to establish reliance upon such provisions including, without limitation, obtaining appropriate representations from holders of the Outstanding Focus Stock.

(b) The Beacon Issuable Preferred Stock to be issued pursuant to the Merger shall not have been registered when issued and shall be characterized upon issuance as “restricted securities” under the federal securities laws, and under such laws such shares may be resold without registration under the Securities Act only in certain limited circumstances. Each certificate evidencing Beacon Issuable Preferred Stock to be issued pursuant to the Merger shall bear the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR APPLICABLE STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION WITHOUT AN EXEMPTION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF THE COMPANY'S LEGAL COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

1.9 Tax Consequences.

For federal income tax purposes, the Merger is intended to constitute a reorganization within the meaning of Section 368(a) of the Code. The Parties to this Agreement hereby adopt this Agreement as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations. Accordingly, both prior to and after the Effective Time, each Party's books and records shall be maintained and all federal, state and local income tax returns and schedules thereto shall be filed in a manner consistent with the Merger being qualified as a reverse triangular merger under Section 368(a)(2)(E) of the Code. Each Party shall provide to each other such information, reports, returns or schedules as may be reasonably required to assist such Party in accounting for and reporting the Merger being so qualified.

1.10 Further Action.

If, at any time after the Effective Time, any further action is determined by Beacon to be necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Entity with full right, title and possession of and to all rights and property of Merger Sub and Focus, the officers and directors of the Surviving Entity shall be fully authorized (in the name of Focus, Merger Sub and otherwise) to take such action.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF BEACON AND MERGER SUB

Each of Beacon and Merger Sub, jointly and severally, represents and warrants to Focus as follows except as set forth in the Beacon Disclosure Schedule:

2.1 Organization and Good Standing.

(a) Each of Beacon and Merger Sub is a corporation, duly incorporated, validly existing, and in good standing under the laws of Nevada, with full corporate power and authority to conduct its business as now being conducted, to own or use the respective properties and assets that it purports to own or use, and to perform all of its obligations under Beacon Material Contracts, as applicable. Each of Beacon and Merger Sub is duly qualified to do business as a foreign corporation, and is in good standing under the laws of each state or other jurisdiction in which either the ownership or use of the properties owned or used by it, or the nature of the activities conducted by it, requires such qualification, except where the failure to be so qualified could not reasonably be expected, individually or in the aggregate, to result in a Beacon Material Adverse Effect.

(b) Part 2.1(b) of the Beacon Disclosure Schedule lists, and Beacon has delivered to Focus copies of, each of its and Merger Sub's Organizational Documents, each as currently in effect. Other than (i) Beacon Solutions CZ, S.R.O., (ii) BESG Consulting, Inc., (iii) BESG Ireland Ltd, (iv) BH Acquisition Sub, Inc., (v) Datacenter Contractors AG, (vi) Beacon Enterprise Solutions Group, Inc., an Indiana corporation, (vii) Beacon Sub LLC, and (viii) Merger Sub, Beacon has no Subsidiaries and owns no equity interests in any other Entity.

2.2 Authority; No Conflict.

(a) Each of Beacon and Merger Sub has all necessary power and authority, as applicable, to execute and deliver this Agreement and the other agreements referred to in this Agreement, to perform its obligations hereunder and thereunder, and to consummate the Merger and the other transactions contemplated hereby and thereby (collectively, the "**Contemplated Transactions**"), subject to the filing of the Articles of Merger required by the Act. The execution and delivery of this Agreement by Beacon and Merger Sub and the consummation by Beacon and Merger Sub of the Contemplated Transactions have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings, on the part of each of Beacon or Merger Sub is necessary to authorize this Agreement or to consummate the Contemplated Transactions (other than post-closing approval of the Beacon Articles Amendment by the shareholders of Beacon (the "**Required Beacon Shareholder Vote**") and the filing of the Articles of Merger and other appropriate merger documents as required by the Act). The board of directors of each of Beacon and Merger Sub has unanimously approved this Agreement and declared it to be advisable. This Agreement has been duly and validly executed and delivered by Beacon and Merger Sub and constitutes the legal, valid and binding obligations of Beacon and Merger Sub, enforceable against Beacon and Merger Sub in accordance with its terms, subject to: (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

(b) Except as set forth in Part 2.2(b) of the Beacon Disclosure Schedule and the filing of the Articles of Merger required by the Act, neither the execution and delivery of this Agreement nor the consummation of any of the Contemplated Transactions do or will, directly or indirectly (with or without notice or lapse of time or both), (i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of any of the Beacon Corporations, or (B) any resolution adopted by the board of directors or the shareholders of any of the Beacon Corporations; (ii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under, any Legal Requirement or any Order to which any of the Beacon Corporations, or any of the assets owned or used by any of the Beacon Corporations, is or may be subject; (iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that is held by any of the Beacon Corporations, or that otherwise relates to the business of, or any of the assets owned or used by, any of the Beacon Corporations; (iv) cause any of the Beacon Corporations to become subject to, or to become liable for the payment of, any Tax; (v) cause any of the assets owned by any of the Beacon Corporations to be reassessed or revalued by any Taxing Authority or other Governmental Body; or (vi) result in the imposition or creation of any Encumbrance upon or with respect to any of the assets owned or used by any of the Beacon Corporations, except, in the case of clauses (ii), (iii), (iv), (v), and (vi) for any such conflicts, violations, breaches, defaults or other occurrences that would not prevent or delay consummation of the Merger in any material respect, or otherwise prevent Beacon from performing its obligations under this Agreement in any material respect, and could not reasonably be expected to, individually or in the aggregate, result in a Beacon Material Adverse Effect.

(c) The execution and delivery of this Agreement by Beacon do not, and the performance of this Agreement and the consummation of the Contemplated Transactions by Beacon will not, require any Consent of, or filing with or notification to, any Governmental Body, except (i) for (A) applicable requirements, if any, of the Exchange Act, the Securities Act, and state securities or "blue sky" laws ("**Blue Sky Laws**"), (B) the filing of the Beacon Articles Amendment, and (C) the filing of the Articles of Merger as required by the Act, and (ii) where failure to obtain such Consents, or to make such filings or notifications, would not prevent or delay consummation of the Merger in any material respect, or otherwise prevent Beacon from performing its obligations under this Agreement in any material respect, and could not reasonably be expected to, individually or in the aggregate, result in a Beacon Material Adverse Effect.

2.3 Capitalization.

(a) The authorized capital stock of Beacon consists of (i) 70,000,000 shares of Beacon Common Stock and (ii) 5,000,000 shares of Beacon Preferred Stock, of which (A) 4,500 have been designated as Series A convertible preferred stock, (B) 1,000 have been designated as Series A-1 convertible preferred stock, (C) 4,000 have been designated as Series B convertible preferred stock, (D) 400 have been designated as Series C-1 convertible preferred stock, (E) 2,000 have been designated as Series C-2 convertible preferred stock, (F) 110 have been designated as Series C-3 convertible preferred stock, (G) 2,000,000 have been designated as Series D convertible preferred stock, and (H) 1,000,000 have been designated as Series E convertible preferred stock. As of the date of this Agreement, (i) 40,217,913 shares of Beacon Common Stock are issued and outstanding; (ii) 500.377 shares of Series A convertible preferred stock are issued and outstanding and are convertible into 1,000,754 shares of Beacon Common Stock; (iii) 295.234 shares of Series A-1 convertible preferred stock are issued and outstanding and are convertible into 590,468 shares of Beacon Common Stock; and (iv) no shares of Series B, Series C-1, Series C-2, Series C-3, Series D, or Series E convertible preferred stock are issued and outstanding. The shares listed in the preceding sentence all have been duly authorized and validly issued, and are fully paid and nonassessable.

(b) Part 2.3 of the Beacon Disclosure Schedule sets forth the number of shares of Beacon Common Stock reserved for issuance upon the exercise of outstanding stock options granted pursuant to the Beacon Stock Plans (the "**Beacon Stock Options**"), the number of shares of Beacon Common Stock reserved for issuance upon the exercise of warrants of Beacon (the "**Beacon Warrants**"), and the weighted average strike price of outstanding Beacon Stock Options and Beacon Warrants, all current as of June 30, 2012. Since June 30, 2012, no additional Beacon Stock Options or additional Beacon Warrants have been granted.

(c) Except as described in subsection (a) of this Section 2.3 or in Part 2.3 of the Beacon Disclosure Schedule, there are not any bonds, debentures, notes or other indebtedness or securities of Beacon having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which shareholders of Beacon may vote. Except as set forth in subsections (a) and (b) of this Section 2.3, as of the date of this Agreement, no shares of capital stock or other voting securities of Beacon are issued, reserved for issuance or outstanding.

(d) Except as set forth in this Section 2.3 or in Part 2.3 of the Beacon Disclosure Schedule, there are no options, stock appreciation rights, warrants or other rights, Contracts, arrangements or commitments of any character (collectively, "**Options**") relating to the issued or unissued capital stock of any of the Beacon Corporations, or obligating any of the Beacon Corporations to issue, grant or sell any shares of capital stock of, or other equity interests in, or securities convertible into equity interests in, Beacon or any of its Subsidiaries.

(e) All shares of Beacon Issuable Preferred Stock issued or subject to issuance as described above on or before the Closing are or will, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, be duly authorized, validly issued, fully paid and nonassessable. None of the Beacon Corporations has any Contract or other obligation to repurchase, redeem or otherwise acquire any shares of Beacon Preferred Stock or any capital stock of any of Beacon's Subsidiaries, or make any investment (in the form of a loan, capital contribution or otherwise) in any of Beacon's Subsidiaries or any other Person. Each outstanding share of capital stock of each of Beacon's Subsidiaries is duly authorized, validly issued, fully paid and nonassessable, and each such share is owned by Beacon or another Beacon Corporation and is free and clear of all Encumbrances. None of the outstanding equity securities or other securities of any of the Beacon Corporations was issued in violation of the Securities Act or any other Legal Requirement. None of the Beacon Corporations owns, or has any Contract or other obligation to acquire, any equity securities or other securities of any Person (other than Subsidiaries of Beacon) or any direct or indirect equity or ownership interest in any other business. None of the Beacon Corporations is or has ever been a general partner of any general or limited partnership.

2.4 SEC Reports. Except as set forth on Part 2.4 of the Beacon Disclosure Schedule:

(a) Beacon has on a timely basis filed all forms, reports and documents required to be filed by it with the SEC since October 21, 2000 (such documents, as supplemented or amended since the time of filing, the "**Beacon SEC Reports**"). The Beacon SEC Reports (i) were or will be prepared in accordance with the requirements of the Securities Act and the Exchange Act, as the case may be, and, to the extent then applicable, SOX, including in each case, the rules and regulations thereunder, and (ii) except to the extent that information contained in any Beacon SEC Reports has been revised, modified or superseded (prior to the date of this Agreement) by a later filed Beacon SEC Report, did not at the time they were filed with the SEC, or will not at the time they are filed with the SEC, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of the date of this Agreement, there are no outstanding or unresolved comments in comment letters received from the SEC staff with respect to the Beacon SEC Reports. No Subsidiary of Beacon is or has been required to file any form, report, registration statement or other document with the SEC. Beacon maintains disclosure controls and procedures required by Rules 13a-15 or 15d-15 under the Exchange Act; and such controls and procedures are designed to ensure that all material information concerning Beacon and its Subsidiaries is made known on a timely basis to the individuals responsible for the preparation of Beacon's filings with the SEC and other public disclosure documents. As used in this Section 2.4, the term "file" shall be broadly construed to include any manner in which a document or information is furnished, supplied or otherwise made available to the SEC. Except for the periods as to which Beacon SEC Reports have not been delivered as noted on Part 2.4 of the Beacon Disclosure Schedule, with respect to Beacon's Annual Report on Form 10-K for each fiscal year of Beacon beginning on or after June 30, 2001 and Beacon's Quarterly Reports on Form 10-Q for each of the first three (3) fiscal quarters in each of such fiscal years of Beacon, all certifications and statements with respect thereto and required by Rules 13a-14 and 15d-14 under the Exchange Act and Sections 302 and 906 of SOX, and the rules and regulations of the SEC promulgated thereunder, complied with such rules and regulations and the statements contained in such certification statements were true and correct as of the date of the filing thereof.

(b) Since October 1, 2010, neither Beacon nor any of its Subsidiaries or, to Beacon's Knowledge, any Representative of Beacon or any of its Subsidiaries has received or has otherwise had or obtained knowledge of any complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Beacon or any of its Subsidiaries or their internal control over financial reporting, including any complaint, allegation, assertion or claim that Beacon or any of its Subsidiaries has engaged in questionable accounting or auditing practices.

(c) Except as set forth in the Beacon SEC Reports, through and including the period ending June 30, 2012, the Beacon Corporations have implemented and maintain a system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including, without limitation, that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Beacon's officers have evaluated the effectiveness of Beacon's controls and procedures as of the date of filing of the most recently filed periodic report under the Exchange Act (such date, the "**Evaluation Date**"). Except as set forth in the Beacon SEC Reports, as of the Evaluation Date, (A) there had not been any changes in the Beacon Corporations' internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Beacon Corporations' internal control over financial reporting; and (B) all significant deficiencies and material weaknesses in the design or operation of the Beacon Corporations' internal control over financial reporting which are reasonably likely to adversely affect the Beacon Corporations' ability to record, process, summarize and report financial information had been disclosed to Beacon's outside auditors and the audit committee of Beacon's board of directors. Since the Evaluation Date, there has not been any fraud, whether or not material, committed by Beacon's management or other employees who have a significant role in the Beacon Corporations' internal control over financial reporting.

2.5 Financial Statements. The financial statements and notes contained or incorporated by reference in the Beacon SEC Reports (i) complied as to form in all material respects with the published rules and regulations of the SEC (including Regulation S-X) as of the date of the filing of such reports; (ii) were prepared in accordance with GAAP (except as may be indicated in the notes to such financial statements or, in the case of unaudited financial statements, as permitted by Form 10-Q of the SEC, and except that the unaudited financial statements may not contain footnotes to the extent permitted by Regulation S-X and are subject to normal and recurring year-end adjustments that will not, individually or in the aggregate, be material in amount); and (iii) fairly present in all material respects the consolidated financial position of the Beacon Corporations as of the respective dates thereof and the consolidated results of operations, changes in stockholders' equity, and cash flows of the Beacon Corporations as at the respective dates of and for the periods referred to in such financial statements. The financial statements referred to in this Section 2.5 reflect the consistent application of such accounting principles throughout the periods involved, except as disclosed in the notes to such financial statements. No financial statements of any Person other than Beacon and its Subsidiaries are required by GAAP to be included in the consolidated financial statements of Beacon.

2.6 Trading on OTCPK. As of the date of this Agreement, shares of Beacon Common Stock are quoted for trading on the OTCPK and trading in Beacon Common Stock on the OTCPK has not been suspended.

2.7 Valid Issuance. The Beacon Issuable Preferred Stock to be issued in the Merger will, when issued in accordance with the provisions of this Agreement, be validly issued, fully paid and nonassessable. The Beacon Common Stock issuable upon conversion of the Beacon Issuable Preferred Stock, as applicable, will, when issued in accordance with the Certificates of Designation therefor, be validly issued, fully paid and nonassessable.

2.8 Taxes. Except as set forth on Part 2.8 of the Beacon Disclosure Schedule:

(a) Timely Filing of Tax Returns. Beacon has filed or caused to be filed all Tax Returns that are or were required to be filed by or with respect to it, either separately or as a member of a group of corporations, pursuant to applicable Legal Requirements. With respect to all tax years beginning on or after September 30, 2009, all Tax Returns filed by (or that include on a consolidated basis) Beacon were (and, as to Tax Returns not filed as of the date hereof, will be) in all respects true, complete and correct and filed on a timely basis.

(b) Payment of Taxes. Beacon has, within the time and in the manner prescribed by law, paid (and until Closing will pay within the time and in the manner prescribed by law) all Taxes that are due and payable.

(c) Withholding Taxes. Beacon has complied (and until the Closing will comply) with all applicable Legal Requirements relating to the payment and withholding of Taxes (including, but not limited to, withholding and reporting requirements under the Code or Sections 1441 through 1464, 3401 through 3406, 6041 and 6049 of the Code, and similar provisions under any other laws) and has, within the times and in the manner prescribed by law, withheld from employee wages and paid over to proper Governmental Bodies all amounts required.

(d) Qualification as a Reorganization. Neither Beacon nor any Beacon Corporation has taken any action, or has any Knowledge of any fact or circumstance relating to Beacon or any Beacon Corporation, that could reasonably be expected to prevent the Merger from qualifying, or adversely affect the status of the Merger, as a reorganization within the meaning of Section 368(a) of the Code or any other provision of the Code pursuant to which the acquisition of Focus contemplated hereby would qualify so as not to constitute a taxable event to the Parties and/or their shareholders.

(e) Section 355 Representation. Beacon has not constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock qualifying for tax free treatment under Section 355 of the Code (i) in the two years prior to the date of this Agreement or (ii) in a distribution which could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) in connection with the Merger.

2.9 Employee Benefits. Except as set forth in Part 2.9 of the Beacon Disclosure Schedule, Beacon does not maintain, or have any obligation to make contributions to, any Benefit Plan that is an employee benefit plan within the meaning of Section 3(3) of ERISA (an "**ERISA Plan**"), or any other Benefit Plan (a "**Non-ERISA Plan**"). All such ERISA and Non-ERISA Plans have been maintained and operated in all material respects in accordance with all Legal Requirements applicable to such plans, and the terms and conditions of the respective plan documents.

2.10 Compliance with Legal Requirements; Governmental Authorizations.

(a) Except as set forth in Part 2.10 of the Beacon Disclosure Schedule, the Beacon Corporations are, and at all times since October 1, 2010 have been, in material compliance with each Legal Requirement that is or was applicable to any of them or to the conduct or operation of their business or the ownership or use of any of their assets, including, without limitation, any regulation issued under any such Legal Requirement; no event has occurred or circumstance exists that (with or without notice or lapse of time or both) (i) may constitute or result in a material violation by any of the Beacon Corporations of, or a substantial failure on the part of any of the Beacon Corporations to comply with, any Legal Requirement, or (ii) may give rise to any obligation on the part of any of the Beacon Corporations to undertake, or to bear all or any portion of the cost of, any substantial remedial action of any nature; and none of the Beacon Corporations has received, at any time since January 1, 2009, any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding (x) any actual, alleged, possible, or potential violation of, or failure to comply with, any Legal Requirement, (y) any actual, alleged, possible, or potential obligation on the part of any of the Beacon Corporations to undertake, or to bear all or any portion of the cost of, any remedial action of any nature, or (z) any investigation with respect to any such Legal Requirement.

(b) The Beacon Corporations have all material Governmental Authorizations required to conduct their respective businesses as now being conducted. Such Governmental Authorizations are valid and in full force and effect, and the Beacon Corporations and Persons acting in concert with and on behalf of the Beacon Corporations are in compliance in all material respects with all such Governmental Authorizations.

(c) The Beacon Corporations and, to Beacon's Knowledge, Persons acting in concert with and on behalf of any Beacon Corporation:

(i) have not used in any capacity the services of any individual or Entity debarred, excluded, or disqualified under 21 U.S.C. Section 335a, 42 U.S.C. Section 1320a-7, 21 C.F.R. Section 312.70, or any similar laws, rules or regulations; and

(ii) have not been convicted of any crime or engaged in any conduct that has resulted, or would reasonably be expected to result, in debarment, exclusion, or disqualification under 21 U.S.C. Section 335a, 42 U.S.C. Section 1320a-7, 21 C.F.R. Section 312.70, or any similar laws, rules regulations.

(d) None of the Beacon Corporations, and (to the Knowledge of Beacon) no Representative of any Beacon Corporation with respect to any matter relating to any of the Beacon Corporations, has: (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity; (ii) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns or violated any provision of the Foreign Corrupt Practices Act of 1977, as amended; or (iii) made any other unlawful payment.

(e) None of the Beacon Corporations, or, to Beacon's Knowledge, Persons acting in concert with or on behalf of any Beacon Corporation, or, to Beacon's Knowledge, any officers, employees or agents of the same has with respect to any product that is manufactured, tested, distributed, held or marketed by or on behalf of any Beacon Corporation made an untrue statement of a material fact or fraudulent statement to any Governmental Body, or failed to disclose a material fact required to be disclosed any Governmental Body, or committed an act, or made a statement.

2.11 Environmental Matters. None of the operations of the Beacon Corporations involves the generation, transportation, treatment, storage or disposal of hazardous waste, as defined under 40 C.F.R. Parts 260-270 or any state, local or foreign equivalent.

2.12 Legal Proceedings.

(a) Except as set forth in Part 2.12 of the Beacon Disclosure Schedule, there is no pending Legal Proceeding (i) that has been, to Beacon's Knowledge, threatened or commenced by or against any of the Beacon Corporations or that otherwise relates to or may affect the business of, or any of the assets owned or used by, any of the Beacon Corporations, except for such Legal Proceedings as could not reasonably be expected to, individually or in the aggregate, result in a Beacon Material Adverse Effect, (ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions, or (iii) against any director or officer of any of the Beacon Corporations pursuant to Sections 8A or 20(b) of the Securities Act or Sections 21(d) or 21C of the Exchange Act.

(b) To Beacon's Knowledge, no Legal Proceeding that if pending would be required to be disclosed under the preceding paragraph has been explicitly threatened in a written communication delivered to a current executive officer of Beacon.

2.13 Beacon Action.

(a) The board of directors of Beacon (at a meeting duly called and held in accordance with Beacon's Organizational Documents) has unanimously (i) determined that this Agreement and the Merger are advisable, fair, and in the best interests of Beacon and its shareholders, and (ii) duly and validly approved, adopted and declared advisable the Merger and this Agreement, and none of the aforementioned actions of the board of directors of Beacon have been amended, modified or rescinded.

(b) The Required Beacon Shareholder Vote is the only vote of the holders of any class or series of Beacon's capital stock necessary to approve the filing of the Beacon Articles Amendment.

2.14 Contracts. All agreements and obligations of Beacon that are material to the business and operations of Beacon or otherwise described in any of the paragraphs of Item 601(b) of Regulation S-K of the SEC (each, a "**Beacon Material Contract**"), have been filed as exhibits to, or described in, the Beacon SEC Reports.

2.15 Insurance. Except as set forth in Part 2.15 of the Beacon Disclosure Schedule, Beacon does not own or maintain any insurance policies.

2.16 Labor Matters. Except as disclosed in the Beacon SEC Reports or set forth in Part 2.16 of the Beacon Disclosure Schedule, (i) none of the Beacon Corporations is a party to, or bound by, any collective bargaining agreement, Contract or other agreement or understanding with a labor union or labor organization; (ii) none of the Beacon Corporations is the subject of any Legal Proceeding asserting that any of the Beacon Corporations has committed an unfair labor practice or seeking to compel it to bargain with any labor organization as to wages or conditions of employment; (iii) there is no strike, work stoppage or other labor dispute involving any of the Beacon Corporations pending or, to Beacon's Knowledge, threatened; (iv) no complaint, charge or Legal Proceeding by or before any Governmental Body brought by or on behalf of any employee, prospective employee, former employee, retiree, labor organization or other representative of its employees is pending or, to Beacon's Knowledge, threatened against any of the Beacon Corporations; (v) no grievance is pending or, to Beacon's Knowledge, threatened against any of the Beacon Corporations; and (vi) none of the Beacon Corporations is a party to, or otherwise bound by, any Consent decree with, or citation by, any Governmental Body relating to employees or employment practices.

2.17 Interests of Officers and Directors. None of the officers or directors of any of the Beacon Corporations or any of their respective Affiliates (other than the Beacon Corporations), or any "associate" (as such term is defined in Rule 14a-1 under the Exchange Act) of any such officer or director, has any interest in any property, real or personal, tangible or intangible, used in or pertaining to the business of the Beacon Corporations, or in any supplier, distributor or customer of the Beacon Corporations, or any other relationship, Contract, agreement, arrangement or understanding with the Beacon Corporations, except as disclosed in the Beacon SEC Reports and except for the normal rights of a shareholder and rights under Beacon Stock Options and Beacon Warrants.

2.18 Brokers; Fees and Expenses. Except as set forth in Part 2.18 of the Beacon Disclosure Schedule, no broker, finder, investment banker or other Person is entitled to any brokerage, finder or similar fee or commission in connection with the Merger and the Contemplated Transactions based upon arrangements made by or on behalf of any Beacon Corporation.

2.19 Disclosure. None of the information supplied or to be supplied by or on behalf of Beacon in connection with this Agreement or the Contemplated Transactions will contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading.

2.20 Shell Company. Beacon is not currently, nor has it been in the past two years, a "shell company" as such term is defined in Rule 405 of the Securities Act.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF FOCUS

Focus represents and warrants to Beacon and Merger Sub as follows except as set forth in the Focus Disclosure Schedule:

3.1 Organization and Good Standing.

(a) Focus is a corporation duly organized, validly existing, and in good standing under the laws of Nevada, with full power and authority to conduct its business as now being conducted, to own or use its properties and assets that it purports to own or use, and to perform all of its obligations under Contracts to which Focus is party or by which Focus or its assets are bound. Focus is duly qualified to do business as a foreign corporation and is in good standing under the laws of each state or other jurisdiction in which either the ownership or use of the properties owned or used by it, or the nature of the activities conducted by it, requires such qualification, except where the failure to be so qualified could not reasonably be expected, individually or in the aggregate, to result in a Focus Material Adverse Effect.

(b) Part 3.1(b) of the Focus Disclosure Schedule lists Focus's jurisdiction of organization and its equity holders. Part 3.1(b) of the Focus Disclosure Schedule also lists, and Focus has delivered to Beacon copies of, the Organizational Documents of Focus, as currently in effect. Other than Optos and its Subsidiaries, Focus has no Subsidiaries and owns no equity interests in any other Entity. Other than (i) Focus Fiber Solutions, LLC, (ii) Jus-Com, Inc., (iii) Focus Wireless, LLC, (iv) MDT Infrastructure Solutions Limited, and (v) MDT Infrastructure Solutions Czech s.r.o., Optos has no Subsidiaries and owns no equity interests in any other Entity.

3.2 Authority; No Conflict.

(a) Focus has all necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Contemplated Transactions, subject to obtaining the Required Focus Shareholder Vote and the filing of the Articles of Merger required by the Act. The execution and delivery of this Agreement by Focus and the consummation by Focus of the Contemplated Transactions have been duly and validly authorized by all necessary corporate action and no other corporate proceedings on the part of Focus are necessary to authorize this Agreement or to consummate the Contemplated Transactions (other than, with respect to the Merger, the adoption of this Agreement by the holders of no less than 50.1% of the then Outstanding Focus Stock (the "**Required Focus Shareholder Vote**") and the filing of appropriate merger documents as required by the Act). The board of directors of Focus has approved this Agreement, declared it to be advisable and resolved to recommend to the shareholders of Focus that they vote in favor of the adoption of this Agreement in accordance with the Act. This Agreement has been duly and validly executed and delivered by Focus and constitutes the legal, valid and binding obligation of Focus, enforceable against Focus in accordance with its terms, subject to: (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

(b) Except as set forth in Part 3.2(b) of the Focus Disclosure Schedule and subject to obtaining the Required Focus Shareholder Vote and the filing of the Articles of Merger required by the Act, neither the execution and delivery of this Agreement nor the consummation of any of the Contemplated Transactions do or will, directly or indirectly (with or without notice or lapse of time or both) (i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of any of the Focus Corporations, or (B) any resolution adopted by the directors or the shareholders of any of the Focus Corporations; (ii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under, any Legal Requirement or any Order to which any of the Focus Corporations, or any of the assets owned or used by any of the Focus Corporations, is or may be subject; (iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that is held by any of the Focus Corporations, or that otherwise relates to the business of, or any of the assets owned or used by, any of the Focus Corporations; (iv) cause any of the Focus Corporations to become subject to, or to become liable for the payment of, any Tax; (v) cause any of the assets owned by any of the Focus Corporations to be reassessed or revalued by any Taxing Authority or other Governmental Body; (vi) contravene, conflict with, or result in a violation or breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, or create or give rise to any rights to or in any third Person to any payment of royalties or license fees, any rights to data or return of data or records, or to a right to terminate or amend any Contract to which any Focus Corporation is party or by which any Focus Corporation or any of its assets are bound, including, without limitation, any license agreement, distribution agreement, development agreement, clinical trial agreement or other Contract affecting the rights of any Focus Corporation; (vii) require a Consent from any Person, including, without limitation, any licensor of any product being developed by any Focus Corporation; or (viii) result in the imposition or creation of any Encumbrance upon or with respect to any of the assets owned or used by any of the Focus Corporations, except, in the case of clauses (ii), (iii), (iv), (v), (vi), (vii) and (viii), for any such conflicts, violations, breaches, defaults or other occurrences that would not prevent or delay consummation of the Merger in any material respect, or otherwise prevent Focus from performing its obligations under this Agreement in any material respect, and could not reasonably be expected to, individually or in the aggregate, result in a Focus Material Adverse Effect.

(c) The execution and delivery of this Agreement by Focus does not, and the performance of this Agreement and the consummation of the Contemplated Transactions by Focus will not, require any Consent of, or filing with or notification to, any Governmental Body, except (i) for (A) applicable requirements, if any, of the Exchange Act, the Securities Act and Blue Sky Laws, (B) the filing of a certificate of designation of the Focus Series B Preferred Stock with the State of Nevada, and (C) the filing of appropriate merger documents as required by the Act, and (ii) where failure to obtain such Consents, or to make such filings or notifications, would not prevent or delay consummation of the Merger in any material respect, or otherwise prevent Focus from performing its obligations under this Agreement in any material respect, and could not reasonably be expected to, individually or in the aggregate, result in a Focus Material Adverse Effect.

3.3 Capitalization.

(a) As of the date hereof, the authorized capital stock of Focus consists of (i) 100,000,000 shares of Focus Common Stock and (ii) 10,000,000 shares of Preferred Stock of which (A) 100,000 have been designated as Focus Series A Preferred Stock and (B) 100,000 have been designated as Focus Series B Preferred Stock. As of the date of this Agreement, (i) no shares of Focus Common Stock are issued and outstanding, (ii) 100,000 shares of Focus Series A Preferred Stock are issued and outstanding and convertible into 13,750,000 shares of Focus Common Stock, and (iii) 100,000 shares of Focus Series B Preferred Stock are issued and outstanding, of which 30,000 shares of Focus Series B Preferred Stock are owned by 5G Investments, LLC. There are no outstanding options to purchase equity interests in Focus ("**Focus Equity Options**") or warrants to purchase equity interests of Focus ("**Focus Warrants**") except as set forth in Part 3.3 of the Focus Disclosure Schedule. There are not any bonds, debentures, notes or other indebtedness or, except as described in the immediately preceding sentence, securities of Focus having the right to vote (or that are convertible into, or exchangeable for, securities having the right to vote) on any matters on which shareholders of Focus may vote. Except as set forth in this Section 3.3 or in Part 3.3 of the Focus Disclosure Schedule, there are no Options relating to the issued or unissued capital or other equity interests of Focus, or obligating Focus to issue, grant or sell any equity interests in, or securities convertible into equity interests in, Focus. None of the outstanding equity securities or other securities of Focus was issued in violation of the Securities Act or any other Legal Requirement. Except as set forth in the first sentence of this Section 3.3, as of the date hereof, and as of the Closing Date, no equity interests or voting securities of Focus are or will be issued, reserved for issuance or outstanding.

(b) Focus does not have any Contract or other obligation to repurchase, redeem or otherwise acquire any equity interests in Focus, or make any investment (in the form of a loan, capital contribution or otherwise) in any other Person. None of the outstanding equity securities or other securities of Focus was issued in violation of the Securities Act or any other Legal Requirement. Focus has never been a general partner of any general or limited partnership.

3.4 Focus Action.

(a) The board of directors of Focus (by written consent in accordance with Focus's Organizational Documents) has unanimously (i) determined that this Agreement and the Merger are advisable, fair, and in the best interests of Focus and its shareholders, (ii) duly and validly approved, adopted and declared advisable the Merger and this Agreement, and (iii) recommended the approval by the shareholders of Focus of the Merger and this Agreement. None of the aforementioned actions of the Board of Directors of Focus have been amended, modified or rescinded.

(b) The Required Focus Shareholder Vote is the only vote of the holders of any class or series of Focus's equity interests necessary to approve the Merger and this Agreement.

3.5 Financial Statements. Part 3.5 of the Focus Disclosure Schedule contains (a) the audited balance sheets of Focus as of December 31, 2011 and 2010, and the related audited statements of income, changes in stockholders' equity, and cash flows of Focus for the years then ended and from the inception of Focus to such date (the "**Focus Audited Financial Statements**"), (b) the unaudited balance sheets of Focus as of December 31, 2012, and the related unaudited statements of income, changes in stockholders' equity, and cash flows of Focus for the year then ended (the "**Focus Unaudited Financial Statements**"), and (c) the unaudited balance sheets as of March 31, 2013 and the related unaudited statements of income, change in stockholders' equity and cash flows for the three-month period then ended (the "**Focus Interim Statements**"). The Focus Audited Financial Statements have been audited by De Joya Griffith, LLC, and are accompanied by their audit report, and the Focus Audited Financial Statements, the Focus Unaudited Financial Statements, and the Focus Interim Statements were prepared in accordance with GAAP consistently applied with past practice (except in each case as described in the notes thereto) and on that basis present fairly, in all material respects, the financial position and the results of operations, changes in stockholders' equity, and cash flows of the Focus Corporations as of the dates of and for the periods referred to in the Focus Audited Financial Statements, the Focus Unaudited Financial Statements and the Focus Interim Statements, respectively.

3.6 Proprietary Rights.

(a) Registered IP. Part 3.6(a) of the Focus Disclosure Schedule contains a complete and accurate list of all Registered IP owned or purported to be owned by or filed in the name of any Focus Corporation, which list identifies (i) the jurisdiction in which each item of Registered IP has been registered or filed, and (ii) any item of Registered IP that is jointly owned with any other Person.

(b) Third Party IP and Inbound Licenses. Part 3.6(b) of the Focus Disclosure Schedule contains a complete and accurate list of all Intellectual Property Rights or Intellectual Property licensed to any of the Focus Corporations (other than non-customized, executable code, internal use software licenses for software that is not incorporated into, or used directly in the development, manufacturing, or distribution of, any of the Focus Corporations' products or services and that is generally available on standard terms for less than $2,000), and the corresponding Contracts in which such Intellectual Property Rights or Intellectual Property is licensed to any of the Focus Corporations (all of which are deemed to be Focus Material Contracts for purposes of Section 3.12).

(c) Outbound Licenses. Part 3.6(c) of the Focus Disclosure Schedule contains a complete and accurate list of all Contracts currently in effect in which any Person has been granted any license under, or otherwise transferred or conveyed any right or interest in, any Focus IP. No Focus Corporation is bound by, and no Focus IP is subject to, any Contract containing any covenant or other provision that in any way limits or restricts the ability of the Focus Corporations to use, exploit, assert, or enforce the Focus IP anywhere in the world which limitations or restrictions would reasonably be expected to have a Focus Material Adverse Effect.

(d) IP-Related Demand Letters. Part 3.6(d) of the Focus Disclosure Schedule contains a complete and accurate list (and Focus has provided true, complete and accurate copies to Beacon) of all letters and other written or electronic communications or correspondence between any Focus Corporation or any of its Representatives and any other Person regarding any actual, alleged, possible, potential, or suspected infringement or misappropriation of Focus IP, along with a brief description of the current status of each such matter.

(e) Ownership Free and Clear. The Focus Corporations exclusively own all right, title, and interest to and in the Focus IP (other than Intellectual Property Rights exclusively licensed to Focus, as identified in Part 3.6(b) of the Focus Disclosure Schedule) free and clear of any Encumbrances (other than non-exclusive licenses granted pursuant to the license agreements listed in Part 3.6(c) of the Focus Disclosure Schedule).

(f) Valid and Enforceable. To Focus's Knowledge, all Focus IP is valid, subsisting, and enforceable. Without limiting the generality of the foregoing, no Legal Proceeding (including any interference, opposition, reissue, or reexamination proceeding) is pending or, to Focus's Knowledge, threatened, and there has been no Legal Proceeding, in which the scope, validity, or enforceability of any Focus IP is being, has been, or could reasonably be expected to be contested or challenged.

(g) Employees and Contractors. All employees and contractors of any Focus Corporation who were involved in the creation or development of the Focus IP have signed agreements containing intellectual property assignments and confidentiality provisions. No past or present member, shareholder, officer, manager, director, or employee of any Focus Corporation has any claim, right, or interest to or in any Focus IP.

(h) Infringement of Focus IP by Third Parties. To Focus's Knowledge, no Person has infringed, misappropriated, or otherwise violated, and no Person is currently infringing, misappropriating, or otherwise violating, any Focus IP.

(i) Effects of This Transaction. Neither the execution or delivery of this Agreement nor the performance of this Agreement and the consummation of the Contemplated Transactions will, with or without notice or lapse of time, result in, or give any other Person the right or option to cause or declare, (i) a loss of, or Encumbrance or restriction on, any Focus IP or any license to Intellectual Property or Intellectual Property Rights held by a Focus Corporation; (ii) a breach of any license agreement listed or required to be listed in Part 3.6(b) of the Focus Disclosure Schedule; (iii) the release or delivery of any Focus IP to any other Person; or (iv) the grant, assignment, or transfer to any other Person of any license or other right or interest under, to, or in any of the Focus IP.

(j) No Infringement of Third Party IP Rights. To Focus's Knowledge, no Focus Corporation has ever infringed, misappropriated, or otherwise violated the Intellectual Property Rights of any other Person, which infringement or misappropriation would reasonably be expected to have a Focus Material Adverse Effect. Without limiting the generality of the foregoing, to Focus's Knowledge no product, information, or service ever manufactured, produced, distributed, published, used, provided, or sold by or on behalf of a Focus Corporation, and no Intellectual Property ever owned, used, or developed by a Focus Corporation, has infringed, misappropriated, or otherwise violated the Intellectual Property Rights of any other Person, which infringement or misappropriation would reasonably be expected to have a Focus Material Adverse Effect.

(k) Pending, Threatened, or Possible IP Infringement Claims. There are no pending or to Focus's Knowledge threatened infringement, misappropriation, or similar claims or Legal Proceedings against any of the Focus Corporations or against any other Person who would be entitled to indemnification by a Focus Corporation for such claim or Legal Proceeding. No Focus Corporation has ever received any notice or other communication (in writing or otherwise) of any actual, alleged, possible, potential, or suspected infringement or misappropriation of any other Person's Intellectual Property Rights by a Focus Corporation or by any product or service developed, manufactured, distributed, provided, or sold by or on behalf of a Focus Corporation.

(l) Other Infringement Liability. None of the Focus Corporations is bound by any Contract, or any commitment or promise, to indemnify any other Person for intellectual property infringement, misappropriation, or similar claims (other than the express infringement indemnities included in standard form sales or license agreements entered into by any of the Focus Corporations in the ordinary course of business). None of the Focus Corporations have assumed from any other Person any existing or potential liability for infringement, misappropriation, or violation of Intellectual Property Rights.

(m) Infringement Claims Relating to Third Party IP Licensed to Focus. To Focus's Knowledge there are no pending or threatened claims or proceedings involving Intellectual Property or Intellectual Property Rights licensed to any of the Focus Corporations that could reasonably be expected to adversely affect the use or exploitation thereof by any of the Focus Corporations or the manufacturing, distribution, or sale of any products or services currently being developed, offered, manufactured, distributed, or sold by any of the Focus Corporations.

(n) Sufficiency. To Focus's Knowledge, the Focus Corporations own or otherwise have all Intellectual Property Rights needed to conduct their respective businesses as currently conducted or planned to be conducted.

3.7 No Undisclosed Liabilities. Except as set forth in Part 3.7 of the Focus Disclosure Schedule, none of the Focus Corporations has liabilities or obligations of any nature (whether absolute, accrued, contingent, determined, determinable, choate, inchoate or otherwise), except for (a) liabilities or obligations reflected or reserved against in the Focus Balance Sheet (including any related notes thereto), (b) current liabilities incurred in the ordinary course of business, consistent with past practice, since the date of the Focus Balance Sheet that, individually or in the aggregate, would not have a Focus Material Adverse Effect, or (c) incurred in connection with this Agreement.

3.8 Taxes.

(a) Timely Filing of Tax Returns. Focus has filed or caused to be filed all Tax Returns that are or were required to be filed by or with respect to it, either separately or as a member of a group of corporations, pursuant to applicable Legal Requirements, except for any Tax Returns as to which the failure to file, individually or in the aggregate, would not have or result in a Focus Material Adverse Effect. All Tax Returns filed by (or that include on a consolidated basis) Focus were (and, as to Tax Returns not filed as of the date hereof, will be) in all material respects true, complete and correct and filed on a timely basis.

(b) Payment of Taxes. Focus has, within the time and in the manner prescribed by law, paid (and until Closing will pay within the time and in the manner prescribed by law) all Taxes that are due and payable, except such as are being contested in good faith by appropriate proceedings (to the extent that any such proceedings are required) and except as may be determined to be owed upon completion of any Tax Return not yet filed based upon an extension of time to file.

(c) Withholding Taxes. Focus has complied (and until the Closing will comply) with all applicable Legal Requirements relating to the payment and withholding of Taxes (including, but not limited to, withholding and reporting requirements under the Code or Sections 1441 through 1464, 3401 through 3406, 6041 and 6049 of the Code, and similar provisions under any other laws) and has, within the times and in the manner prescribed by law, withheld from employee wages and paid over to proper Governmental Bodies all amounts required.

(d) Qualification as a Reorganization. Neither Focus nor any Focus Corporation has taken any action, or has any Knowledge of any fact or circumstance relating to Focus or any Focus Corporation, that could reasonably be expected to prevent the Merger from qualifying, or adversely affect the status of the Merger, as a reorganization within the meaning of Section 368(a) of the Code or any other provision of the Code pursuant to which the acquisition of Focus contemplated hereby would qualify so as not to constitute a taxable event to the Parties and/or their shareholders.

(e) Section 355 Representation. Focus has not constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock qualifying for tax free treatment under Section 355 of the Code (i) in the two years prior to the date of this Agreement or (ii) in a distribution which could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) in connection with the Merger.

3.9 Compliance with Legal Requirements; Governmental Authorizations.

(a) The Focus Corporations are, and at all times since January 1, 2011 have been, in material compliance with each Legal Requirement that is or was applicable to them or to the conduct or operation of their business or the ownership or use of any of its assets, including, without limitation, any regulation issued under any such Legal Requirement; no event has occurred or circumstance exists that (with or without notice or lapse of time or both) (i) may constitute or result in a material violation by any of the Focus Corporations of, or a substantial failure on the part of any of the Focus Corporations to comply with, any Legal Requirement, or (ii) may give rise to any obligation on the part of any of the Focus Corporations to undertake, or to bear all or any portion of the cost of, any substantial remedial action of any nature; and none of the Focus Corporations have received, at any time since January 1, 2011, any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding (x) any actual, alleged, possible, or potential violation of, or failure to comply with, any Legal Requirement, (y) any actual, alleged, possible, or potential obligation on the part of any of the Focus Corporations to undertake, or to bear all or any portion of the cost of, any remedial action of any nature, or (z) any investigation with respect to any such Legal Requirement.

(b) The Focus Corporations have all material Governmental Authorizations required to conduct its business as now being conducted. Such Governmental Authorizations are valid and in full force and effect, and the Focus Corporations and Persons acting in concert with and on behalf of the Focus Corporations are in compliance in all material respects with all such Governmental Authorizations.

(c) The Focus Corporations and, to Focus's Knowledge, Persons acting in concert with and on behalf of any Focus Corporation:

(i) have not used in any capacity the services of any individual or Entity debarred, excluded, or disqualified under 21 U.S.C. Section 335a, 42 U.S.C. Section 1320a-7, 21 C.F.R. Section 312.70, or any similar laws, rules or regulations; and

(ii) have not been convicted of any crime or engaged in any conduct that has resulted, or would reasonably be expected to result, in debarment, exclusion, or disqualification under 21 U.S.C. Section 335a, 42 U.S.C. Section 1320a-7, 21 C.F.R. Section 312.70, or any similar laws, rules regulations.

(d) None of the Focus Corporations, and (to the Knowledge of Focus) no Representative of any Focus Corporation with respect to any matter relating to any of the Focus Corporations, has: (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity; (ii) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns or violated any provision of the Foreign Corrupt Practices Act of 1977, as amended; or (iii) made any other unlawful payment.

(e) None of the Focus Corporations or, to Focus's Knowledge, Persons acting in concert with or, to Focus's Knowledge, on behalf of any Focus Corporation, nor any officers, employees or agents of the same has with respect to any product that is manufactured, tested, distributed, held or marketed by or on behalf of any Focus Corporation made an untrue statement of a material fact or fraudulent statement to any Governmental Body, or failed to disclose a material fact required to be disclosed to any Governmental Body.

3.10 Legal Proceedings.

(a) Except as set forth in Part 3.10 of the Focus Disclosure Schedule, there is no pending Legal Proceeding (i) that has been commenced by or against any of the Focus Corporations or that otherwise relates to or may affect the business of, or any of the assets owned or used by, any of the Focus Corporations, except for such Legal Proceedings as could not reasonably be expected to, individually or in the aggregate, result in a Focus Material Adverse Effect or (ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions.

(b) To Focus's Knowledge, (i) no Legal Proceeding that if pending would be required to be disclosed under the preceding paragraph has been threatened, and (ii) no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any such Legal Proceeding.

3.11 Absence of Certain Changes and Events.

Except as set forth in Part 3.11 of the Focus Disclosure Schedule or as otherwise expressly contemplated by this Agreement, since the date of the Focus Balance Sheet, Focus has conducted its business only in the ordinary course of business, consistent with past practices and there has not been

(a) any Focus Material Adverse Effect, and no event has occurred or circumstance exists that may result in a Focus Material Adverse Effect, any action or event of the type described in Section 4.2;

(b) any material loss, damage or destruction to, or any material interruption in the use of, any of the assets of Focus (whether or not covered by insurance) that has had or could reasonably be expected to have a Focus Material Adverse Effect;

(c) except in the ordinary course of business and consistent with past practice , any action by Focus to (i) enter into or suffer any of the assets owned or used by it to become bound by any Focus Material Contract, or (ii) amend or terminate, or waive any material right or remedy under any Focus Material Contract; or

(d) any agreement or commitment to take any of the actions referred to in clause (b) above.

3.12 Contracts; No Defaults.

(a) Part 3.12(a) of the Focus Disclosure Schedule sets forth a complete and accurate list of all agreements and obligations of Focus that are material to the business and operations of Focus or that are otherwise described in any of the paragraphs of Item 601(b) of Regulation S-K of the SEC ("**Focus Material Contracts**").

(b) Each Focus Material Contract is valid and in full force and effect, and is enforceable in accordance with its terms, subject to: (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

(c) Except as set forth in Part 3.12(c) of the Focus Disclosure Schedule: (i) none of the Focus Corporations has violated or breached, or committed any default under, any Focus Material Contract, except for violations, breaches and defaults that have not had and would not reasonably be expected to have a Focus Material Adverse Effect; and, to Focus's Knowledge, no other Person has violated or breached, or committed any default under, any Focus Material Contract, except for violations, breaches and defaults that have not had and would not reasonably be expected to have a Focus Material Adverse Effect; (ii) to Focus's Knowledge, no event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will or would reasonably be expected to, (A) result in a violation or breach of any of the provisions of any Focus Material Contract, (B) give any Person the right to declare a default or exercise any remedy under any Focus Material Contract, (C) give any Person the right to accelerate the maturity or performance of any Focus Material Contract, or (D) give any Person the right to cancel, terminate or modify any Focus Material Contract, except in each such case for defaults, acceleration rights, termination rights and other rights that have not had and would not reasonably be expected to have a Focus Material Adverse Effect; and (iii) since January 1, 2011, Focus has not received any written notice or other communication regarding any actual or possible violation or breach of, or default under, any Focus Material Contract, except in each such case for defaults, acceleration rights, termination rights and other rights that have not had and would not reasonably be expected to have a Focus Material Adverse Effect.

3.13 Labor; Employee Benefits.

(a) There are no employees or independent contractors employed or retained by or on behalf of Focus.

(b) Focus neither maintains nor has any obligation to make contributions to any ERISA Plan or any Non-ERISA Plan.

3.14 Brokers; Fees and Expenses. No broker, finder, investment banker or other Person is entitled to any brokerage, finder or similar fee or commission in connection with the Merger and the Contemplated Transactions based upon arrangements made by or on behalf of any Focus Corporation.

3.15 Disclosure. None of the information supplied or to be supplied by or on behalf of Focus in connection with this Agreement or the Contemplated Transactions will contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading.

ARTICLE IV
CERTAIN COVENANTS

4.1 Access and Investigation. During the period from the date of this Agreement through the Effective Time (the "**Pre-Closing Period**"), subject to (a) applicable Antitrust Laws and regulations relating to the exchange of information, (b) applicable Legal Requirements protecting the privacy of employees and personnel files, (c) applicable undertakings given by each Party to others requiring confidential treatment of documents, and (d) appropriate limitations on the disclosure of other information to maintain attorney-client privilege, each Party shall, and shall cause its Representatives, (i) to provide the other Party and the other Party's Representatives with full access to the such Party's Representatives, personnel and assets and to all existing books, records, Tax Returns, work papers and other documents, and with such additional financial, operating and other data and information regarding such Party and its Subsidiaries, and (ii) cause its officers to confer regularly with the other Party concerning the status of its business, in each case as the Party may reasonably request. Without limiting the generality of the foregoing, during the Pre-Closing Period, each Party shall promptly provide the other Party with, or afford the other Party the right to make, copies of (A) all material operating and financial reports prepared by such Party and its Subsidiaries for such Party's senior management, including copies of the unaudited monthly consolidated financial statements; (B) any written materials or communications sent by or on behalf of such Party to its shareholders; (C) any notice, report or other document filed with or sent to any Governmental Body in connection with the Merger or any of the other Contemplated Transactions; and (D) any material notice of alleged violations or legal non-compliance received by such Party or any of its Subsidiaries from any Governmental Body.

4.2 Operation of Business.

(a) During the Pre-Closing Period, each of Beacon and Focus, as the case may be, shall ensure that it (i) conducts its business and operations in the ordinary course of business consistent with past practices, provided, however, it is acknowledged that Beacon has ceased its regular business operations following the sale of its business assets to MDT Labor, LLC d/b/a MDT Technical; and (ii) complies with all applicable Legal Requirements and all of its Material Contracts (which for the purpose of this Section 4.2 shall include any Contract that would be a Material Contract of such Party if existing on the date of this Agreement).

(b) During the Pre-Closing Period, neither Beacon nor Focus shall (except with the prior written Consent of the other or as otherwise expressly contemplated by this Agreement or as part of the Contemplated Transactions):

(i) except in connection with the operation of its business as described in Section 4.2(a), take any action (or omit to take any action) if such action (or omission) would, or would be reasonably likely to result in (A) any representation and warranty of such Party set forth in this Agreement that is qualified as to materiality becoming untrue (as so qualified) or (B) any such representation and warranty that is not so qualified becoming untrue in any material respect;

(ii) (A) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock or property) in respect of, any of its equity or voting interests, (B) purchase, redeem or otherwise acquire any equity or voting interests or other securities of such Party or any options, warrants, calls or rights to acquire any such interests or other securities (provided, however that Optos shall acquire 100% of the issued and outstanding shares of capital stock of MDT Infrastructure Solutions Limited and 10% of the issued and outstanding shares of capital stock of MDT Infrastructure Solutions Czech s.r.o.), or (C) take any action that would result in any change of any term (including any conversion price thereof) of any debt security of any such Party;

(iii) amend or propose to amend any of its Organizational Documents or effect or become a party to any merger, consolidation, share exchange, business combination, recapitalization or similar transaction, provided, however that (A) Focus shall file a certificate of designation of the Focus Series B Preferred Stock and (B) Optos shall transfer 100% of the issued and outstanding membership interests of MDT Labor, LLC d/b/a MDT Technical to a Person other than Focus or any Subsidiary of Focus.

(iv) acquire by merger or consolidation, or by purchasing all or a substantial portion of the assets of, or by purchasing all or a substantial equity or voting interest in, or by any other manner, any business or any corporation, partnership, limited liability company, joint venture, association or other Entity or division thereof, provided, however that Optos shall acquire 100% of the issued and outstanding shares of capital stock of MDT Infrastructure Solutions Limited and 10% of the issued and outstanding shares of capital stock of MDT Infrastructure Solutions Czech s.r.o.;

(v) sell, grant a license in, mortgage or otherwise encumber or subject to any Encumbrance or otherwise dispose of any of its Intellectual Property Rights, except for the grant of licenses to unrelated third parties on terms that the licensor's governing body determines in good faith to be fair and in the best interests of the licensor and its owners;

(vi) repurchase, prepay or incur any indebtedness (other than trade payables incurred or equipment leases entered into in the ordinary course of business consistent with past practices) or guarantee any indebtedness of another person or issue or sell any debt securities or options, warrants, or other rights to acquire any debt securities of such Party, guarantee any debt securities of another person or enter into any arrangement having the economic effect of any of the foregoing, provided, however, that Focus shall cause the proceeds of the sale by Focus Fiber Solutions, LLC and Jus-Com, Inc. of certain of their assets to a Person other than Focus or any Subsidiary of Focus in order to repay such indebtedness owed by the Focus Corporations to Atalaya Administrative, LLC;

(vii) make any loans, advances or capital contributions to, or investments in, any other Person, other than any direct or indirect wholly owned Subsidiary of such Party and except for the reasonable business expenses incurred by employees in the ordinary course of business consistent with past practices;

(viii) take, or cause to be taken, any actions that would be reasonably likely to adversely affect the status of the Merger as a reorganization under Section 368(a) of the Code; or

(ix) authorize any of, or commit, resolve or agree to take any of, the foregoing actions.

(c) During the Pre-Closing Period, each of Beacon and Focus, as the case may be, shall promptly notify the other in writing of:

(i) the discovery by such Party of any event, condition, fact or circumstance that occurred or existed on or prior to the date of this Agreement and that caused or constitutes a material inaccuracy in any representation or warranty made by such Party in this Agreement;

(ii) any event, condition, fact or circumstance that occurs, arises or exists after the date of this Agreement and that would cause or constitute a material inaccuracy in any representation or warranty made by such Party in this Agreement if such representation or warranty had been made as of the time of the occurrence, existence or discovery of such event, condition, fact or circumstance;

(iii) any material breach of any covenant of such Party made herein;

(iv) any event, condition, fact or circumstance that would make the timely satisfaction of any of the conditions set forth in Section 5 or Section 6 impossible or unlikely or that has had or could reasonably be expected to have a Beacon Material Adverse Effect or Focus Material Adverse Effect, as the case may be; and

(v) (A) any notice or other communication received by such Party from any Person alleging that the Consent of such Person is or may be required in connection with the Contemplated Transactions, and (B) any Legal Proceeding or material claim threatened, commenced or asserted against or with respect to such Party or the Contemplated Transactions and any material development in any Legal Proceeding.

No notification given to the other Party pursuant to this Section 4.2(c) shall limit or otherwise affect any of the representations, warranties, covenants or obligations of the notifying Party contained in this Agreement.

4.3 No Control of Beacon's Business. Nothing contained in this Agreement shall give Focus, directly or indirectly, the right to control or direct the operations of Beacon prior to the Effective Time.

4.4 Regulatory Approvals.

(a) Focus and Beacon shall use commercially reasonable efforts to take, or cause to be taken, all actions necessary to consummate the Merger and make effective the other Contemplated Transactions. Without limiting the generality of the foregoing, Focus and Beacon (i) shall make all filings (if any) and give all notices (if any) required to be made and given by such Party in connection with the Merger and the other Contemplated Transactions, and shall submit promptly any additional information requested in connection with such filings and notices, (ii) shall use commercially reasonable efforts to obtain each Consent (if any) required to be obtained (pursuant to any applicable Legal Requirement or Contract, or otherwise) by such Party in connection with the Merger or any of the other Contemplated Transactions, and (iii) shall use commercially reasonable efforts to oppose or to lift, as the case may be, any restraint, injunction or other legal bar to the Merger. Each Party shall promptly deliver to the other Party a true, complete and accurate copy of each such filing made, each such notice given and each such Consent obtained by such Party during the Pre-Closing Period.

(b) Beacon and Focus shall respond as promptly as practicable to any inquiries or requests received from any Governmental Body in connection with antitrust or related matters. Each of Beacon and Focus shall (i) give the other Party prompt written notice of the commencement or threat of commencement of any Legal Proceeding by or before any Governmental Body with respect to the Merger or any of the other Contemplated Transactions, (ii) keep the other Party informed as to the status of any such Legal Proceeding or threat, and (iii) promptly inform the other Party of any material communication concerning Antitrust Laws to or from any Governmental Body regarding the Merger or any of the other Contemplated Transactions.

4.5 Resignation of Officers and Directors. Beacon shall use commercially reasonable efforts to obtain and deliver to Focus prior to the Closing Date (to be effective as of the Effective Time) the termination or resignation of each executive officer of Beacon and of each director of Beacon other than Bruce W. Widener.

4.6 Disclosure. Focus and Beacon shall consult with each other before issuing any press release or otherwise making any public statement with respect to the Merger or any of the other Contemplated Transactions. Without limiting the generality of the foregoing, each Party shall not, and shall not permit any of its Representatives to, make any disclosure regarding the Merger or any of the other Contemplated Transactions unless (a) the other Party shall have approved such disclosure or (b) such Party shall have been advised in writing by its outside legal counsel that such disclosure is required by applicable Legal Requirement and, to the extent practicable, before such press release or disclosure is issued or made, such Party advises the other Party in writing of, and consults with the other Party regarding, the text of such press release or disclosure.

4.7 Rule 16b-3. Focus, Beacon and Merger Sub shall take all such commercially reasonable steps as may be required to cause the Contemplated Transactions and any other dispositions of equity securities of Focus (including derivative securities) or acquisitions of equity securities of Beacon in connection with the Merger by each individual who (a) is a director or officer of Focus, or (b) at the Effective Time will become a director or officer of Beacon, to be exempt under Rule 16b-3 promulgated under the Exchange Act.

4.8 Employment; Employee Benefits. Prior to the Effective Time, Beacon shall, if requested to do so by Focus, terminate all or any of Beacon Corporations' defined contribution 401(k) plans.

4.9 State Takeover Laws. If any state takeover statute becomes or is deemed to be applicable to Beacon, Merger Sub, Focus, or the Contemplated Transactions, then the board of directors of Beacon and the director(s) of Focus shall take all actions necessary to render such statutes inapplicable to the foregoing.

4.10 [Intentionally Omitted].

4.11 Bylaws Amendment; Creation of Beacon Issuable Preferred Stock. The board of directors of Beacon shall take all action necessary to amend the shareholder quorum requirement to conform with Nevada Revised Statutes 78.320 and to validly create the Beacon Issuable Preferred Stock. Subject to the approval of the Beacon Articles Amendment by the Required Beacon Shareholder Vote, Beacon shall cause to be filed with the Secretary of State the Beacon Articles Amendment in accordance with the Nevada Revised Statutes.

4.12 [Intentionally Omitted].

4.13. Updates to Disclosure Schedules. Each of Beacon and Focus shall complete and deliver their respective updated Disclosure Schedules to this Agreement no later than one (1) Business Day before the Closing Date.

4.14 Beacon Super 8-K. The Parties shall cause Beacon to file, no later than 75 days after the Closing Date, a current report on Form 8-K and attach as exhibits all relevant agreements disclosing the terms of this Agreement and other requisite disclosure regarding the transactions contemplated hereby and including the requisite audited consolidated financial statements of Focus and the requisite current "Form 10 information" disclosure regarding Focus (the "**Super 8-K**").

ARTICLE V
CONDITIONS PRECEDENT TO OBLIGATIONS OF FOCUS

The obligations of Focus to effect the Merger and otherwise consummate the Contemplated Transactions are subject to the satisfaction, or waiver by Focus, on or before the Closing, of each of the following conditions:

5.1 Accuracy of Representations and Warranties. Each of the representations and warranties of Beacon and Merger Sub set forth in this Agreement shall be true and correct in each case as of the date of this Agreement and as of the Closing Date with the same effect as though made on and as of the Closing Date, except (a) in each case, or in the aggregate, where the failure to be true and correct would not reasonably be expected to have a Beacon Material Adverse Effect (it being understood that, for purposes of determining the accuracy of such representations and warranties, all "Beacon Material Adverse Effect" qualifications and other qualifications based on the word "material" contained in such representations and warranties shall be disregarded), and (b) that the accuracy of representations and warranties that by their terms speak as of a specified date will be determined as of such date. Focus shall have received a certificate signed on behalf of Beacon and Merger Sub by the chief executive officer of each of Beacon and Merger Sub to such effect.

5.2 Performance of Covenants. Each of the covenants and obligations that Beacon and Merger Sub are required to comply with or perform at or prior to the Closing Date shall have been complied with or performed in all material respects, and Beacon and Merger Sub shall have provided Focus with a certificate from an executive officer of Beacon and Merger Sub to this effect.

5.3 Securities Law Compliance. All necessary permits and authorizations, if any, under any Blue Sky Laws, the Securities Act and the Exchange Act relating to the issuance of the Beacon Preferred Stock to be issued in the Merger shall have been obtained and shall be in effect.

5.4 Shareholder Approval. This Agreement shall have been duly adopted and the Merger shall have been duly approved by the Required Focus Shareholder Vote.

5.5 [Intentionally Omitted].

5.6 [Intentionally Omitted].

5.7 No Material Adverse Effect. Since the date of this Agreement, there shall not have occurred and be continuing a Beacon Material Adverse Effect.

5.8 Consents. All Consents set forth on Part 5.8 of the Beacon Disclosure Schedule shall have been obtained, made or given and shall be in full force and effect.

5.9 No Restraints. No temporary restraining order, preliminary or permanent injunction or other Order preventing the consummation of the Merger or any of the other Contemplated Transactions shall have been issued by any court of competent jurisdiction or any other Governmental Body and shall remain in effect, and there shall not be any Legal Requirement enacted, promulgated, adopted or deemed applicable to the Merger or any of the other Contemplated Transactions that makes consummation of the Merger or any of the other Contemplated Transactions illegal or otherwise prohibits or interferes with the consummation of the Merger or any of the other Contemplated Transactions.

5.10 No Litigation. There shall not be pending or threatened any Legal Proceeding initiated by any Governmental Body: (a) challenging or seeking to restrain or prohibit the consummation of the Merger or any of the other Contemplated Transactions; (b) relating to the Merger and seeking to obtain from either Party or any of its Subsidiaries any damages that may be material to Focus or Beacon; (c) seeking to prohibit or limit in any material respect Focus's current shareholders' ability to vote, receive dividends with respect to or otherwise exercise ownership rights with respect to the stock of Beacon that they will receive in connection with the Merger; (d) which would materially and adversely affect the right of Beacon or the Surviving Entity to own the assets or operate the business of Beacon or Focus; (e) seeking to compel Focus or Beacon or any Subsidiary of Focus or Beacon to dispose of or hold separate any material assets, as a result of the Merger or any of the other Contemplated Transactions; or (f) which, if adversely determined, would reasonably be expected to have or result in a Beacon Material Adverse Effect or a Focus Material Adverse Effect.

5.11 [Intentionally Omitted].

5.12 Claims. Beacon shall have reached arrangements satisfactory to each Party to settle and pay the claims of creditors of Beacon and arranged for payment of its transaction-related expenses, including reasonable fees of its advisors, accountants and legal counsel, which such claims and expenses are set forth on Part 6.11 of the Beacon Disclosure Schedule.

5.13 [Intentionally Omitted].

5.14 [Intentionally Omitted].

5.15 [Intentionally Omitted].

5.16 Resignations. As of the Closing, Focus shall have received a duly executed resignation from each person serving as a director of Beacon (including any committee thereof) and any Subsidiary of Beacon (including any committee thereof), serving in their capacities as such, other than Bruce W. Widener.

5.17 [Intentionally Omitted].

5.18 Approval Relating to Beacon Issuable Preferred Stock. Beacon shall have obtained all requisite approvals to issue the Beacon Issuable Preferred Stock.

5.19 Ancillary Agreements and Deliveries. Beacon shall have delivered, or caused to have been delivered, to Focus the items listed on Part 5.19 of the Beacon Disclosure Schedule, each of which, in the case of agreements and documents, shall be duly executed and in full force and effect.

ARTICLE VI
CONDITIONS PRECEDENT TO OBLIGATIONS OF BEACON

The obligations of Beacon to effect the Merger and otherwise consummate the Contemplated Transactions are subject to the satisfaction, or waiver by Beacon, on or before the Closing, of each of following conditions:

6.1 Accuracy of Representations and Warranties. Each of the representations and warranties of Focus set forth in this Agreement shall be true and correct in each case as of the date of this Agreement and as of the Closing Date with the same effect as though made on and as of the Closing Date, except (a) in each case, or in the aggregate, where the failure to be true and correct would not reasonably be expected to have a Focus Material Adverse Effect (it being understood that, for purposes of determining the accuracy of such representations and warranties, all "Focus Material Adverse Effect" qualifications and other qualifications based on the word "material" contained in such representations and warranties shall be disregarded) and (b) that the accuracy of representations and warranties that by their terms speak as of a specified date will be determined as of such date. Beacon shall have received a certificate signed on behalf of Focus by the chief executive officer and chief financial officer of Focus to such effect.

6.2 Performance of Covenants. Each of the covenants and obligations that Focus is required to comply with or perform at or prior to the Closing Date shall have been complied with or performed in all material respects, and Focus shall have provided Beacon with a certificate from an officer of Focus to this effect.

6.3 Securities Law Compliance. All necessary permits and authorizations, if any, under any Blue Sky Laws, the Securities Act and the Exchange Act relating to the issuance of the Beacon Preferred Stock to be issued in the Merger shall have been obtained and shall be in effect.

6.4 Shareholder Approval. This Agreement shall have been duly adopted and the Merger shall have been duly approved by the Required Focus Shareholder Vote.

6.5 No Material Adverse Effect. Since the date of this Agreement, there shall not have occurred and be continuing a Focus Material Adverse Effect.

6.6 Consents. All Consents set forth on Part 6.6 of the Focus Disclosure Schedule shall have been obtained, made or given and shall be in full force and effect.

6.7 No Restraints. No temporary restraining order, preliminary or permanent injunction or other Order preventing the consummation of the Merger or any of the other Contemplated Transactions shall have been issued by any court of competent jurisdiction or any other Governmental Body and shall remain in effect, and there shall not be any Legal Requirement enacted, promulgated, adopted or deemed applicable to the Merger or any of the other Contemplated Transactions that makes consummation of the Merger or any of the other Contemplated Transactions illegal or otherwise prohibits or interferes with the consummation of the Merger or any of the other Contemplated Transactions.

6.8 No Litigation. There shall not be pending any Legal Proceeding initiated by any Governmental Body: (a) challenging or seeking to restrain or prohibit the consummation of the Merger or any of the other Contemplated Transactions; (b) relating to the Merger and seeking to obtain from either Party or any of its Subsidiaries any damages that may be material to Focus or Beacon; (c) seeking to prohibit or limit in any material respect Focus's current shareholders' ability to vote, receive dividends with respect to or otherwise exercise ownership rights with respect to the stock of Beacon that they will receive in connection with the Merger; (d) which would materially and adversely affect the right of Beacon or the Surviving Entity to own the assets or operate the business of Beacon or Focus; (e) seeking to compel Focus or Beacon or any Subsidiary of Focus or Beacon to dispose of or hold separate any material assets, as a result of the Merger or any of the other Contemplated Transactions; or (f) which, if adversely determined, would reasonably be expected to have or result in a Beacon Material Adverse Effect or a Focus Material Adverse Effect.

6.9 Focus Shareholder Certifications. The holders of Outstanding Focus Stock shall have delivered to Beacon a letter in form and substance reasonably satisfactory to Beacon, certifying such holder's ownership interest in Focus and providing investment representations necessary to support an exemption from registration applicable to the Merger and the issuance and sale of Beacon shares pursuant thereto and indemnifying Focus and Beacon for breach of the certifications and representations contained therein.

6.10 [Intentionally Omitted].

6.11 Claims. Beacon shall have reached arrangements satisfactory to each Party to settle and pay the claims of creditors of Beacon and arranged for payment of its transaction-related expenses, including reasonable fees of its advisors, accountants and legal counsel, which such claims and expenses are set forth on Part 6.11 of the Beacon Disclosure Schedule.

6.12 [Intentionally Omitted].

6.13 MDT Disposition. Optos shall have transferred 100% of the issued and outstanding membership interests of MDT Labor, LLC d/b/a MDT Technical to a Person other than Focus or any Subsidiary of Focus.

6.14 [Intentionally Omitted].

6.15 [Intentionally Omitted].

6.16 Ancillary Agreements and Deliveries. Focus shall have delivered, or caused to have been delivered, to Beacon the items listed on Part 6.16 of the Focus Disclosure Schedule, each of which, in the case of agreements and documents, shall be duly executed and in full force and effect.

ARTICLE VII
TERMINATION

7.1 Termination.

This Agreement may be terminated prior to the Effective Time (whether before or after adoption of this Agreement by the shareholders of Focus, and whether before or after approval by Beacon's shareholders of any of the actions contemplated to be submitted to a vote of Beacon's shareholders):

(a) by mutual written Consent of Focus and Beacon duly authorized by the respective boards of directors of Beacon and Focus;

(b) [intentionally omitted];

(c) by either Focus or Beacon if a court of competent jurisdiction or other Governmental Body shall have issued a final and nonappealable Order, decree or ruling, or shall have taken any other action, having the effect of permanently restraining, enjoining or otherwise prohibiting the consummation of the Merger or any of the other Contemplated Transactions;

(d) by either Focus or Beacon if (i) the Focus shareholders' meeting (including any adjournments and postponements thereof) shall have been held and completed and Focus's shareholders shall have taken a final vote to adopt this Agreement and (ii) the proposal described in clause "(i)" hereof shall not have been approved and this Agreement shall not have been adopted at such meeting (and such proposal shall not have been approved, and this Agreement shall not have been adopted, at any adjournment or postponement thereof) by the Required Focus Shareholder Vote; provided, however, that a Party shall not be permitted to terminate this Agreement pursuant to this Section 7.1(d) if the failure to obtain such Required Focus Shareholder Vote is attributable to a failure on the part of the Party seeking to terminate this Agreement to perform any material obligation required to be performed by such Party at or prior to the Effective Time;

(e) by Focus, upon a breach of any representation, warranty, covenant or agreement on the part of Beacon or Merger Sub set forth in this Agreement, or if any representation or warranty of Beacon or Merger Sub shall have become inaccurate, in either case such that the conditions set forth in Section 5.1 or Section 5.2 would not be satisfied as of the time of such breach or as of the time such representation or warranty shall have become inaccurate, provided that if such inaccuracy in Beacon's or Merger Sub's representations and warranties or breach by Beacon or Merger Sub is curable by Beacon or Merger Sub, then this Agreement shall not terminate pursuant to this Section 7.1(e) as a result of such particular breach or inaccuracy until the earlier of (i) the expiration of a thirty (30) day period commencing upon delivery of written notice from Focus to Beacon or Merger Sub of such breach or inaccuracy, and (ii) Beacon or Merger Sub (as applicable) ceasing to exercise commercially reasonable efforts to cure such breach (it being understood that this Agreement shall not terminate pursuant to this Section 7.1(e) as a result of such particular breach or inaccuracy if such breach by Beacon or Merger Sub is cured prior to such termination becoming effective); or

(f) by Beacon, upon a breach of any representation, warranty, covenant or agreement on the part of Focus set forth in this Agreement, or if any representation or warranty of Focus shall have become inaccurate, in either case such that the conditions set forth in Section 6.1 or Section 6.2 would not be satisfied as of the time of such breach or as of the time such representation or warranty shall have become inaccurate, provided that if such inaccuracy in Focus's representations and warranties or breach by Focus is curable by Focus, then this Agreement shall not terminate pursuant to this Section 7.1(f) as a result of such particular breach or inaccuracy until the earlier of (i) the expiration of a thirty (30) day period commencing upon delivery of written notice from Beacon to Focus of such breach or inaccuracy and (ii) Focus ceasing to exercise commercially reasonable efforts to cure such breach (it being understood that this Agreement shall not terminate pursuant to this Section 7.1(f) as a result of such particular breach or inaccuracy if such breach by Focus is cured prior to such termination becoming effective).

7.2 Effect of Termination. In the event of the termination of this Agreement as provided in Section 7.1, this Agreement shall be of no further force or effect; provided, however, that (a) this Section 7.2, Section 7.3 and Article VIII shall survive the termination of this Agreement and shall remain in full force and effect, and (b) the termination of this Agreement shall not relieve any Party from any liability for any material inaccuracy in or material breach of any representation or any material breach of any warranty, covenant or other provision contained in this Agreement. In addition to the foregoing, in the event of the termination of this Agreement as provided in Section 7.1, any amount invested by 5G Investments, LLC in Focus or and requested by Optos and/or Focus, as the case may be, shall be converted automatically into indebtedness and such indebtedness shall be subordinate only to all such indebtedness owed by Focus to Atalaya Administrative, LLC and to Michael D. Traina (if any) as of the date of this Agreement.

7.3 Expenses. All fees and expenses incurred in connection with this Agreement and the Contemplated Transactions shall be paid by the Party incurring such expenses, whether or not the Merger and the other Contemplated Transactions are consummated.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Amendment. This Agreement may be amended at any time prior to the Effective Time by the Parties, by action taken or authorized by their respective boards of directors, whether before or after adoption of this Agreement by the shareholders of Focus or before or after the Beacon shareholders having voted their shares of Beacon Capital Stock in favor of the proposals set forth in the Required Beacon Shareholder Vote; provided, however, that, after any such shareholder approval of this Agreement, no amendment shall be made to this Agreement that by law requires further approval or authorization by the shareholders of Focus or the shareholders of Beacon without such further approval or authorization. This Agreement may not be amended, except by an instrument in writing signed by or on behalf of each of the Parties.

8.2 Remedies Cumulative; Waiver.

(a) The rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither any failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (i) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (ii) no notice to or demand on one Party will be deemed to be a waiver of any obligation of that Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

(b) At any time prior to the Effective Time, Focus (with respect to Beacon and Merger Sub) and Beacon (with respect to Focus), may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of such Party to this Agreement, (ii) waive any inaccuracies in the representations and warranties contained in this Agreement or any document delivered pursuant to this Agreement, and (iii) waive compliance with any covenants, obligations or conditions contained in this Agreement. Any agreement on the part of a Party to this Agreement to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party.

8.3 No Survival. None of the representations and warranties, or any covenant to be performed prior to the Effective Time, contained in this Agreement shall survive the Effective Time or the termination of this Agreement pursuant to Section 7.1, as the case may be, except that this Section 8.3 shall not limit any covenant or any agreement of the Parties which by its terms contemplates performance after the Effective Time and which shall survive in accordance with its respective terms.

8.4 Entire Agreement. This Agreement (including the documents relating to the Merger referred to in this Agreement), the Certificates of Designations for the Beacon Issuable Preferred Stock, and any confidentiality agreement entered into among the Parties constitute the entire agreement among the Parties and supersede all other prior agreements and understandings, both written and oral, among or between any of the Parties with respect to the subject matter hereof and thereof, except as otherwise expressly provided herein.

8.5 Execution of Agreement; Counterparts; Electronic Signatures.

(a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

(b) The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of an original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

8.6 Governing Law. Except for any provision that shall be mandatorily applicable to the Merger, this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws principles.

8.7 Consent to Jurisdiction; Venue. Any action, suit, or proceeding arising out of, based on, or in connection with this Agreement, any document relating hereto or delivered in connection with the Contemplated Transactions, any statement, certificate, or other instrument delivered by or on behalf of, or delivered to, any Party hereto or thereto in connection with the Contemplated Transactions, any breach of this Agreement or such other document, the Merger, or the other Contemplated Transactions may be brought only in the state courts of the State of New York located in New York City, or in the United States District Court for the Southern District of New York and each Party covenants and agrees not to assert, by way of motion, as a defense, or otherwise, in any such action, suit, or proceeding, any claim that it is not subject personally to the jurisdiction of such court if it has been duly served with process, that its property is exempt or immune from attachment or execution, that the action, suit, or proceeding is brought in an inconvenient forum, that the venue of the action, suit, or proceeding is improper, or that this Agreement or the subject matter hereof may not be enforced in or by such court.

8.8 WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE CONTEMPLATED TRANSACTIONS.

8.9 Disclosure Schedules.

(a) The Beacon Disclosure Schedule and the Focus Disclosure Schedule shall be arranged in separate Parts corresponding to the numbered and lettered sections contained in Article II and Article III, respectively. The information disclosed in any numbered or lettered Part shall be deemed to relate to and shall qualify other sections and subsections in Article II or Article III, as the case may be, only to the extent it is readily apparent that the disclosure contained in such numbered and lettered sections contains enough information regarding the subject matter of the other representations in Article II or Article III, as the case may be, as to clearly qualify or otherwise clearly apply to such other representations and warranties.

(b) If there is any inconsistency between the statements in this Agreement and those in the Beacon Disclosure Schedule or the Focus Disclosure Schedule (other than an exception set forth as such in the Beacon Disclosure Schedule or the Focus Disclosure Schedule), the statements in this Agreement will control.

(c) Every statement made in the Beacon Disclosure Schedule shall be deemed to be a representation of Beacon and each other Beacon Corporation in this Agreement as if set forth in Article II. Every statement made in the Focus Disclosure Schedule shall be deemed to be a representation of Focus and each other Focus Corporation in this Agreement as if set forth in Article III.

8.10 Assignments and Successors. This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the Parties hereto and their respective successors and assigns; provided, however, that neither this Agreement nor any of a Party's rights or obligations hereunder may be assigned or delegated by such Party without the prior written consent of the other Party(ies). Any attempted assignment of this Agreement or of any such Party's rights or obligations without such consent shall be void and of no effect.

8.11 No Third Party Rights. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the Parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Parties expressly acknowledge and agree that (i) this Agreement is not intended to create a contract between the Focus Corporations, the Surviving Entity, or any of the Beacon Corporations, on the one hand, and any employee of the Surviving Entity, any of the Beacon Corporations or any of the Focus Corporations, on the other hand, relating to employment or employee benefits and no employee may rely on this Agreement as the basis for any breach of contract claim relating to employment or employee benefits against any of the Focus Corporations, the Surviving Entity, or any of the Beacon Corporations; (ii) nothing in this Agreement shall be deemed or construed to require any of the Focus Corporations, the Surviving Entity, or any of the Beacon Corporations to continue to employ any particular employee for any period after the Closing; (iii) nothing in this Agreement shall be deemed or construed to limit any of the Focus Corporations', the Surviving Entity's, or any Beacon Corporations' right to terminate the employment of any employee during any period after Closing; and (iv) nothing in this Agreement shall modify or amend any benefit plan or other agreement, plan, program, or document unless this Agreement explicitly states that the provision "modifies" or "amends" such benefit plan or other agreement, plan, program, or document.

8.12 Notices. All notices, Consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a Party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); or (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment confirmed with a copy delivered as provided in clause (a), in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the Person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a Party may designate by notice to the other Parties):

If to Beacon and Merger Sub:

Beacon Enterprise Solutions Group, Inc.

Address:	9300 Shelbyville Road, Suite 1020 Louisville, KY 40222
Attention:	Bruce W. Widener
Fax No.:	(502) 657-6601
E-mail Address:	bruce.widener@askbeacon.com

With a copy to:

Miller Wells PLLC

Address:	300 East Main Street Suite 360 Lexington, KY 40507
Attention:	Mason L. Miller, Esq.
Fax No.:	(859) 281-0079
E-mail Address:	mmiller@millerwells.com

If to Focus:

Focus Venture Partners, Inc.

Address:	4647 Saucon Creek Road, Suite 201 Center Valley, Pennsylvania 18034
Attention:	Christopher Ferguson
Fax No.:	(610) 672-9999
Email Address:	CFerguson@focusventurepartners.com

With a copy to:

Fox Rothschild LLP

Address:	2700 Kelly Road, Suite 300 Warrington, Pennsylvania 18976
Attention:	Adam G. Silverstein, Esq.
Fax No.:	(215) 345-7507
Email Address:	asilverstein@foxrothschild.com

8.13 Cooperation; Further Assurances. Each Party agrees to cooperate fully with the other Party(ies) and to execute and deliver such further documents, certificates, agreements and instruments and to take such other actions as may be reasonably requested by the other Party(ies) to evidence or reflect the Contemplated Transactions and to carry out the intent and purposes of this Agreement, including the structuring of the transaction not to constitute a taxable event to the Parties and/or their shareholders.

8.14 Construction; Usage.

(a) Interpretation. In this Agreement, unless a clear contrary intention appears:

(i) the singular number includes the plural number and vice versa;

(ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(iii) reference to any gender includes each other gender;

(iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(v) reference to any Legal Requirement means such Legal Requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Legal Requirement means that provision of such Legal Requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(vi) “hereunder,” “hereof,” “hereto,” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof;

(vii) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term;

(viii) “or” is used in the inclusive sense of “and/or”;

(ix) with respect to the determination of any period of time, “from” means “from and including” and “to” means “to but excluding”; and

(x) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

(b) Legal Representation of the Parties. This Agreement was negotiated by the Parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.

(c) Headings. The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

8.15 Enforcement of Agreement. The Parties acknowledge and agree that the other Party(ies) would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by a Party could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which any Party may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

8.16 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

8.17 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

8.18 Amendment and Restatement. The Parties agree that (a) this Agreement amends, restates and supersedes in its entirety the Original Merger Agreement, and (b) that the Original Merger Agreement is entirely replaced by this Agreement and shall have no continuing force or effect following the execution of this Agreement by all Parties. Each of Optos and Beacon Sub LLC also join in this Agreement for the purpose of acknowledging this Agreement and agreeing to this Section 8.18.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

BEACON ENTERPRISE SOLUTIONS GROUP, INC.

By: _____
Name: Bruce Widener
Title: Chief Executive Officer

BEACON ACQUISITION SUB, INC.

By: _____
Name: Bruce Widener
Title: Chief Executive Officer

FOCUS VENTURE PARTNERS, INC.

By: _____
Name: Christopher Ferguson
Title: Chief Executive Officer

OPTOS CAPITAL PARTNERS, LLC

By: _____
Name: Christopher Ferguson
Title: Chief Executive Officer

BEACON ACQUISITION SUB, LLC

By: _____
Name: Bruce Widener
Title: Chief Executive Officer

[Signature Page to Agreement and Plan of Merger]

EXHIBIT A

DEFINED TERMS

"Act" shall have the meaning set forth in the Recitals to this Agreement.

"**Affiliate**" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person with the meaning of the Securities Act, as amended, and the rules and regulations promulgated thereunder.

"**Agreement**" shall mean the Amended and Restated Agreement and Plan of Merger to which this Exhibit A is attached, as it may be amended from time to time.

"**Antitrust Laws**" shall mean the HSR Act and any other antitrust, unfair competition, merger or acquisition notification, or merger or acquisition control Legal Requirements under any applicable jurisdictions, whether federal, state, local or foreign.

"Articles of Merger" shall have the meaning set forth in Section 1.3 of this Agreement.

"**Balance Sheet**" shall mean, in the case of Beacon, the consolidated balance sheet included in its most recent Quarterly Report on Form 10-Q and, in the case of Focus, the balance sheet dated March 31, 2013 contained in Part 3.5 of the Focus Disclosure Schedule.

"Beacon" shall have the meaning set forth in the introductory paragraph of this Agreement.

"Beacon Articles Amendment" shall have the meaning set forth in Section 1.5(c) of this Agreement.

"Beacon Balance Sheet" shall mean the balance sheet included in Beacon's Quarterly Report on Form 10-Q most recently filed with the SEC.

"Beacon Capital Increase" shall have the meaning set forth in Section 1.5(c)(i) of this Agreement.

"**Beacon Capital Stock**" shall mean the Beacon Common Stock and the Beacon Preferred Stock.

"**Beacon Common Stock**" shall mean the Common Stock, $0.001 par value per share, of Beacon.

"**Beacon Contract(s)**" shall mean any Contract (a) to which any of the Beacon Corporations is a party; (b) by which any of the Beacon Corporations or any asset of any of the Beacon Corporations is or may become bound or under which any of the Beacon Corporations has, or may become subject to, any obligation; or (c) under which any of the Beacon Corporations has or may acquire any right or interest.

"**Beacon Corporation**" shall mean Beacon or any of its Subsidiaries, and "**Beacon Corporations**" shall mean Beacon and all of its Subsidiaries.

"**Beacon Disclosure Schedule**" shall mean the disclosure schedule that has been prepared by Beacon and that has been delivered by Beacon to Focus on the date of this Agreement and signed by the President of the Beacon.

"**Beacon IP**" means all Intellectual Property Rights and Intellectual Property owned by or exclusively licensed to Beacon or any of its Subsidiaries.

"**Beacon Issuable Preferred Stock**" means the Beacon Series D Preferred Stock and the Beacon Series E Preferred Stock to be issued to the shareholders of Focus in the Merger.

"**Beacon Material Adverse Effect**" shall be defined as follows: an event, violation, inaccuracy, circumstance or other matter will be deemed to have a "Beacon Material Adverse Effect" if such event, violation, inaccuracy, circumstance or other matter (considered together with all other matters that would constitute exceptions to the representations and warranties set forth in the Agreement but for the presence of "**Material Adverse Effect**" or other materiality qualifications, or any similar qualifications, in such representations and warranties) had or would reasonably be expected to have a material adverse effect on (a) the capitalization, assets or liabilities of Beacon, (b) the ability of Beacon or the Merger Sub to consummate the Merger or any of the other Contemplated Transactions or to perform any of their obligations under this Agreement, or (c) Beacon's ability to vote, receive dividends with respect to or otherwise exercise ownership rights with respect to the Focus Common Stocks of the Surviving Entity; provided, however, that none of the following shall be deemed in themselves, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been or will be a Beacon Material Adverse Effect: (i) any change in the capitalization or assets of Beacon caused by, related to or resulting from, directly or indirectly, the Contemplated Transactions or the announcement thereof, (ii) any adverse change, effect or occurrence attributable to the United States economy as a whole or the industries in which Beacon competes, (iii) any act or threat of terrorism or war anywhere in the world, any armed hostilities or terrorist activities anywhere in the world, any threat or escalation of armed hostilities or terrorist activities anywhere in the world or any governmental or other response or reaction to any of the foregoing, (iv) any change in accounting requirements or principles or any change in applicable laws, rules or regulations or the interpretation thereof, (v) any change in the stock price or trading volume of Beacon or (vi) any sale of assets of Beacon to an unrelated third party or any loss of rights to assets of Beacon as a result of failure to satisfy minimum sales, royalty or other obligations under governing license agreements in each case independent of any other event that would be deemed to have a Beacon Material Adverse Effect.

"**Beacon Material Contract**" shall mean any contract listed in Section 2.14 of this Agreement.

"Beacon Name Change" shall have the meaning set forth in Section 1.5(c)(ii) of this Agreement.

"**Beacon Preferred Stock**" shall mean the Preferred Stock, $0.01 par value per share, of Beacon.

"**Beacon SEC Reports**" shall have the meaning set forth in Section 2.4(a) of this Agreement.

"**Beacon Series D Preferred Stock**" shall mean the Series D Preferred Stock of Beacon, the terms and conditions of which are set forth in a Certificate of Designation of Series D Preferred Stock filed with the Secretary of State of Nevada on June 17, 2013.

"**Beacon Series E Preferred Stock**" shall mean the Series E Preferred Stock of Beacon, the terms and conditions of which are set forth in a Certificate of Designation of Series E Preferred Stock filed with the Secretary of State of Nevada on June 17, 2013.

"**Beacon Stock Options**" shall have the meaning set forth in Section 2.3(b).

"**Beacon Sub LLC**" shall have the meaning set forth in the Recitals to this Agreement.

"Beacon Warrants" shall have the meaning set forth in Section 2.3(b).

"**Benefit Plan**" shall mean any collective bargaining agreement or any bonus, pension, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, stock appreciation right, retirement, vacation, severance, change of control, disability, death benefit, hospitalization, medical, worker's compensation, supplementary unemployment benefits, fringe benefits, or other plan, policy, program, practice, arrangement or understanding (whether or not legally binding, whether or not terminated, and whether or not in writing), whether covering one person or more than one person, or any employment agreement providing compensation or benefits to any current or former employee, officer, director or independent contractor of Beacon or Focus, as applicable, or any beneficiary thereof or entered into, maintained or contributed to, as the case may be, by Beacon or Focus, as applicable, with respect to which Beacon or Focus, as applicable, has any liability. Without limiting the generality of the foregoing, the term "Benefit Plan" includes all employee benefit plans within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA.

"Blue Sky Laws" shall have the meaning set forth in Section 2.2(c) of this Agreement.

"**Business Day**" shall mean a day other than a Saturday, Sunday or other day on which banks located in New York are authorized or required by law to close.

"Closing" shall have the meaning set forth in Section 1.3 of this Agreement.

"Closing Date" shall have the meaning set forth in Section 1.3 of this Agreement.

"**Code**" shall have the meaning set forth in the Recitals to this Agreement.

"**Consent**" shall mean any approval, consent, ratification, permission, waiver or authorization (including any Governmental Authorization).

"Contemplated Transactions" shall have the meaning set forth in Section 2.2(a) of this Agreement.

"**Contract**" shall mean any written, oral or other agreement, contract, subcontract, lease, understanding, instrument, note, option, warranty, purchase order, license, sublicense, insurance policy, benefit plan or legally binding commitment or undertaking of any nature.

"Cost" shall have the meaning set forth in Section 4.12(a) of this Agreement.

"Effective Time" shall have the meaning set forth in Section 1.3 of this Agreement.

"**Encumbrance**" shall mean any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, claim, infringement, interference, option, right of first refusal, preemptive right, community property interest or restriction of any nature (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).

"**Entity**" shall mean any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company or joint stock company), firm, society or other enterprise, association, organization or entity.

"**ERISA**" shall mean the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder.

"ERISA Plan" shall have the meaning set forth in Section 2.9 of this Agreement.

"Escrow Agent" shall mean the Person identified as the "Escrow Agent" in the Pledge and Escrow Agreement.

"Evaluation Date" shall have the meaning set forth in Section 2.4(c) of this Agreement.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended.

"**Expenses**" shall mean, with respect to Focus or Beacon, as applicable, the reasonable out of pocket fees and expenses (including all reasonable fees and expenses of legal counsel, accountants, financial advisors and investment bankers of such Party) incurred by such Party or on its behalf in connection with the authorization, preparation, negotiation, execution and performance of this Agreement and the other agreements and documents contemplated by this Agreement, the compliance with applicable Legal Requirements and all other matters related to this Agreement, the Merger and the other Contemplated Transactions.

"**Focus**" shall have the meaning set forth in the introductory paragraph of this Agreement.

"Focus Audited Financial Statements" shall have the meaning set forth in Section 3.5 of this Agreement.

"**Focus Common Stock**" shall mean the Common Stock, $0.0001 par value per share, of Focus.

"**Focus Corporation**" shall mean Focus or any of its Subsidiaries, and "**Focus Corporations**" shall mean Focus and all of its Subsidiaries.

"**Focus Disclosure Schedule**" shall mean the disclosure schedule that has been prepared by Focus and that has been delivered by Focus to Beacon on the date of this Agreement and signed by an authorized officer of Focus.

"Focus Equity Options" shall have the meaning set forth in Section 3.3(a) of this Agreement.

"Focus Interim Statements" shall have the meaning set forth in Section 3.5 of this Agreement.

"**Focus IP**" means all Intellectual Property Rights and Intellectual Property owned by or exclusively licensed to any of the Focus Corporations.

"**Focus Material Adverse Effect**" shall be defined as follows: an event, violation, inaccuracy, circumstance or other matter will be deemed to have a "Focus Material Adverse Effect" if such event, violation, inaccuracy, circumstance or other matter (considered together with all other matters that would constitute exceptions to the representations and warranties set forth in the Agreement but for the presence of "**Material Adverse Effect**" or other materiality qualifications, or any similar qualifications, in such representations and warranties) had or would reasonably be expected to have a material adverse effect on (a) the business, condition, capitalization, assets, liabilities, operations or financial performance of Focus or (b) the ability of Focus to consummate the Merger or any of the other Contemplated Transactions or to perform any of its obligations under this Agreement; provided, however, that none of the following shall be deemed in themselves, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been or will be a Focus Material Adverse Effect: (i) any change in the business, condition, capitalization, assets, liabilities, operations or financial performance of Focus caused by, related to or resulting from, directly or indirectly, the Contemplated Transactions or the announcement thereof, including, without limitation, (A) the transfer by MDT Labor, LLC d/b/a MDT Technical of its 100% interest in MDT Infrastructure Solutions Limited to Optos prior to the date hereof, (B) the transfer by MDT Labor, LLC d/b/a MDT Technical of its 10% interest in MDT Infrastructure Solutions Czech s.r.o. to Optos prior to the date hereof, (C) the transfer by Optos of its 100% interest in MDT Labor, LLC d/b/a MDT Technical to Quafecta Solutions, LLC prior to the date hereof, (D) the sale by Focus Fiber Solutions, LLC and Jus-Com, Inc. of all of their respective rights in and to their respective contracts with Zayo Group, LLC and their respective accounts receivable arising thereunder, the proceeds of which were used to repay the Focus Corporations' outstanding principal balance of their revolving loans with Atalaya Administrative LLC in full, to reduce the outstanding principal balance of their term loans with Atalaya Administrative LLC, and to pay their prepayment fee due and payable in connection with the termination of their revolving loan commitment with Atalaya Administrative LLC, and (E) the termination of the Focus Corporations' revolving loan commitment with Atalaya Administrative LLC; (ii) any adverse change, effect or occurrence attributable to the United States economy as a whole or the industry in which Focus competes; (iii) any act or threat of terrorism or war anywhere in the world, any armed hostilities or terrorist activities anywhere in the world, any threat or escalation or armed hostilities or terrorist activities anywhere in the world or any governmental or other response or reaction to any of the foregoing; or (iv) any change in accounting requirements or principles or any change in applicable laws, rules or regulations or the interpretation thereof, in each case independent of any other event that would be deemed to have a Focus Material Adverse Effect.

"Focus Material Contracts" shall have the meaning set forth in Section 3.12(a) of this Agreement.

"**Focus Series A Preferred Stock**" shall mean the Series A Preferred Stock, $0.0001 par value per share, of Focus.

"**Focus Series B Preferred Stock**" shall mean the Series B Preferred Stock, $0.0001 par value per share, of Focus.

"Focus Unaudited Financial Statements" shall have the meaning set forth in Section 3.5 of this Agreement.

"Focus Warrants" shall have the meaning set forth in Section 3.3(a) of this Agreement.

"**GAAP**" shall mean generally accepted accounting principles for financial reporting in the United States, applied on a basis consistent with the basis on which the financial statements referred to in Sections 2.5 and 3.5 were prepared.

"**Governmental Authorization**" shall mean any: (a) permit, license, certificate, franchise, permission, exemptions, variance, clearance, registration, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement; or (b) right under any Contract with any Governmental Body.

"**Governmental Body**" shall mean any (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; or (c) governmental or quasi-Governmental Body of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or Entity and any court or other tribunal).

"**HSR Act**" shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"**Intellectual Property**" means all apparatus, assay components, biological materials, cell lines, clinical data, chemical compositions or structures, databases and data collections, diagrams, formulae, inventions (whether or not patentable), know-how, logos, marks, methods, processes, proprietary information, protocols, schematics, specifications, software, techniques, user interfaces, URLs, web sites, works of authorship, and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing such as instruction manuals, laboratory notebooks, prototypes, samples, studies, and summaries).

"**Intellectual Property Rights**" means any and all now known or hereafter existing (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature, whether arising by operation of law, by contract or license, or otherwise; and (f) all registrations, applications, renewals, extensions, combinations, divisions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

"**Knowledge**" shall mean, with respect to Beacon, the actual knowledge, after reasonable inquiry and investigation, of its current chief executive officer, and, with respect to Focus, the knowledge, after reasonable inquiry and investigation, of its chief executive officer.

"**Legal Proceeding**" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Body or any arbitrator or arbitration panel.

"**Legal Requirement**" shall mean any federal, state, local, municipal, foreign or other law, statute, constitution, principle of common law, resolution, ordinance, order, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

"Merger" shall have the meaning set forth in the Recitals to this Agreement.

"Merger Sub" shall have the meaning set forth in the introductory paragraph of this Agreement.

"Non-ERISA Plan" shall have the meaning set forth in Section 2.9 of this Agreement.

"**Options**" shall have the meaning set forth in Section 2.3(d) of this Agreement.

"**Optos**" shall have the meaning set forth in the Recitals to this Agreement.

"**Order**" shall mean any law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decision, decree, rule, regulation, ruling or Legal Requirement issued enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

"**Organizational Documents**" shall mean, with respect to any Entity, its certificate or articles of incorporation, certificate of formation or organization, by-laws, operating or partnership agreement and other organizational documents, as the case may be.

"Original Merger Agreement" shall have the meaning set forth in the Recitals to this Agreement.

"**Outstanding Focus Common Stock**" shall mean all Focus Common Stock issued and outstanding immediately prior to the Effective Time.

"**Outstanding Focus Series A Preferred Stock** " shall mean all Focus Series A Preferred Stock issued and outstanding immediately prior to the Effective Time.

"**Outstanding Focus Series B Preferred Stock**" shall mean all Focus Series B Preferred Stock issued and outstanding immediately prior to the Effective Time.

"**Outstanding Focus Stock**" shall mean (a) all Outstanding Focus Common Stock, (b) all Outstanding Focus Series A Preferred Stock, (c) all Outstanding Focus Series B Preferred Stock, and (d) any Focus Common Stock issuable pursuant to the exercise or conversion of Focus Equity Options, Focus Warrants or other rights to acquire Focus Common Stock or other equity interests in Focus (including rights under any contractual antidilution provisions) outstanding immediately prior to the Effective Time.

"**Part**" shall mean a part or section of the Beacon Disclosure Schedule or the Focus Disclosure Schedule, as applicable.

"**Party**" or "**Parties**" shall mean Focus, Beacon, and Merger Sub.

"**Person**" shall mean any individual, Entity or Governmental Body.

"Pre-Closing Period" shall have the meaning set forth in Section 4.1 of this Agreement.

"**Registered IP**" means all Intellectual Property Rights that are registered or filed with or issued by any Governmental Body, including all patents, registered copyrights, registered mask works, and registered trademarks and all applications for any of the foregoing.

"**Representatives**" shall mean officers, directors, employees, agents, attorneys, accountants, advisors and representatives.

"Required Beacon Shareholder Vote" shall have the meaning set forth in Section 2.2(a) of this Agreement.

"Required Focus Shareholder Vote" shall have the meaning set forth in Section 3.2(a) of this Agreement.

"Resultant Stock" shall mean the sum of (i) all of the issued and outstanding shares of Beacon Common Stock and (ii) the number of shares of Beacon Common Stock that are issuable upon the conversion of all outstanding shares of Beacon Preferred Stock, including, but not limited to, all shares of the Beacon Issuable Preferred Stock.

"Reverse Split" shall have the meaning set forth in Section 1.5(c)(iii) of this Agreement.

"**SEC**" shall mean the United States Securities and Exchange Commission.

"Secretary of State" shall have the meaning set forth in Section 1.3 of this Agreement.

"**Securities Act**" shall mean the Securities Act of 1933, as amended.

"**SOX**" shall mean the Sarbanes-Oxley Act of 2002, as amended

"**Subsidiary**" an Entity shall be deemed to be a "Subsidiary" of another Person if such Person directly or indirectly owns, beneficially or of record, (a) an amount of voting securities or other interests in such Entity that is sufficient to enable such Person to elect at least a majority of the members of such Entity's board of directors or other governing body, or (b) at least 50% of the outstanding equity or financial interests of such Entity.

"Super 8-K" shall have the meaning set forth in Section 4.14 of this Agreement.

"Surviving Entity" shall have the meaning set forth in Section 1.1 of this Agreement.

"**Tax**" shall mean any (a) tax (including, but not limited to, income, franchise, business, corporate, capital, excise, gross receipts, ad valorem, property, sales, use, turnover, value added, stamp and transfer taxes), deduction, withholding, levy, charge, assessment, tariff, duty, impost, deficiency or other fee of any kind imposed by any Governmental Body, (b) all interest, penalties, fines, additions to tax or additional amounts imposed by any Governmental Body in connection with any item described in clause (a) or for failure to file any Tax Return, (c) any successor or transferee liability in respect of any items described in clauses (a) and/or (b) under Treasury Regulation 1502-6 (or any similar provision of state, local or foreign law) and (d) any amounts payable under any tax sharing agreement or other contractual arrangement.

"**Tax Return**" shall mean any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Legal Requirement relating to any Tax.

"**Taxing Authority**" shall mean any Governmental Body charged with the responsibility for the assessment and collection of Taxes and the administration or enforcement of Tax law.

"**Trade Secrets**" means all product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, research and development, manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs (including object code), computer software and database technologies, systems, structures and architectures (and related processes, formulae, composition, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information), and any other information, however documented, that is a trade secret within the meaning of the applicable trade-secret protection law.

140103

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

Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 1

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Articles of Merger
(Pursuant to NRS Chapter 92A)

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200):

☐ **If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article one.**

Beacon Acquisition Sub, Inc.
Name of **merging** entity

Nevada — Jurisdiction
Corporation — Entity type *

Name of **merging** entity

Jurisdiction — Entity type *

Name of **merging** entity

Jurisdiction — Entity type *

Name of **merging** entity

Jurisdiction — Entity type *

and,

Focus Venture Partners, Inc.
Name of **surviving** entity

Nevada — Jurisdiction
Corporation — Entity type *

* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

Filing Fee: $350.00

This form must be accompanied by appropriate fees.

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Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 2

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2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.190):

Attn:

c/o:

3) Choose one:

☒ **The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).**

☐ **The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).**

4) Owner's approval (NRS 92A.200) (options a, b or c must be used, as applicable, for each entity):

☐ **If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from the appropriate section of article four.**

(a) Owner's approval was not required from

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

and, or;

Name of **surviving** entity, if applicable

This form must be accompanied by appropriate fees.

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Articles of Merger
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Page 3

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(b) The plan was approved by the required consent of the owners of *:

Beacon Acquisition Sub, Inc.
Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

and, or;

Focus Venture Partners, Inc.
Name of **surviving** entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

This form must be accompanied by appropriate fees.

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Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 4

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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

and, or;

Name of **surviving** entity, if applicable

This form must be accompanied by appropriate fees.

ROSS MILLER
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Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 5

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5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)*:

N/A

6) Location of Plan of Merger (check a or b):

☐ (a) The entire plan of merger is attached;

or,

☒ (b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date and time of filing: (optional) (must not be later than 90 days after the certificate is filed)

Date: upon filing **Time:**

* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

This form must be accompanied by appropriate fees.

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Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 6

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8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)*

☐ **If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article eight.**

Beacon Acquisition Sub, Inc.
Name of **merging** entity

X _____ | Chief Executive Officer | 06/19/2013
Signature | Title | Date

Name of **merging** entity

X _____ | | |
Signature | Title | Date

Name of **merging** entity

X _____ | | |
Signature | Title | Date

Name of **merging** entity

X _____ | | |
Signature | Title | Date

and,

Focus Venture Partners, Inc.
Name of **surviving** entity

X _____ | Chief Executive Officer | 06/19/2013
Signature | Title | Date

* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

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.

Reset

AMENDED AND RESTATED BYLAWS

OF

BEACON ENTERPRISE SOLUTIONS GROUP, INC.

June 19, 2013

AMENDED AND RESTATED BYLAWS

OF

BEACON ENTERPRISE SOLUTIONS GROUP, INC.

These Amended and Restated Bylaws (these "Bylaws") of Beacon Enterprise Solutions Group, Inc. (the "Corporation"), adopted as of June 19, 2013, repeal and replace in their entirety the Corporation's Bylaws.

1. Principal and Registered Offices.

1.1 Principal Office. The principal office of the Corporation shall be located at any place either within or outside the State of Nevada as designated in the Corporation's most current Annual Report filed with the Secretary of State of the State of Nevada (the "Annual Report"). The Corporation may have such other offices, either within or without the State of Nevada, as the business of the Corporation may require from time to time.

1.2 Records at Principal Office. The Corporation shall maintain at its principal office a copy of the records described in Section 2.10(a) of these Bylaws.

1.3 Registered Office. The Corporation shall maintain a registered office in the State of Nevada as required by the Nevada Business Corporation Act (Chapter 78 of the Nevada Revised Statutes) (the "Act"). The address of the registered office may be changed from time to time.

2. Shareholders.

2.1 Annual Meeting. The annual meeting of the shareholders shall be held at such time, place and on such date as the Board of Directors of the Corporation ("Board") or the President may designate within or without the State of Nevada. The purpose of such meeting shall be the election of directors and the transaction of such other business as may properly come before it. If the election of directors shall not be held on the day designated for an annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the shareholders to be held as soon thereafter as may be practicable.

2.2 Special Meeting. Special meetings of the shareholders, for any purpose or purposes, may be called at any time by the Board or the President, and such meeting shall be called by any director upon receipt of a written request signed by a shareholder or shareholders holding together at least 25% of the votes of the Corporation's shares entitled to vote.

2.3 Place of Meeting. All meetings of the shareholders for the election of directors shall be held at such place either within or without the State of Nevada as shall be designated from time to time by the Board and stated in the notice of the meeting. Meetings of shareholders for any other purpose may be held at such time and place either within or without the State of Nevada as shall be stated in the notice of such meeting. If a meeting is called at the demand of the shareholders and they designate any place within the State of Nevada as the place for the holding of such meeting, the meeting shall take place at the place designated. If no designation is properly made, the place of meeting shall be at the principal office of the Corporation.

2.4 Notice of Meetings and Adjourned Meetings. Written notice of the annual meeting or a special meeting stating the place, date 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 given to each shareholder entitled to vote at such meeting and to any other shareholder entitled by the Act or the Corporation's Articles of Incorporation (the "Articles") to receive notice of the meeting not fewer than 10 nor more than 60 days before the date of the meeting. Notice shall be deemed to be effective at the earlier of: (1) when deposited in the United States mail, addressed to the shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid; (2) on the date shown on the return receipt if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; (3) when received; or (4) 3 days after deposit in the United States mail, if mailed postpaid and correctly addressed to an address other than that shown in the corporation's current record of shareholders.

When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the shareholders may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

2.5 Waiver of Notice. A shareholder may waive any notice required by the Act, the Articles, or these Bylaws, by a writing signed by the shareholder entitled to the notice, which is delivered to the corporation either before or after the time stated in the notice for inclusion in the minutes or filing with the Corporation's records.

A shareholder's attendance at a meeting:

(a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or effective notice; and

(b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

2.6 Record Dates. The Board may fix a record date of shareholders of not more than 70 days before the meeting or action requiring a determination of shareholders in order to determine the shareholders of any group entitled to notice of a shareholders' meeting, to demand a special meeting, to vote or to take any other action. A determination of shareholders entitled to notice of, or to vote at, a shareholders' meeting, shall be effective for any adjournment of the meeting unless the Board fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If not otherwise fixed by the Board in accordance with these Bylaws, the record date for determining shareholders entitled to notice of and to vote at an annual or special shareholders' meeting shall be the day before the first notice is delivered to shareholders, the record date for determining shareholders entitled to receive a distribution shall be the date the Board authorizes the distribution, and the record date for any consent action taken by shareholders without a meeting and evidenced by one or more written consents shall be the first date upon which a signed written consent setting forth such action is delivered to the Corporation at its principal office shown in its most recent Annual Report.

2.7 Shareholder List. After fixing a record date for a shareholder meeting, the corporation shall prepare a list of the names of its shareholders entitled to be given notice of the meeting. The shareholder list must be available for inspection by any shareholder, beginning on the earlier of 10 days before the meeting for which the list was prepared or 2 business days after notice of the meeting for which the list was prepared is given and continuing through the meeting, and any adjournment thereof. The list shall be available at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting is to be held.

2.8 Quorum, Adjournment, and Voting Requirements.

(a) Quorum and Adjournment. Except as otherwise required by the Act or the Articles, a majority of the votes of the Corporation's shares entitled to vote, represented by person or by proxy, shall constitute a quorum at each meeting of the shareholders. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the chairman of the meeting or a majority of the shareholders who are entitled to vote at the meeting, present in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

(b) Voting of Shares. If a quorum exists, action on a matter, other than the election of directors, is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles or the Act require a greater number of affirmative votes. Except as otherwise provided in the Articles, any Certificate of Designation permitted by the Articles, or these Bylaws, each outstanding share, regardless of class, is entitled to one vote upon each matter submitted to a vote at a meeting of the shareholders.

(c) Quorum and Voting Requirements of Voting Groups. If the Articles or the Act provide for voting by a single voting group on a matter, action on that matter is taken when voted upon by that voting group.

Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for the adjourned meeting.

Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. Unless the Articles or the Act provide otherwise, a majority of the votes entitled to be cast on the matter by the voting group constitutes a quorum of that voting group for action on that matter.

If the Articles or the Act provide for voting by two or more voting groups on a matter, action on that matter is taken only when voted on by each of those voting groups counted separately. Action may be taken by one voting group on a matter even though no action is taken by another voting group entitled to vote on the matter.

If a quorum exits, action on a matter, other than the election of directors, by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the Articles or the Act require a greater number of affirmative votes.

2.9 Greater Quorum or Voting Requirements. The Articles may provide for a greater quorum or voting requirement for shareholders, or voting groups of shareholders, than is provided for by these Bylaws. An amendment to the Articles that adds, changes, or deletes a greater quorum or voting requirement for shareholders must meet the same quorum requirement and be adopted by the same vote and voting groups required to take action under the quorum and voting requirement then in effect or proposed to be adopted, whichever is greater.

2.10 Proxies. At all meetings of shareholders, the shareholders may vote their shares in person or by proxy. A shareholder may appoint a proxy to vote or otherwise act for the shareholder by signing an appointment form, either personally or by the shareholder's duly authorized attorney-in-fact. An appointment of a proxy shall be effective when the appointment form is received by the Secretary or other officer or agent authorized to tabulate votes. An appointment shall be valid for 11 months from the date of its execution unless a longer, or shorter, period is expressly provided in the appointment form. An appointment of proxy shall be revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. The revocation of an appointment of proxy shall not be effective until the Secretary or such other officer or agent authorized to tabulate votes has received written notice thereof. The death or incapacity of a voter does not invalidate a proxy unless the Corporation is put on notice. A transferee for value who receives shares subject to an irrevocable proxy can revoke the proxy if he had no notice of the proxy. All proxies shall be filed with the Secretary or the person authorized to tabulate votes before or at the time of the meeting.

2.11 Corporation's Acceptance of Votes.

(a) If the name signed on a vote, consent, waiver, proxy appointment, or proxy appointment revocation corresponds to the name of a shareholder, the corporation, if acting in good faith, is entitled to accept the vote, consent, waiver, proxy appointment, or proxy appointment revocation and give it effect as the act of the shareholder.

(b) If the name signed on a vote, consent, waiver, proxy appointment, or proxy appointment revocation does not correspond to the name of a shareholder, the corporation, if acting in good faith, is nevertheless entitled to accept the vote, consent, waiver, proxy appointment, or proxy appointment revocation and give it effect as the act of the shareholder if:

(1) the shareholder is an entity as defined in the Act and the name signed purports to be that of an officer or agent of the entity;

(2) the name signed purports to be that of an administrator, executor, guardian, or conservator representing the shareholder and, if the Corporation requests, evidence of fiduciary status acceptable to the Corporation has been presented with respect to the vote, consent, waiver, proxy appointment or proxy appointment revocation;

(3) the name signed purports to be that of a receiver or trustee in bankruptcy of the shareholder and, if the corporation requests, evidence of this status acceptable to the corporation has been presented with respect to the vote, consent, waiver, proxy appointment, or proxy appointment revocation;

(4) the name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the shareholder and, if the corporation requests, evidence acceptable to the corporation of the signatory's authority to sign for the shareholder has been presented with respect to the vote, consent, waiver, proxy appointment, or proxy appointment revocation; or

(5) two or more persons are the shareholders as co-tenants or fiduciaries and the name signed purports to be the name of at least one of the co-owners and the person signing appears to be acting on behalf of all co-tenants or fiduciaries.

(c) If shares are registered in the names of two or more persons, whether fiduciaries, members of a partnership, co-tenants, husband and wife as community property, voting trustees, persons entitled to vote under a shareholder voting agreement or otherwise, or if two or more persons (including proxy holders) have the same fiduciary relationship respecting the same shares, unless the secretary of the corporation or other officer or agent entitled to tabulate votes is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the following effect:

(1) if only one votes, such act binds all;

(2) if more than one votes, the act of the majority so voting binds all;

(3) if more than one votes, but the vote is evenly split on any particular matter, each fraction may vote the securities in question proportionately.

If the instrument so filed or the registration of the shares shows that any tenancy is held in unequal interests, a majority or even split for the purpose of this section shall be a majority or even split in interest.

(d) The Corporation is entitled to reject a vote, consent, waiver, proxy appointment or proxy appointment revocation if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the shareholder.

(e) The Corporation and its officer or agent who accepts or rejects a vote, consent, waiver, proxy appointment, or proxy appointment revocation in good faith and in accordance with the standards of this section are not liable in damages to the shareholder for the consequences of the acceptance or rejection.

(f) Corporate action based on the acceptance or rejection of a vote, consent, waiver, proxy appointment or proxy appointment revocation under this section is valid unless a court of competent jurisdiction determines otherwise.

2.12 Action of Shareholders without a Meeting.

(a) Written Consent. Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting and without prior notice if one or more consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shareholders entitled to vote with respect to the subject matter thereof were present and voted. Action taken under this section has the same effect as action taken at a duly called and convened meeting of shareholders and may be described as such in any document.

(b) Post-Consent Notice. Unless the written consents of all shareholders entitled to vote have been obtained, notice of any shareholder approval without a meeting shall be given at least ten days before the consummation of the action authorized by such approval to (i) those shareholders entitled to vote who did not consent in writing, and (ii) those shareholders not entitled to vote. Any such notice must be accompanied by the same material that is required under the Act to be sent in a notice of meeting at which the proposed action would have been submitted to the shareholders for action.

(c) Effective Date and Revocation of Consents. No action taken pursuant to this section shall be effective unless all written consents necessary to support this action are received by the Corporation within a sixty-day period and not revoked. Such action is effective as of the date the last written consent is received necessary to effect the action, unless all of the written consents specify an earlier or later date as the effective date of the action. Any shareholder giving a written consent pursuant to this section may revoke the consent by a signed writing describing the action and stating that the consent is revoked, provided that such writing is received by the Corporation prior to the effective date of the action.

(d) Unanimous Consent for Election of Directors. Notwithstanding subsection (a), directors may not be elected by written consent unless such consent is unanimous by all shares entitled to vote for the election of directors.

2.13 Cumulative Voting for Directors. At each election for directors of the Corporation, each shareholder entitled to vote at such election shall have the right to cast, in person or by proxy, as many votes in the aggregate as the shareholder shall be entitled to vote under the Articles, multiplied by the number of directors to be elected at such election. Each shareholder may cast the whole number of votes for one candidate or distribute such votes among two or more candidates. Directors shall not be elected in any other manner.

2.14 Inspection of Records by Shareholders.

(a) Inspection After Notice. A shareholder of the Corporation shall be entitled to inspect and copy, during regular business hours at the Corporation's principal office, any of the following records of the Corporation if the shareholder gives the Corporation written notice of demand at least five business days before the date on which the shareholder wishes to inspect and copy:

(1) the Articles of Incorporation or restated Articles of Incorporation and all amendments to them currently in effect;

(2) the Bylaws or restated Bylaws and all amendments to them currently in effect;

(3) Resolutions adopted by the Board creating one or more classes or series of shares, and fixing their relative rights, preferences and limitations, if shares issued pursuant to those resolutions are outstanding;

(4) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three years;

(5) all written communications to shareholders generally within the past three years, including the financial statements furnished for the past three years;

(6) a list of the names and business addresses of its current directors and officers; and

(7) the most recent Annual Report delivered to the Secretary of State.

(b) Inspection for Proper Purpose. If a shareholder of the Corporation, in good faith and for a proper purpose, describes with reasonable particularity the purpose and the records the shareholder desires to inspect, and if the records requested are directly connected to such purpose, then the shareholder shall be entitled to inspect and copy during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation upon the shareholder giving the Corporation written notice of the shareholder's demand at least five business days before the date on which the shareholder wishes to inspect and copy:

(1) excerpts from minutes of any meeting of the Board, records of any action of a committee of the Board while acting in place of the Board on behalf of the Corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or the Board without a meeting, to the extent not otherwise subject to inspection under Section 2.10(a) above;

(2) accounting records of the Corporation; and

(3) the record of shareholders.

3. Directors.

3.1 General Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, its Board, subject to any limitation set forth in the Articles.

3.2 Number and Qualification of Directors. Unless otherwise provided by the Articles, the Board shall consist of not less than one, nor more than seven, individuals, the exact number of which is to be determined by the Board by resolution from time to time. Directors do not need to be residents of Nevada or shareholders of the Corporation.

3.3 Election of Directors. Directors shall be elected at the annual meeting of shareholders, or if not so elected, at a special meeting of shareholders called for that purpose.

3.4 Term. Each director shall hold office until the next annual meeting of the shareholders and until the director's successor has been elected and qualified or until the director's earlier resignation, removal from office, or death.

3.5 Resignation. A director may resign at any time by delivering written notice to the Board or the Corporation. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

3.6 Removal. Any director or the entire Board may be removed, with or without cause, at any time, by the holders of a majority of the shares entitled to vote at an election of directors at a meeting called for that purpose if notice has been given that the purpose of the meeting is such removal. If a director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove him.

3.7 Vacancies. Any vacancy occurring on the Board for any reason, including, but not limited to, the resignation, removal, or death of a director, or an increase in the number of authorized directors, may be filled by a majority of the directors then in office, although less than a quorum, during such time that the shareholders fail or are unable to fill any such vacancy.

3.8 Annual Meeting. After each annual election of directors, on the same day, the Board shall meet for the purpose of organization, the appointment of officers and the transaction of such other business at the place where the annual meeting of the shareholders for the election of directors is held. Notice of such meeting need not be given. Such meeting may be held at any other time or place which shall be specified in a notice given as hereinafter provided for special meetings of the Board or in a consent and waiver of notice thereof signed by all the directors.

3.9 Regular Meetings. Regular meetings of the Board may be held at such places either within or without the State of Nevada and at such times as the Board shall by resolution determine. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that day shall be held at such place at the same hour and on the next succeeding business day not a legal holiday. Notice of regular meetings need not be given.

3.10 Special Meetings. Special meetings of the Board may be called by or at the request of the president or any director. Notice of each such meeting shall be given to each director, at least two days before the day on which the meeting is to be held. Each such notice shall state the time and place either within or without the State of Nevada of the meeting but need not state the purpose thereof, except as otherwise provided by the Act or by these Bylaws. Notice of any meeting of the Board need not be given to any director who is present at such meeting; and any meeting of the Board shall be a legal meeting without any notice thereof having been given if all of the directors then in office are present at the meeting unless a director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

3.11 Director Quorum and Voting. A majority of the number of directors prescribed by resolution shall constitute a quorum for the transaction of business at any meeting of the board of directors unless the Articles require a greater percentage. A director who is present at a meeting of the board of directors or a committee of the board of directors when corporate action is taken is deemed to have assented to the action taken unless: (1) the director objects at the beginning of the meeting (or promptly upon his arrival) to holding or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting; and (2) the director contemporaneously requests his dissent or abstention as to any specific action be entered into the minutes of the meeting; or (3) the director causes written notice of his dissent or abstention as to any specific action be received by the presiding officer of the meeting before its adjournment or to the Corporation immediately after the adjournment of the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

3.12 Telephone Communications. Members of the Board or any committee thereof may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 3.12 shall constitute presence in person at such meeting.

3.13 Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or of such committee, as the case may be, consent thereto in writing and such written consent is filed with the minutes of proceedings of the Board or such committee.

3.14 Compensation. By resolution of the Board, each director may be paid the director's expenses, if any, of attendance at each meeting of the Board and may be paid a stated annual stipend as director or a fixed sum for attendance at each meeting of the Board. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

3.15 Committees.

(a) Creation of Committees. The Board may, by resolution, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution and not prohibited by the Act, shall have and may exercise the powers of the Board in the management of the business and affairs of the Corporation. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board. Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

(b) Selection of Members. The creation of a committee and appointment of members to it must be approved by the greater of (1) a majority of all the directors in office when the action is taken or (2) the number of directors required by the articles of incorporation to take such action.

(c) Required Procedures. Those sections of this Article 3 which govern meetings, action without meetings, notice and waiver of notice, quorum and voting requirements of the Board apply to committees and their members.

(d) Authority. Unless limited by the Articles, each committee may exercise those aspects of the authority of the Board which the Board confers upon such committee in the resolution creating the committee, provided, however, a committee may not:

(1) authorize distributions;

(2) approve or propose to shareholders action that the Act requires be approved by shareholders;

(3) fill vacancies on the Board or on any of its committees;

(4) amend the Articles pursuant to the authority of the Board to do so;

(5) adopt, amend or repeal bylaws;

(6) approve a plan of merger not requiring shareholder approval;

(7) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board; or

(8) authorize or approve the issuance or sale or contract for sale of shares or determine the designation and relative rights, preferences and limitations of a class or series of shares, except that the Board may authorize a committee (or an officer) to do so within limits specifically prescribed by the Board.

4. Officers.

4.1 Officers. The officers of the Corporation shall be a President, a Secretary, and a Treasurer. Such other officers and assistant officers, including vice presidents, may also be appointed by the Board as deemed necessary. If specifically authorized by the Board, an officer may appoint one or more officers or assistant officers. Any two or more offices may be held by the same person. Such officers and agents shall be appointed in such manner, have such duties and hold their offices for such terms, as may be determined by resolution of the Board.

4.2 Appointment of Officers. The officers shall be appointed by the Board and each shall hold office at the pleasure of the Board and until such officer's successor shall have been duly appointed and qualified, or until the officer's death, or until the officer shall resign or shall have been removed in the manner hereinafter provided.

4.3 No Contract Rights as Officer. Appointment of an officer shall not in itself create contract rights. The removal or resignation of an officer shall not affect the officer's contract rights, if any, with the Corporation.

4.4 Resignation. Any officer may resign at any time by giving written notice of resignation to the Board or to the President. Any such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.5 Removal. Any officer may be removed, either with or without cause, by action of the Board.

4.6 Vacancy. A vacancy in any office because of death, resignation, removal or any other cause shall be filled by the Board.

4.7 President. Unless the Board has designated the Chairman of the Board as Chief Executive Officer, the President shall be the Chief Executive Officer of the corporation and, subject to the control of the Board, shall in general supervise and control all of the business and affairs of the Corporation. Unless there is a Chairman of the Board, the President shall, when present, preside at all meetings of the shareholders and of the Board. The President may sign, with the Secretary or any other proper officer of the Corporation thereunder authorized by the Board, certificates for shares of the Corporation and deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws 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 Board from time to time.

4.8 Vice Presidents. If appointed, in the absence of the President or in the event of his death, inability, or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their appointment) 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.

4.9 Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the shareholders, the Board, and any committee of the Board in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records; (d) when requested or required, authenticate any records of the Corporation; (e) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (f) sign with the President, or a Vice President, certificates for shares of the Corporation, the issuance of which shall have been authorized by the resolution of the Board; (g) have general charge of the stock transfer books of the Corporation; and (h) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board. Assistant Secretaries, if any, shall have the same duties and powers, subject to the supervision of the Secretary.

4.10 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such bank, trust companies, or other depositaries as shall be selected by the Board; and (c) 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 by the President or by the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. Assistant Treasurers, if any, shall have the same powers and duties, subject to the supervision of the Treasurer.

4.11 Powers and Duties. In the absence of any officer of the Corporation, or for any other reason the Board may deem sufficient, the Board may delegate for the time being, the powers or duties of such officer, or any of them, to any other officer or to any director. The Board may from time to time delegate to any officer authority to appoint and remove subordinate officers and to prescribe their authority and duties.

4.12 Compensation. The compensation, including, but not limited to, bonuses, of the officers, if any, shall be fixed from time to time by the Board. Nothing contained herein shall preclude any officer from serving the Corporation in any other capacity, including that of director, or from serving any of its shareholders, subsidiaries or affiliated corporations in any capacity, and receiving proper compensation therefor.

5 . Emergency Regulations. The Board may adopt, either before or during an emergency, as that term is defined by the Act, any emergency regulations permitted by the Act which shall be operative only during an emergency. In the event the Board does not adopt any such emergency regulations, the special rules provided in the Act shall be applicable during an emergency as therein defined.

6. Stock.

6.1 Issuance of Shares. The issuance or sale by the Corporation of any shares of its authorized capital stock of any class, including treasury shares, shall be made only upon authorization by the Board, unless otherwise provided by statute. The Board may authorize the issuance of shares for consideration consisting of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts or arrangements for services to be performed, or other securities of the Corporation. Shares shall be issued for such consideration expressed in dollars as shall be fixed from time to time by the Board.

6.2 Share Certificates.

(a) Content. Certificates representing shares of the Corporation shall, at minimum, state on their face the name of the issuing Corporation and that it is formed under the laws of the State of Nevada; the name of the person to whom issued; and the number and class of shares and the designation of the series, if any, the certificate represents; and be in such form as determined by the Board. Such certificates shall be signed (either manually or by facsimile) by the President or a vice President and by the Secretary or an Assistant Secretary and may be sealed with a corporate seal or a facsimile thereof. Each certificate for shares shall be consecutively numbered or otherwise identified.

(b) Legend as to Class or Series. If the Corporation is authorized to issue different classes of shares or different series within a class, the designations, relative rights, preferences and limitations applicable to each class and the variations in rights, preferences, and limitations determined for each series (and the authority of the Board to determine variations for future series) must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the corporation will furnish the shareholder this information on request in writing and without charge.

(c) Shareholder List. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation.

(d) Transferring Shares. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in cash of a lost, destroyed, or mutilated certificate, a new one may be issued therefor as described below.

(e) Lost, Stolen or Destroyed Certificates. The Board may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation and alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or the shareholder's legal representative, to give the Corporation an indemnity or a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

6.3 Shares Without Certificates.

(a) Issuing Shares Without Certificates. Unless the Articles provide otherwise, the Board may authorize the issue of some or all of the shares of any or all of its classes or series without certificates. The authorization does not affect shares already represented by certificates until they are surrendered to the Corporation.

(b) Information Statement Required. Within a reasonable time after the issuance or transfer of shares without certificates, the Corporation shall send the shareholder a written statement containing, at a minimum, the information required by the Act.

6.4 Registration of the Transfer of Shares. Registration of the transfer of shares of the Corporation shall be made only on the stock transfer books of the Corporation. In order to register a transfer, the record owner shall surrender the shares to the Corporation for cancellation, properly endorsed by the appropriate person or persons with reasonable assurances that the endorsements are genuine and effective. Unless the Corporation has established a procedure by which a beneficial owner of shares held by a nominee is to be recognized by the Corporation as the owner, the person in whose name shares stand in the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes.

6.5 Restrictions on Transfer or Registration of Shares. The Board or shareholders may impose restrictions on the transfer or registration of transfer of shares (including any security convertible into, or carrying a right to subscribe for or acquire shares). A restriction does not affect shares issued before the restriction was adopted unless the holders of the shares are parties to the restrictive agreement or voted in favor of or otherwise consented to the restriction.

A restriction on the transfer or registration of transfer of shares may be authorized:

(a) to maintain the Corporation's status when it is dependent on the number or identity of its shareholders;

(b) to preserve entitlements, benefits, or exemptions under federal or local laws; and

(c) for any other reasonable purpose.

A restriction on the transfer or registration of transfer of shares may:

(a) obligate the shareholder first to offer the Corporation or other persons (separately, consecutively, or simultaneously) an opportunity to acquire the restricted shares;

(b) obligate the Corporation or other persons (separately, consecutively, or simultaneously) to acquire the restricted shares;

(c) require as a condition to such transfer or registration that any one or more persons, including the holders of any of its shares, approve the transfer or registration if the requirement is not manifestly unreasonable; or

(d) prohibit the transfer or the registration of transfer of the restricted shares to designated persons or classes of persons, if the prohibition is not manifestly unreasonable.

A restriction on the transfer or registration of transfer of shares is valid and enforceable against the holder or a transferee of the holder if the restriction is authorized by this section and its existence is noted conspicuously on the front or back of the certificate or is contained in the information statement required by this Article 6 with regard to shares issued without certificates. Unless so noted, a restriction is not enforceable against a person without knowledge of the restriction.

6.6 Corporation's Acquisition of Shares. The Corporation may acquire its own shares and the shares so acquired constitute authorized but unissued shares.

If the Articles prohibit the reissue of acquired shares, the number of authorized shares is reduced by the number of authorized shares is reduced by the number of shares acquired, effective upon amendment of the Articles, which amendment may be adopted by the shareholders or the Board without shareholder action. The Articles must be delivered the Secretary of State of the State of Nevada and must set forth:

(a) the name of the Corporation;

(b) the reduction in the number of authorized shares, itemized by class and series;

(c) the total number of authorized shares, itemized by class and series, remaining after reduction of the shares; and

(d) a statement that the amendment was adopted by the Board without shareholder action and that shareholder action was not required.

6.7 Protection of Corporation. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Nevada.

7. Distributions

7.1 Distributions to Shareholders. The Board may authorize, and the Corporation may make, distributions to the shareholders of the Corporation subject to any restrictions in the Corporation's Articles and in the Act.

7.2 Unclaimed Distributions. If the Corporation has mailed three successive distributions to a shareholder at the shareholder's address as shown on the Corporation's current record of shareholders and the distributions have been returned as undeliverable, no further attempt to deliver distributions to the shareholder need be made until another address for the shareholder is made known to the Corporation, at which time all distributions accumulated by reason of this section, except as otherwise provided by law, shall be mailed to the shareholder at such other address.

8. Indemnification of Directors, Officers, Agents, and Employees.

8.1 Indemnification of Directors. Unless otherwise provided in the Articles, the Corporation shall indemnify any individual made a party to a proceeding because the individual is or was a director of the Corporation against liability incurred in the proceeding, but only if such indemnification is both (i) determined permissible and (ii) authorized, as such are defined in subsection (a) of this Section 5.1.

(a) Determination of Authorization. The Corporation shall not indemnify a director under this section unless:

(1) a determination has been made in accordance with the procedures set forth in the Act that the director met the standard of conduct set forth in subsection (b) below, and

(2) payment has been authorized in accordance with the procedures set forth in the Act based on a conclusion that the expenses are reasonable, the Corporation has the financial ability to make the payment, and the financial resources of the Corporation should be devoted to this use rather than some other use by the Corporation.

(b) Standard of Conduct. The individual shall demonstrate that:

(1) he or she conducted himself in good faith; and

(2) he or she reasonably believed (i) in the case of conduct in his official capacity with the Corporation, that his conduct was in its best interests; (ii) in all other cases, that his conduct was at least not opposed to the Corporation's best interests; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his conduct was unlawful.

(c) Indemnification in Derivative Actions Limited. Indemnification permitted under this section in connection with a proceeding by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the proceeding.

(d) Limitation on Indemnification. The Corporation shall not indemnify a director under this section of Article 5:

(1) in connection with a proceeding by or in the right of the Corporation in which the director was adjudged liable to the Corporation; or

(2) in connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in his or her official capacity, in which he or she was adjudged liable on the basis that personal benefit was improperly received by the director.

8.2 Advance of Expenses for Directors. If a determination is made following the procedures of the Act, that the director has met the following requirements, and if an authorization of payment is made following the procedures and standards set forth in the Act, then unless otherwise provided in the Articles, the Corporation shall pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding, if:

(a) the director furnishes the Corporation a written affirmation of his good faith belief that he has met the standard of conduct described in this section;

(b) the director furnishes the Corporation a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet the standard of conduct; and

(c) a determination is made that the facts then known to those making the determination would not preclude indemnification under this section or the Act.

8.3 Indemnification of Officers, Agents and Employees who are not Directors. Unless otherwise provided in the Articles, the Board may indemnify and advance expenses to any officer, employee, or agent of the Corporation, who is not a director of the Corporation, to the same extent as to a director, or to any greater extent consistent with public policy, as determined by the general or specific actions of the Board.

8.4 Insurance. By action of the Board, notwithstanding any interest of the directors in such action, the Corporation may purchase and maintain insurance on behalf of a person who is or was a director, officer, employee, fiduciary, or agent of the Corporation, against any liability asserted against or incurred by such person in that capacity or arising from such person's status as a director, officer, employee, fiduciary, or agent, whether or not the Corporation would have the power to indemnify such person under the applicable provisions of the Act.

9. Miscellaneous.

9.1 Amendments. The Corporation's Board may amend or repeal the Corporation's Bylaws at any time unless:

(a) the Articles or the Act reserve this power exclusively to the shareholders in whole or part;

(b) the shareholders in adopting, amending, or repealing a particular bylaw provide expressly that the Board may not amend or repeal that bylaw; or

(c) the bylaw either establishes, amends, or deletes, a greater shareholder quorum or voting requirement.

Any amendment which changes the voting or quorum requirement for the board must meet the same quorum requirement and be adopted by the same vote and voting groups required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever are greater.

9.2 Fiscal Year. The Board shall have the power to fix, and from time to time change, the fiscal year of the Corporation.

9.3 Seal. The Board may, but shall not be required to, adopt a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation, Nevada as the state of incorporation and the word "CORPORATE SEAL."

9.4 Construction. Unless the context specifically requires otherwise, any reference in these Bylaws to any gender shall include all other genders, any reference to the singular shall include the plural and any reference to the plural shall include the singular.

9.5 Headings. The headings in these Bylaws are included for purposes of convenience only and shall not be considered a part of these Bylaws in construing or interpreting any provision hereof.

9.6 Severability of Provisions. If any provision of these Bylaws or its application to any person or circumstance is held invalid or unenforceable by a court of competent jurisdiction, the remainder of these Bylaws, or the application of such provision to persons or circumstances other than those to which it was held to be invalid or unenforceable, shall not be affected thereby.

The above Amended and Restated Bylaws of this Corporation were adopted by the Board of the Corporation effective June 19, 2013.

_____

Bruce Widener, CEO

CERTIFICATE OF DESIGNATION
OF
SERIES D PREFERRED STOCK
OF
BEACON ENTERPRISE SOLUTIONS GROUP, INC.

Pursuant to Section 78.1955 of Nevada Private Corporations Law

Beacon Enterprise Solutions Group, Inc., a Nevada corporation (the "Corporation"), does hereby certify that:

FIRST: The original articles of incorporation of the Corporation were filed with the Secretary of State of Nevada on May 22, 2000 (the "Original Articles of Incorporation"), amended and restated on February 15, 2008 (the "First Amended Articles of Incorporation") and amended and restated on April 24, 2008 (the "Second Amended Articles of Incorporation"). The articles of incorporation of the Corporation, as such may be amended or restated from time to time, are the "Articles of Incorporation."

SECOND: The Certificate of Designation of Series B Preferred Stock was filed on June 19, 2008, and amended and restated on July 14, 2008 (as amended, the "Series B Certificate of Designation").

THIRD: The Certificate of Designation of Series C Preferred Stock was filed on March 25, 2011, amended on May 11, 2011, and further amended on October 14, 2011 (as amended, the "Series C Certificate of Designation").

FOURTH: This Certificate of Designation of Series D Preferred Stock was duly adopted in accordance with the Articles of Incorporation and Section 78.1955 of the Nevada Private Corporations Law (the "NPCL") by the written consent of the Board of Directors of the Corporation on June 10, 2013 and filed with the Secretary of State of Nevada on June 17, 2013. No shares of Series D Preferred Stock have been issued as of the date hereof.

FIFTH: This Certificate of Designation of Series D Preferred Stock is as follows:

A . There is hereby created from the Five Million (5,000,000) shares of Preferred Stock, par value $0.01 per share (the "Preferred Stock"), authorized under the Articles of Incorporation a series of preferred stock designated as Series D Convertible Preferred Stock, par value $0.01 per share (the "Series D Preferred Stock"). The authorized number of shares of the Series D Preferred Stock is 2,000,000 shares. Each share of Series D Preferred Stock shall have a stated value of four dollars ($4.00) (the "Stated Value").

B . The rights of the Series D Preferred Stock shall be junior and subordinate to the rights of any shares of Series A Preferred Stock or Series A-1 Preferred Stock issued prior to the date of this Certificate of Designation (collective1y, the " Senior Preferred Stock") as set forth in the Articles of Incorporation. As long as any shares of Series D Preferred Stock are outstanding, the Series D Preferred Stock will rank senior to all other shares of the Corporation's Preferred Stock (the "Junior Preferred Stock") and to the Corporation's common stock, par value $0.001 per share (the "Common Stock").

C. The rights, preferences and privileges of the Series D Preferred Stock are as follows:

(1) Voting Rights.

(a) The holders of the shares of the Series D Preferred Stock (each a "Holder," and collectively the "Holders") shall be entitled to vote on all matters submitted or required to be submitted to a vote of the stockholders of the Corporation and shall be entitled to 20 votes for each share of Series D Preferred Stock held by the Holder at the record date for the determination of stockholders entitled to vote on such matters or, if no such record date is established, at the date such shares were originally issued to the Holder. In each such case, except as otherwise required by law or in an appropriate Certificate of Designation, the holders of shares of Preferred Stock (including Series D Preferred Stock) and shares of Common Stock shall vote together and not as separate classes. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula shall he rounded down to the nearest whole number.

(2) Conversion of Shares of Preferred Stock. Shares of Series D Preferred Stock shall be convertible into shares of Common Stock on the terms and conditions set forth in this Section 2. The term "Conversion Shares" shall mean the shares of Common Stock issuable upon conversion of shares of Preferred Stock. The Corporation shall not issue any fractional shares of Common Stock upon any conversion. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series D Preferred Stock by a Holder shall be aggregated for purposes of determining whether the conversion would result in the issuance of a fractional share of Common Stock. If, after the aforementioned aggregation, the issuance would result in the issuance of a fractional share of Common Stock, the Corporation shall, in lieu of issuing such fractional share, issue one whole share of Common Stock to the Holder thereof.

(a) Mandatory Conversion. Each share of Series D Preferred Stock shall automatically be converted into twenty (20) shares of Common Stock (the "Mandatory Conversion") immediately and automatically upon the filing of the amendment of the Corporation's Articles of Incorporation implementing the Reverse Stock Split (the "Mandatory Conversion Date"), without the need for further notice to, or consent from, the Holder. The number of shares of Common Stock issuable upon Mandatory Conversion already factors in the effect of the Reverse Stock Split, and for the avoidance of doubt, it is intended that the 20 shares of Common Stock referenced above is the post-split value and does not need to be further adjusted.

(b) Mechanics of Conversion.

(i) Shares of Series D Preferred Stock converted pursuant to Section 2(a) shall be deemed to be converted: as of the Mandatory Conversion Date notwithstanding the date on which the Preferred Stock Certificates representing the shares of Series D Preferred Stock being converted (or an indemnification undertaking with respect to such shares in the case of their loss, theft or destruction), are submitted to the Corporation in connection with such conversion, and such Series D Preferred Stock Certificates shall be deemed to represent the right to receive Conversion Shares. To receive Conversion Shares subsequent to a Mandatory Conversion, each Holder shall (i) transmit by facsimile (or otherwise deliver) a copy of an executed notice of conversion (the "Conversion Notice") to the Corporation, and (ii) surrender to a common carrier for delivery to the Corporation within three (3) business days of such facsimile transmission or delivery such Holder's Preferred Stock Certificates.

(ii) On or before the tenth (10^{th}) Business Day following the Mandatory Conversion Date, the Corporation shall (x) issue and deliver a certificate, registered in the name of the Holder or its designee for the number of shares of Common Stock to which the Holder shall be entitled or (y) provided that the Conversion Shares have been registered under the Securities Act, credit such aggregate number of shares of Common Stock to which the Holder shall be entitled to such Holder's or its designee's balance account with the Depository Trust Corporation through its Deposit Withdrawal Agent Commission system. The person or persons entitled to receive the shares of Common Stock issuable upon a conversion of shares of Series D Preferred Stock shall be treated for all purposes as the record bolder or holders of such shares of Common Stock on the Mandatory Conversion Date.

(e) Status of Converted Shares. In the event any shares of Series D Preferred Stock shall be converted pursuant to Section 2 hereof, the shares of Series D Preferred Stock so converted shall be canceled and shall not be reissued as shares of Series D Preferred Stock.

(3) Reservation of Authorized Shares. The Corporation shall, beginning on the Conversion Date (through implementation of the Reverse Stock Split, which is a condition precedent for any conversion pursuant to Section 2 hereof) and thereafter for so long as any of the shares of Series D Preferred Stock are outstanding and convertible pursuant to Section 2 hereof, take all action necessary to reserve and keep available out of its authorized and unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of Series D Preferred Stock, 100% of such number of shares of Common Stock as shall from time to time be sufficient to effect the conversion of all of the shares of Series D Preferred Stock then outstanding.

(4) Preferred Rank. The rights of the shares of Series D Preferred Stock, to the extent applicable and as set forth herein, shall be subject to the preferences and relative rights of any shares of Series A Preferred Stock or Series A-1 Preferred Stock remaining issued as of the date hereof.

(5) Vote to Issue, or Change the Terms of Shares of Series D Preferred Stock. The affirmative vote of the Holders owning not less than a majority of the aggregate number of then-issued and outstanding shares of Series D Preferred Stock at a meeting duly called for such purpose, or by the written consent without a meeting of the Holders of not less than a majority of the then outstanding shares of Series D Preferred Stock shall be required for any direct and/or indirect amendment to the Corporation's Articles of Incorporation, this Certificate of Designation or Bylaws which would directly and/or indirectly amend, alter, change, repeal or otherwise adversely affect any of the powers, designations, preferences and rights of the shares of Series D Preferred Stock.

(6) **Lost or Stolen Certificates.** Upon receipt by the Corporation of evidence reasonably satisfactory to the Corporation of the loss, theft, destruction or mutilation of any Preferred Stock Certificates representing shares of Series D Preferred Stock, and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Corporation in customary form and in the case of mutilation, upon surrender and cancellation of the shares of Preferred Stock Certificate{s), the Corporation shall execute and deliver new preferred share certificate(s) of like tenor and date.

(7) **Notices.** Whenever notice is required to be given hereunder, unless otherwise provided herein, such notice shall be given in writing and will be mailed by certified mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Corporation, at the Corporation's executive offices or (b) if to a Holder, at the address set forth on Corporation's books and records.

(8) **Liquidation**. Upon the liquidation, dissolution or winding up of the business of the Corporation, whether voluntary or involuntary, each holder of Series D Preferred Stock shall be entitled to receive, for each share thereof, out of assets of the Corporation legally available therefor, a preferential amount in cash equal to (and not more than) the Stated Value. All preferential amounts to be paid to the holders of Series D Preferred Stock in connection with such liquidation, dissolution or winding up shall be paid before the payment or setting apart for payment of any amount for, or the distribution of any assets of the Corporation to the holders of (i) any other class or series of capital stock whose terms expressly provide that the holders of Series D Preferred Stock should receive preferential payment with respect to such distribution (to the extent of such preference) and (ii) the Corporation's Common Stock. If upon any such distribution the assets of the Corporation shall be insufficient to pay the holders of the outstanding shares of Series D Preferred Stock (or the holders of any class or series of capital stock ranking on a parity with the Series D Preferred Stock as to distributions in the event of a liquidation, dissolution or winding up of the Corporation) the full amounts to which they shall be entitled, such holders shall share ratably in any distribution of assets in accordance with the sums which would be payable on such distribution if all sums payable thereon were paid in full. Any distribution in connection with the liquidation, dissolution or winding up of the Corporation, or any bankruptcy or insolvency proceeding, shall be made in cash to the extent possible. Whenever any such distribution shall be paid in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors of the Corporation.

(9) **Certain Adjustments**.

(a) Stock Dividends and Stock Splits. If the Corporation, at any time while the Series D Preferred Stock is outstanding: (A) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation pursuant to the Series D Preferred Stock), (B) subdivide outstanding shares of Common Stock into a larger number of shares, (C) combine (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (D) issue by reclassification of shares of the Common Stock any shares of capital stock of the Corporation, each share of Series D Preferred Stock shall receive such consideration as if such number of shares of Series D Preferred Stock had been, immediately prior to such foregoing dividend, distribution, subdivision, combination or reclassifiaction, the holder of one share of Common Stock. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(b) Fundamental Transaction. If, at any time while the Series D Preferred Stock is outstanding, (A) the Corporation effects any merger or consolidation of the Corporation with or into another Person, (B) the Corporation effects any sale of all or substantially all of its assets in one transaction or a series of related transactions, (C) any tender offer or exchange offer (whether by the Corporation or another Person) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property, or (D) the Corporation effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (in any such case, a "Fundamental Transaction"), then, upon any subsequent conversion of this Series D Preferred Stock, the Holders shall have the right to receive, for each Share of Common Stock that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of one share of Common Stock.

(c) Distribution. If the Corporation shall declare or make any distribution of its assets (or rights to acquire its assets) to holders of Common Stock as a dividend, stock repurchase, by way of return of capital or otherwise (including any dividend or distribution to the Corporation's stockholders in cash or shares (or rights to acquire shares) of capital stock of a subsidiary (i.e., a spin-off)) (a "Distribution"), then the holders of Series D Preferred Stock shall be entitled to such Distribution, to receive the amount of such assets which would have been payable to the holder with respect to the shares of Common Stock issuable upon conversion had such holder been the holder of such shares of Common Stock on the record date for the determination of shareholders entitled to such Distribution.

(1 0) **Amendment**. The provisions hereof and the Certificate of Incorporation, as amended, of the Corporation shall not be amended in any manner which would adversely affect the rights, privileges or powers of the Series D Preferred Stock without, in addition to any other vote of stockholders required by law, the affirmative vote of the holders of a majority of the outstanding shares of Series D Preferred Stock, voting together as a single class.

IN WITNESS WHEREOF, this Certificate of Designation was duly adopted by the Board in accordance with the Articles of Incorporation and Section 78.1955 of the NPCL and executed as of June 17, 2013.

BEACON ENTERPRISE SOLUTIONS GROUP, INC.,
a Nevada corporation

By: _____
Bruce Widener
Chief Executive Officer

[SIGNATURE PAGE TO SERIES D CERTIFICATE OF DESIGNATION]

CERTIFICATE OF DESIGNATION
OF
SERIES E PREFERRED STOCK
OF
BEACON ENTERPRISE SOLUTIONS GROUP, INC.

Pursuant to Section 78.1955 of the Nevada Revised Statutes

Beacon Enterprise Solutions Group, Inc., a Nevada corporation (the "**Corporation**"), does hereby certify that:

FIRST: The original articles of incorporation of the Corporation were filed with the Secretary of State of Nevada on May 22, 2000 (the "**Original Articles of Incorporation**"), amended and restated on February 15, 2008 (the "**First Amended Articles of Incorporation**") and amended and restated on April 24, 2008 (the "**Second Amended Articles of Incorporation**"). The articles of incorporation of the Corporation, as such may be amended or restated from time to time, are the "**Articles of Incorporation**."

SECOND: The Certificate of Designation of Series B Preferred Stock was filed on June 19, 2008, and amended and restated on July 14, 2008 (as amended, the "**Series B Certificate of Designation**").

THIRD: The Certificate of Designation of Series C Preferred Stock was filed on March 25, 2011, amended on May 11, 2011, and further amended on October 14, 2011 (as amended, the "**Series C Certificate of Designation**").

FOURTH: The Certificate of Designation of Series D Preferred Stock was filed on June 17, 2013 (the "**Series D Certificate of Designation**").

FIFTH: This Certificate of Designation of Series E Preferred Stock (this "**Certificate of Designation**") was duly adopted in accordance with the Articles of Incorporation and Section 78.1955 of the Nevada Revised Statutes by the written consent of the Board of Directors of the Corporation (the "**Board**") on June 10, 2013 and filed with the Secretary of State of Nevada on June 17, 2013. No shares of Series E Preferred Stock have been issued as of the date hereof.

1. Designation. Of the Five Million (5,000,000) authorized shares of Preferred Stock of the Corporation, par value $0.01 per share (the "**Preferred Stock**"), there shall be a series of Preferred Stock that shall be designated as "Series E Convertible Preferred Stock" (the "**Series E Preferred Stock**") and the number of Shares constituting such series shall be 1,000,000. The rights, preferences, powers, restrictions and limitations of the Series E Preferred Stock shall be as set forth herein.

2. Defined Terms. For purposes hereof, the following terms shall have the following meanings:

"**Articles of Incorporation**" has the meaning set forth in the Recitals.

"**Board**" has the meaning set forth in the Recitals.

"**Certificate of Designation**" has the meaning set forth in the Recitals.

"**Change of Control**" means (a) any sale, lease or transfer or series of sales, leases or transfers of all or substantially all of the assets of the Corporation; (b) any sale, transfer or issuance (or series of sales, transfers or issuances) of capital stock by the Corporation or the holders of Common Stock (or other voting stock of the Corporation) that results in the inability of the holders of Common Stock (or other voting stock of the Corporation) immediately prior to such sale, transfer or issuance to designate or elect a majority of the board of directors (or its equivalent) of the Corporation; or (c) any merger, consolidation, recapitalization or reorganization of the Corporation with or into another Person (whether or not the Corporation is the surviving corporation) that results in the inability of the holders of Common Stock (or other voting stock of the Corporation) immediately prior to such merger, consolidation, recapitalization or reorganization to designate or elect a majority of the board of directors (or its equivalent) of the resulting entity or its parent company.

"**Common Stock**" means the common stock, par value $0.001 per share, of the Corporation.

"**Conversion Price**" has the meaning set forth in **Section** 7.1(a).

"**Conversion Shares**" means the shares of Common Stock issuable upon conversion of the Series E Preferred Stock in accordance with the terms of **Section** 7.

"**Corporation**" has the meaning set forth in the Recitals.

"**Date of Issuance**" means, for any Share of Series E Preferred Stock, June 17, 2013.

"**Distribution**" has the meaning set forth in **Section** 7.6(d).

"**Excluded Issuances**" means any issuance or sale (or deemed issuance or sale in accordance with **Section 7.6(b**)) by the Corporation after the Date of Issuance of: (a) shares of Common Stock issued on the conversion of the Series D Preferred Stock; (b) shares of Common Stock issued upon the conversion or exercise of Options; (d) shares of Series D Preferred Stock or Common Stock issued pursuant to the Securities Purchase Agreement dated June 17, 2013 between Focus Venture Partners, Inc. and 5G Investments, LLC as assigned to the Corporation by the Assignment and Consent to Assignment Agreement dated June 17, 2013 between Focus Venture Partners, Inc., 5G Investments, LLC and the Corporation; or (e) shares of Preferred Stock issued in connection with an equity issuance to investors referred to Beacon by 5G Investments, LLC, Laidlaw & Co., Ltd., or any of their affiliates.

"**First Amended Articles of Incorporation**" has the meaning set forth in the Recitals.

"**Forced Conversion Price**" means, with respect to any Share on any given date, $2.00 per share of Series E Preferred Stock (as adjusted for any stock splits, stock dividends, recapitalizations or similar transaction with respect to the Series E Preferred Stock).

"**Fundamental Transaction**" has the meaning set forth in **Section** 7.6(d).

"**Junior Securities**" means, collectively, the Common Stock and any other class of securities that is specifically designated as junior to the Series E Preferred Stock.

"**Liquidation**" has the meaning set forth in **Section** 4.1.

"**Liquidation Value**" means, with respect to any Share on any given date, $1.00 per share of Series E Preferred Stock (as adjusted for any stock splits, stock dividends, recapitalizations or similar transaction with respect to the Series E Preferred Stock).

"**Mandatory Minimum Redemption**" has the meaning set forth in **Section** 7.1(b).

"**Options**" means any warrants or other rights or options to subscribe for or purchase Common Stock.

"**Original Articles of Incorporation**" has the meaning set forth in the Recitals.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"**Preferred Stock**" has the meaning set forth in **Section** 1.

"**Second Amended Articles of Incorporation**" has the meaning set forth in the Recitals.

"**Securities Act**" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

"**Senior Securities**" means the Series A Preferred Stock, Series A-1 Preferred Stock, the Series D Preferred Stock and any Preferred Stock authorized and/or issued for the purpose of an equity issuance to investors referred to Beacon by 5G Investments, LLC, Laidlaw & Co., Ltd., or any of their affiliates.

"**Series B Certificate of Designation**" has the meaning set forth in the Recitals.

"**Series C Certificate of Designation**" has the meaning set forth in the Recitals.

"**Series D Certificate of Designation**" has the meaning set forth in the Recitals.

"**Series E Preferred Stock**" has the meaning set forth in **Section 1**.

"**Series E Preferred Stock Breach**" has the meaning set forth in **Section 8.1**.

"**Series E Redemption Date**" has the meaning set forth in **Section** 6.1.

"**Series E Redemption Price**" has the meaning set forth in **Section 6.1**.

"**Share**" means a share of Series E Preferred Stock.

"**Subsidiary**" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

3. Rank. With respect to payment of dividends and distribution of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, all Shares of the Series E Preferred Stock shall rank junior to all Senior Securities and senior to all Junior Securities.

4. Liquidation.

4.1 Liquidation. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (a "**Liquidation**"), the holders of Shares of Series E Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, after the payment is made to the holders of Senior Securities by reason of their ownership thereof and before any payment shall be made to the holders of Junior Securities by reason of their ownership thereof, an amount in cash equal to the aggregate Liquidation Value of all Shares held by such holder.

4.2 Participation With Junior Securities on Liquidation. In addition to and after payment in full of all preferential amounts required to be paid to the holders of Series E Preferred Stock upon a Liquidation under this **Section 4**, the holders of Shares of Series E Preferred Stock then outstanding shall be entitled to participate with the holders of shares of Junior Securities then outstanding, pro rata as a single class based on the number of outstanding shares of Junior Securities on an as-converted basis held by each holder as of immediately prior to the Liquidation, in the distribution of all the remaining assets and funds of the Corporation available for distribution to its stockholders.

4.3 Insufficient Assets. If upon any Liquidation the remaining assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of the Shares of Series E Preferred Stock the full preferential amount to which they are entitled under **Section 4.1**, (a) the holders of the Shares shall share ratably in any distribution of the remaining assets and funds of the Corporation in proportion to the respective full preferential amounts which would otherwise be payable in respect of the Series E Preferred Stock in the aggregate upon such Liquidation if all amounts payable on or with respect to such Shares were paid in full, and (b) the Corporation shall not make or agree to make any payments to the holders of Junior Securities.

4.4 Notice.

(a) Notice Requirement. In the event of any Liquidation, the Corporation shall, within ten (10) days of the date the Board approves such action, or no later than twenty (20) days of any stockholders' meeting called to approve such action, or within twenty (20) days of the commencement of any involuntary proceeding, whichever is earlier, give each holder of Shares of Series E Preferred Stock written notice of the proposed action. Such written notice shall describe the material terms and conditions of such proposed action, including a description of the stock, cash and property to be received by the holders of Shares upon consummation of the proposed action and the date of delivery thereof. If any material change in the facts set forth in the initial notice shall occur, the Corporation shall promptly give written notice to each holder of Shares of such material change.

(b) Notice Waiting Period. The Corporation shall not consummate any voluntary Liquidation of the Corporation before the expiration of thirty (30) days after the mailing of the initial notice or ten (10) days after the mailing of any subsequent written notice, whichever is later; *provided*, that any such period may be shortened upon the written consent of the holders of all the outstanding Shares.

5. Voting. Each holder of outstanding Shares of Series E Preferred Stock shall be entitled to vote with holders of outstanding shares of Common Stock, voting together as a single class, with respect to any and all matters presented to the stockholders of the Corporation for their action or consideration (whether at a meeting of stockholders of the Corporation, by written action of stockholders in lieu of a meeting or otherwise), except as provided by law. In any such vote, each Share of Series E Preferred Stock shall be entitled to a number of votes equal to the number of shares of Common Stock into which the Share is convertible pursuant to **Section** 7 herein as of the record date for such vote or written consent or, if there is no specified record date, as of the date of such vote or written consent. Each holder of outstanding Shares of Series E Preferred Stock shall be entitled to notice of all stockholder meetings (or requests for written consent) in accordance with the Corporation's bylaws.

6. Redemption.

6.1 Mandatory Redemption. The Corporation shall redeem on the first business day of each month following the Date of Issuance (each, a "**Series E Redemption Date**") ten thousand (10,000) shares of Series E Preferred Stock by paying in cash therefor the then applicable Conversion Price (as adjusted for any stock dividends, combinations or splits with respect to such shares) (the "**Series E Redemption Price**"). The Series E Redemption Price shall be paid in wire transfer in U.S. dollars to an account specified by the holder, or if no or incomplete wiring instructions are provided by a check in U.S. dollars mailed to the last address specified by the holder in writing. If the funds of the Corporation legally available for redemption hereunder on any Series E Redemption Date are insufficient to redeem the total number of share to be redeemed on such date those funds which are legally available will be used to redeem the maximum possible number of such shares ratably among the holders of such shares to be redeemed. Any shares not redeemed shall remain outstanding and be entitled to all rights and preferences provided herein. At any time thereafter when additional funds are legally available for redemption such funds will be used immediately to redeem the maximum number of shares which the Corporation has become obliged to redeem, but which it has not redeemed.

6.2 Insufficient Funds; Remedies For Nonpayment.

(a) Insufficient Funds. If on any Series E Redemption Date, the assets of the Corporation legally available are insufficient to pay the full Series E Redemption Price for the total number of Shares elected to be redeemed pursuant to **Section 6.1**, the Corporation shall (i) take all appropriate action reasonably within its means to maximize the assets legally available for paying the Series E Redemption Price, (ii) redeem out of all such assets legally available therefor on the applicable Series E Redemption Date the maximum possible number of Shares that it can redeem on such date, *pro rata* among the holders of such Shares to be redeemed in proportion to the aggregate number of Shares elected to be redeemed by each such holder on the applicable Series E Redemption Date, and (iii) following the applicable Series E Redemption Date, at any time and from time to time when additional assets of the Corporation become legally available to redeem the remaining Shares, the Corporation shall immediately use such assets to pay the remaining balance of the aggregate applicable Series E Redemption Price.

(b) Remedies For Nonpayment. If on any Series E Redemption Date, the Shares are not redeemed in full by the Corporation by paying the entire Series E Redemption Price, until such Shares are fully redeemed and the aggregate Series E Redemption Price paid in full, (i) all of the unredeemed Shares shall remain outstanding and continue to have the rights, preferences and privileges expressed herein, (ii) interest on the portion of the aggregate Series E Redemption Price applicable to the unredeemed Shares shall accrue daily in arrears at a rate equal to 8% per annum, compounded quarterly, and (iii) the holders of the unredeemed Shares shall have the remedies set forth in **Section 8.2**.

6.3 Surrender of Certificates. Following each Series E Redemption Date and the payment by the Corporation of the Series E Redemption Price, the holder of Shares of Series E Preferred Stock being redeemed shall surrender the certificate or certificates representing such Shares to the Corporation, duly assigned or endorsed for transfer to the Corporation. Each surrendered certificate shall be canceled and retired; *provided*, that if less than all the Shares represented by a surrendered certificate are redeemed, then a new stock certificate representing the unredeemed Shares shall be issued in the name of the applicable holder of record of canceled stock certificate.

6.4 Rights Subsequent to Redemption. If on the applicable Series E Redemption Date, the Series E Redemption Price is paid for any of the Shares to be redeemed on such Series E Redemption Date, then on such date all rights of the holder in the Shares so redeemed and paid or tendered, including any rights to dividends on such Shares, shall cease, and such Shares shall no longer be deemed issued and outstanding.

7. Conversion.

7.1 Right to Convert; Automatic Conversion

(a) Right to Convert. Subject to the provisions of this **Section 7**, at any time and from time to time on or after the Date of Issuance, any holder of Series E Preferred Stock shall have the right by written election to the Corporation to convert all or any portion of the outstanding Shares of Series E Preferred Stock (including any fraction of a Share) held by such holder along with the aggregate accrued or accumulated and unpaid dividends thereon into an aggregate number of shares of Common Stock (including any fraction of a share) as is determined by (i) multiplying the number of Shares (including any fraction of a Share) to be converted by the Liquidation Value thereof, and then (ii) dividing the result by the Conversion Price in effect immediately prior to such conversion. The initial conversion price per Share (the "**Conversion Price**") shall be the Liquidation Value of such Share, subject to adjustment as applicable in accordance with **Section** 7.6 below.

(b) Forced Conversion. Subject to the provisions of this **Section 7** and provided that no Series E Preferred Stock Breach has occurred, following 48 consecutive Series E Redemption Dates which result in an aggregate Series E Redemption Price of $480,000 being paid to the holder (the "**Mandatory Minimum Redemption**"), the Corporation may cause all of the outstanding Shares of Series E Preferred Stock (including any fraction of a Share) held by stockholders to be converted into an aggregate number of shares of Common Stock (including any fraction of a Share) as is determined by (i) multiplying the number of Shares (including any fraction of a Share) to be converted by the Liquidation Value thereof, and then (ii) dividing the result by the Forced Conversion Price.

7.2 Procedures for Conversion; Effect of Conversion

(a) Procedures for Holder Conversion. In order to effectuate a conversion of Shares of Series E Preferred Stock pursuant to **Section 7.1(a)**, a holder shall (a) submit a written election to the Corporation that such holder elects to convert Shares, the number of Shares elected to be converted and (b) surrender, along with such written election, to the Corporation the certificate or certificates representing the Shares being converted, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto) or, in the event the certificate or certificates are lost, stolen or missing, accompanied by an affidavit of loss executed by the holder. The conversion of such Shares hereunder shall be deemed effective as of the date of surrender of such Series E Preferred Stock certificate or certificates or delivery of such affidavit of loss. Upon the receipt by the Corporation of a written election and the surrender of such certificate(s) and accompanying materials, the Corporation shall as promptly as practicable (but in any event within ten days thereafter) deliver to the relevant holder (a) a certificate in such holder's name (or the name of such holder's designee as stated in the written election) for the number of shares of Common Stock (including any fractional share) to which such holder shall be entitled upon conversion of the applicable Shares as calculated pursuant to **Section** 7.1(a) and, if applicable (b) a certificate in such holder's (or the name of such holder's designee as stated in the written election) for the number of Shares of Series E Preferred Stock (including any fractional share) represented by the certificate or certificates delivered to the Corporation for conversion but otherwise not elected to be converted pursuant to the written election. All shares of capital stock issued hereunder by the Corporation shall be duly and validly issued, fully paid and nonassessable, free and clear of all taxes, liens, charges and encumbrances with respect to the issuance thereof.

(b) Procedures for Forced Conversion. Following the Mandatory Minimum Redemption, the Corporation may cause all Preferred Stock to be converted to the number of shares of Common Stock calculated pursuant to **Section 7.1(b)** without any further action by the relevant holder of such Shares or the Corporation. As promptly as practicable following such Mandatory Minimum Redemption (but in any event within five (5) days thereafter), the Corporation shall send each holder of Shares of Series E Preferred Stock written notice of such event. Upon receipt of such notice, each holder shall promptly notify the Corporation of any objections to such notice. In the event there are no objections, each holder shall surrender to the Corporation the certificate or certificates representing the Shares being converted, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto) or, in the event the certificate or certificates are lost, stolen or missing, accompanied by an affidavit of loss executed by the holder. Upon the surrender of such certificate(s) and accompanying materials, the Corporation shall as promptly as practicable (but in any event within ten (10) days thereafter) deliver to the relevant holder a certificate in such holder's name (or the name of such holder's designee as stated in the written election) for the number of shares of Common Stock (including any fractional share) to which such holder shall be entitled upon conversion of the applicable Shares. All shares of Common Stock issued hereunder by the Corporation shall be duly and validly issued, fully paid and nonassessable, free and clear of all taxes, liens, charges and encumbrances with respect to the issuance thereof.

(c) Effect of Conversion. All Shares of Series E Preferred Stock converted as provided in this **Section 7.1** shall no longer be deemed outstanding as of the effective time of the applicable conversion and all rights with respect to such Shares shall immediately cease and terminate as of such time (including, without limitation, any right of redemption pursuant to **Section** 6), other than the right of the holder to receive shares of Common Stock in exchange therefor.

7.3 Reservation of Stock. The Corporation shall at all times when any Share of Series E Preferred Stock is outstanding reserve and keep available out of its authorized but unissued shares of capital stock, solely for the purpose of issuance upon the conversion of the Series E Preferred Stock, such number of shares of Common Stock issuable upon the conversion of all outstanding Series E Preferred Stock pursuant to this **Section** 7, taking into account any adjustment to such number of shares so issuable in accordance with **Section 7.6** hereof. The Corporation shall take all such actions as may be necessary to assure that all such shares of Common Stock may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of Common Stock may be listed (except for official notice of issuance which shall be immediately delivered by the Corporation upon each such issuance). The Corporation shall not close its books against the transfer of any of its capital stock in any manner which would prevent the timely conversion of the Shares of Series E Preferred Stock.

7.4 No Charge or Payment. The issuance of certificates for shares of Common Stock upon conversion of Shares of Series E Preferred Stock pursuant to **Section** 7.1 shall be made without payment of additional consideration by, or other charge, cost or tax to, the holder in respect thereof.

7.5 Termination of Conversion Rights. Following the redemption of any Shares of Series E Preferred Stock pursuant to **Section** 6, the conversion rights described herein of the Shares designated for redemption shall terminate at the close of business on the redemption date, unless the Series E Redemption Price is not fully paid on such redemption date, in which case the conversion rights for such Shares shall continue until such price is paid in full.

7.6 Adjustment to Conversion Price and Number of Conversion Shares. In order to prevent dilution of the conversion rights granted under this **Section** 7, the Conversion Price and the number of Conversion Shares issuable on conversion of the Shares of Series E Preferred Stock shall be subject to adjustment from time to time as provided in this **Section 7.6**.

(a) Exceptions To Adjustment Upon Issuance of Common Stock. Anything herein to the contrary notwithstanding, there shall be no adjustment to the Conversion Price or the number of Conversion Shares issuable upon conversion of the Series E Preferred Stock with respect to any Excluded Issuance.

(b) Effect of Certain Events on Adjustment to Conversion Price. For purposes of determining the adjusted Conversion Price under **Section** 7.6 hereof, the following shall be applicable:

(i) Record Date. For purposes of any adjustment to the Conversion Price or the number of Conversion Shares in accordance with this **Section** 7.6, in case the Corporation shall take a record of the holders of its Common Stock for the purpose of entitling them (A) to receive a dividend or other distribution payable in Common Stock, or (B) to subscribe for or purchase Common Stock, then such record date shall be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(ii) Treasury Shares. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation or any of its wholly-owned subsidiaries, and the disposition of any such shares (other than the cancellation or retirement thereof or the transfer of such shares among the Corporation and its wholly-owned subsidiaries) shall be considered an issue or sale of Common Stock for the purpose of this **Section** 7.6.

(c) Adjustment to Conversion Price and Conversion Shares Upon Dividend, Subdivision or Combination of Common Stock. If the Corporation shall, at any time or from time to time after the Date of Issuance, (i) pay a dividend or make any other distribution upon the Common Stock or any other capital stock of the Corporation payable in shares of Common Stock or in Options, or (ii) subdivide (by any stock split, recapitalization or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to any such dividend, distribution or subdivision shall be proportionately reduced and the number of Conversion Shares issuable upon conversion of the Series E Preferred Stock shall be proportionately increased. If the Corporation at any time combines (by combination, reverse stock split or otherwise) its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased and the number of Conversion Shares issuable upon conversion of the Series E Preferred Stock shall be proportionately decreased. Any adjustment under this **Section** 7.6(c) shall become effective at the close of business on the date the dividend, subdivision or combination becomes effective.

(d) Adjustment to Conversion Price and Conversion Shares Upon Reorganization, Reclassification, Consolidation, Merger or Distribution. If, at any time while the Series E Preferred Stock is outstanding, (A) the Corporation effects any merger or consolidation of the Corporation with or into another Person, (B) the Corporation effects any sale of all or substantially all of its assets in one transaction or a series of related transactions, (C) any tender offer or exchange offer (whether by the Corporation or another Person) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property, or (D) the Corporation effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (in any such case, a "**Fundamental Transaction**"), then, upon any subsequent conversion of this Series E Preferred Stock, the Holders shall have the right to receive, for each Share of Common Stock that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of one share of Common Stock. If the Corporation shall declare or make any distribution of its assets (or rights to acquire its assets) to holders of Common Stock as a dividend, stock repurchase, by way of return of capital or otherwise (including any dividend or distribution to the Corporation's stockholders in cash or shares (or rights to acquire shares) of capital stock of a subsidiary (i.e., a spin-off)) (a "**Distribution**"), then the holders of Series E Preferred Stock shall be entitled to such Distribution, to receive the amount of such assets which would have been payable to the holder with respect to the shares of Common Stock issuable upon conversion had such holder been the holder of such shares of Common Stock on the record date for the determination of shareholders entitled to such Distribution.

(e) Certificate as to Adjustment.

(i) As promptly as reasonably practicable following any adjustment of the Conversion Price, but in any event not later than ten (10) days thereafter, the Corporation shall furnish to each holder of record of Series E Preferred Stock at the address specified for such holder in the books and records of the Corporation (or at such other address as may be provided to the Corporation in writing by such holder) a certificate of an executive officer setting forth in reasonable detail such adjustment and the facts upon which it is based and certifying the calculation thereof.

(ii) As promptly as reasonably practicable following the receipt by the Corporation of a written request by any holder of Series E Preferred Stock, but in any event not later than ten (10) days thereafter, the Corporation shall furnish to such holder a certificate of an executive officer certifying the Conversion Price then in effect and the number of Conversion Shares or the amount, if any, of other shares of stock, securities or assets then issuable to such holder upon conversion of the Shares of Series E Preferred Stock held by such holder.

(f) Notices. In the event:

(i) that the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Series E Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, to vote at a meeting (or by written consent), to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(ii) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, any consolidation or merger of the Corporation with or into another Person, or sale of all or substantially all of the Corporation's assets to another Person; or

(iii) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation;

then, and in each such case, the Corporation shall send or cause to be sent to each holder of record of Series E Preferred Stock at the address specified for such holder in the books and records of the Corporation (or at such other address as may be provided to the Corporation in writing by such holder) at least ten (10) days prior to the applicable record date or the applicable expected effective date, as the case may be, for the event, a written notice specifying, as the case may be, (A) the record date for such dividend, distribution, meeting or consent or other right or action, and a description of such dividend, distribution or other right or action to be taken at such meeting or by written consent, or (B) the effective date on which such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding-up is proposed to take place, and the date, if any is to be fixed, as of which the books of the Corporation shall close or a record shall be taken with respect to which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon conversion of the Series E Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Series E Preferred Stock and the Conversion Shares.

8. Breach of Obligations.

8.1 Series E Preferred Stock Breach. A breach by the Corporation of the rights, preferences, powers, restrictions and limitations of the Series E Preferred Stock set forth herein shall mean the occurrence of one or more of any of the events and conditions set forth in this **Section 8.1** (each such event or condition, a "**Series E Preferred Stock Breach**"), whether such event or condition occurs voluntarily or involuntarily, by operation of law or pursuant to any judgment, order, decree, rule or regulation and regardless of the reason or cause of such event or condition.

(a) Reserved.

(b) Nonpayment of Redemption or Liquidation Payments. The failure of the Corporation to make any (i) redemption payment when due pursuant to **Section** 6 or (ii) liquidation payment when due pursuant to **Section 4**, in each case whether or not such payment is legally permissible or is otherwise prohibited.

(c) Reserved.

(d) Bankruptcy or Insolvency. The Corporation or any of its Subsidiaries (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing; (iii) makes a general assignment for the benefit of creditors; or (iv) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

8.2 Consequences of Breach. In addition to any other rights which a holder of Shares of Series E Preferred Stock is entitled under any other contract or agreement and any other rights such holder may have pursuant to applicable law, the holders of Shares of Series E Preferred Stock shall have the rights and remedies set forth in this **Section** 8.2 on the occurrence of a Series E Preferred Stock Breach.

(a) Reserved.

(b) Redemption Right. If a Series E Preferred Stock Breach has occurred prior to (other than a Series E Preferred Stock Breach described in **Section 8.1(d))** and is continuing for a period of ten days, the holder of Series E Preferred Stock shall have the right to elect to have, out of funds legally available therefor, all of the then outstanding Shares of Series E Preferred Stock immediately redeemed by the Corporation for a price per Share equal to the Series E Redemption Price, provided however, that in the event that the Mandatory Minimum Redemption has been made, the Corporation may elect to cause all of the remaining outstanding Shares of Series E Preferred Stock (including any fraction of a Share) held by stockholders to be converted into an aggregate number of shares of Common Stock (including any fraction of a Share) as is determined by (i) multiplying the number of Shares (including any fraction of a Share) to be converted by the Liquidation Value thereof, and then (ii) dividing the result by the Forced Conversion Price. Any such redemption and/or conversion shall occur not more than 10 days following receipt by the Corporation of written notice of such holder's election to have such Shares redeemed. Any such redemption and/or conversion shall occur immediately and shall otherwise be executed in accordance with the provisions of **Section** 6 and **Section** 8.2, applied *mutatis mutandis*.

(c) Automatic Redemption on Bankruptcy. Notwithstanding the earliest date for redemption set forth in **Section** 6.1, if a Series E Preferred Stock Breach described in **Section** 8.1(d) has occurred, all of the then outstanding Shares of Series E Preferred Stock shall be subject to redemption immediately without any action required by the holders of Shares of Series E Preferred Stock, for a price per Share equal to the Series E Redemption Price. Any such redemption shall occur immediately and shall otherwise be executed in accordance with the provisions of **Section 6**, applied *mutatis mutandis*.

(d) Adjustment to Conversion Price. If a Series E Preferred Stock Breach has occurred and is continuing for a period of ten days, the then current Conversion Price of the Series E Preferred Stock shall be reduced immediately to forty percent (40%) of the Conversion Price in effect immediately prior to such reduction, and the number of Conversion Shares issuable on conversion of the Shares of Series E Preferred Stock shall be immediately proportionately increased to a number of Shares calculated pursuant to the provisions of **Section** 7.1(a) above.

9. Reissuance of Series E Preferred Stock. Any Shares of Series E Preferred Stock redeemed, converted or otherwise acquired by the Corporation or any Subsidiary shall be cancelled and retired as authorized and issued shares of capital stock of the Corporation and no such Shares shall thereafter be reissued, sold or transferred.

10. Notices. Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent (a) to the Corporation, at its principal executive offices and (b) to any stockholder, at such holder's address at it appears in the stock records of the Corporation (or at such other address for a stockholder as shall be specified in a notice given in accordance with this **Section 10**).

11. Amendment and Waiver. No provision of this Certificate of Designation may be amended, modified or waived except by an instrument in writing executed by the Corporation and the holders of a majority of the shares of Series E Preferred Stock, and any such written amendment, modification or waiver will be binding upon the Corporation and each holder of Series E Preferred Stock; *provided*, that no such action shall change or waive (a) the definition of Liquidation Value, or (b) this **Section 11**, without the prior written consent of each holder of outstanding Shares of Series E Preferred Stock; *provided*, *further*, that no amendment, modification or waiver of the terms or relative priorities of the Series E Preferred Stock may be accomplished by the merger, consolidation or other transaction of the Corporation with another corporation or entity unless the Corporation has obtained the prior written consent of the holders in accordance with this **Section 11**.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Certificate of Designation is executed on behalf of the Corporation by its Chief Executive Officer this 17th day of June 2013.

BEACON ENTERPRISE SOLUTIONS GROUP, INC.

By:_____
Name: Bruce Widener
Title: Chief Executive Officer

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement ("**Agreement**") is entered into and effective as of June 19, 2013 (the "**Effective Date**"), by and between Focus Venture Partners, Inc., a Nevada corporation (the "**Company**"), and 5G Investments, LLC, a Delaware limited liability company (the "**Investor**").

RECITALS

WHEREAS, the parties desire that, upon the terms and subject to the conditions contained herein, the Company shall issue to the Investor, and the Investor shall purchase from the Company, up to $3,500,000 (the "**Maximum Amount**") of shares of Series B Preferred Stock (the "**Series B Shares**");

WHEREAS, the Series B Shares may be purchased in one or more tranches, up to the Maximum Amount;

WHEREAS, the Investor is purchasing Series B Shares for the purchase price set forth on the signature page of this Agreement;

WHEREAS, the Company has entered into an Agreement and Plan of Merger, as amended and restated on June 19, 2013 (collectively, the "**Merger Agreement**"), providing for a reverse merger of a wholly owned subsidiary of Beacon Enterprise Solutions Group, Inc. ("**Beacon**") with and into the Company in which the Company will be the surviving entity and will become a wholly-owned subsidiary of Beacon (the "**Merger**");

WHEREAS, in connection with the Merger, it is contemplated that the Series B Shares representing the Maximum Amount shall be exchanged for shares of Series D Preferred Stock of Beacon as provided by the Merger Agreement, subject to Section 4.4 below; and

WHEREAS, the offer and sale of the Series B Shares provided for herein are being made without registration under the Securities Act, in reliance upon the provisions of Section 4(2) of the Securities Act, Regulation D promulgated under the Securities Act, and such other exemptions from the registration requirements of the Securities Act as may be available with respect to any or all of the purchases of Series B Shares to be made hereunder.

AGREEMENT

In consideration of the premises, the mutual provisions of this Agreement, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and the Investor agree as follows:

ARTICLE I
DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings indicated in this **Article I**:

"**Affiliate**" means any Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a Person, as such terms are used in and construed under Rule 144 under the Securities Act. With respect to the Investor, without limitation, any Person owning, owned by, or under common ownership with the Investor, and any investment fund or managed account that is managed on a discretionary basis by the same investment manager as the Investor will be deemed to be an Affiliate of the Investor.

"**Agreement**" means this Securities Purchase Agreement.

"**Board**" means the Board of Directors of the Company.

"**Certificate of Designation**" means that certain Certificate of Designation of the Series B Preferred Stock of the Company filed with the Nevada Secretary of State on June 14, 2013, a copy of which is attached as **Exhibit A**.

"**Closing**" has the meaning set forth in Section 2.2.

"**Disclosure Schedule**" means the disclosure schedule of the Company delivered concurrently herewith, attached hereto, and incorporated herein by reference.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**GAAP**" means United States generally accepted accounting principles applied on a consistent basis during the periods involved.

"**Indebtedness**" means (a) any liabilities for borrowed money or amounts owed in excess of $5,000 (other than trade accounts payable incurred in the ordinary course of business); (b) all guaranties, endorsements and other contingent obligations in respect of Indebtedness of others, whether or not the same are or should be reflected in the Company's balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; and (c) the present value of any lease payments in excess of $5,000 due under leases required to be capitalized in accordance with GAAP.

"**Liens**" means a lien, charge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"**Material Adverse Effect**" means any material adverse effect on (a) the legality, validity or enforceability of any Transaction Document, (b) the results of operations, assets, business, prospects or financial condition of the Company and the Subsidiaries, taken as a whole, or (c) the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document; provided, however, that none of the following shall be deemed in themselves, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been or will be a Material Adverse Effect: any change in the business, condition, capitalization, assets, liabilities, operations or financial performance of Focus caused by, related to or resulting from (i) the transfer by MDT Labor, LLC d/b/a MDT Technical of its 100% interest in MDT Infrastructure Solutions Limited to Optos Capital Partners, LLC prior to the date hereof, (ii) the transfer by MDT Labor, LLC d/b/a MDT Technical of its 10% interest in MDT Infrastructure Solutions Czech s.r.o. to Optos Capital Partners, LLC prior to the date hereof, (iii) the transfer by Optos Capital Partners, LLC of its 100% interest in MDT Labor, LLC d/b/a MDT Technical to Quafecta Solutions, LLC prior to the date hereof, (iv) the sale by Focus Fiber Solutions, LLC of all of its rights in and to its contracts with Zayo Group, LLC and its accounts receivable arising thereunder, the proceeds of which were used to repay the outstanding principal balance of the revolving loans of the Company and certain of its Subsidiaries with Atalaya Administrative LLC in full, to reduce the outstanding principal balance of their term loans with Atalaya Administrative LLC, and to pay their prepayment fee due and payable in connection with the termination of their revolving loan commitment with Atalaya Administrative LLC, and (v) the termination of their revolving loan commitment with Atalaya Administrative LLC.

"**Officer's Certificate**" means a certificate in customary form reasonably acceptable to the Investor, executed by an authorized officer of the Company.

"**Opinion**" means an opinion from Fleming PLLC, the Company's independent legal counsel, in the form attached as **Exhibit B** or in such other form agreed upon by the parties, to be delivered in connection with the Closing.

"**Person**" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"**Regulation D**" means Regulation D promulgated under the Securities Act.

"**Rule 144**" means Rule 144 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect.

"**Rule 144 Eligible**" means eligible for immediate resale under Rule 144 without limitation on the amount of securities sold under Rule 144(e) and without requiring discharge by payment in full of any promissory notes given to the Company prior to the sale of the securities under Rule 144(d)(2)(iii).

"**SEC**" means the United States Securities and Exchange Commission.

"**Secretary's Certificate**" means a certificate in customary form reasonably acceptable to the Investor, executed by the Secretary of the Company.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Series B Shares**" means the shares of Series B Preferred Stock of the Company as further described in the Certificate of Designation therefor.

"**Subsidiary**" means any Person the Company owns or controls, or in which the Company, directly or indirectly, owns a majority of the capital stock or similar interest that would be disclosable pursuant to Regulation S-K, Item 601(b)(21).

"**Transaction Documents**" means this Agreement, the other agreements and documents referenced herein, and the exhibits and schedules hereto and thereto.

ARTICLE II
PURCHASE AND SALE

2.1 Agreement to Purchase. Subject to the terms and conditions herein and the satisfaction of the conditions to the Closing set forth in this **Article II**:

(a) The Investor hereby agrees to purchase from the Company Series B Shares in the number and for the purchase price set forth on the signature page of this Agreement (the "**Purchase Price**"); and

(b) Upon receipt of the Purchase Price from the Investor, which Purchase Price shall either be payable to the Company or as otherwise set forth on Schedule A hereto, the Company agrees to issue the Series B Shares to the Investor as provided herein.

2.2 Investment.

(a) Investment. The closing contemplated by this Agreement (the "**Closing**") shall be deemed to occur when this Agreement has been duly executed by the Investor and the Company, and the other Conditions to the Closing set forth in Section 2.2(b) have been met.

(b) Conditions to Investment. As a condition precedent to the Closing, all of the following (the "**Conditions to Closing**") shall have been satisfied prior to or concurrently with the Company's execution and delivery of this Agreement:

(i) the following documents shall have been delivered to the Investor: (A) this Agreement, executed by the Company; (B) a Secretary's Certificate as to (x) the resolutions of the Board authorizing this Agreement and the Transaction Documents, and the transactions contemplated hereby and thereby, and (y) a copy of the Company's Articles of Incorporation and Bylaws, each as amended to date, and other governing documents; (C) the Officer's Certificate; and (D) the Opinion; and

(ii) the representations and warranties of the Company in this Agreement shall be true and correct in all material respects and the Company shall have delivered the Officer's Certificate to such effect to the Investor, executed by an officer of the Company.

(c) Investor's Obligation to Purchase. At the Closing and subject to the prior satisfaction of all conditions set forth in this Agreement, the Investor shall be required to purchase from the Company the Series B Shares purchased hereunder and deliver the Purchase Price to the Company.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. Except as set forth under the corresponding section of the Disclosure Schedule, which shall be deemed a part hereof, or as otherwise set forth herein, the Company hereby represents and warrants to, and as applicable covenants with, the Investor as of the Effective Date and as of the date of the Closing:

(a) Subsidiaries. All of the direct and indirect Subsidiaries of the Company are set forth on Section 3.1(a) to the Disclosure Schedule. All entities with which the Company is presently in discussion regarding a potential acquisition or similar transaction are set forth under Section 3.1(a) to the Disclosure Schedule. The Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary, and all of such directly or indirectly owned capital stock or other equity interests are owned free and clear of any Liens. All of the issued and outstanding shares of capital stock or other equity interests of each Subsidiary are duly authorized, validly issued, fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities.

(b) Organization and Qualification. Each of the Company and each Subsidiary is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, as applicable, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and each Subsidiary is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in a Material Adverse Effect and no proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(c) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by each of the Transaction Documents and otherwise to carry out its obligations hereunder or thereunder. The execution and delivery of each of the Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby or thereby have been duly authorized by all necessary action on the part of the Company and no further consent or action is required by the Company. Each of the Transaction Documents has been, or upon delivery will be, duly executed by the Company and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies, and (iii) insofar as indemnification and contribution provisions may be limited by applicable law. Neither the Company nor any Subsidiary is in violation of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents.

(d) No Conflicts. The execution, delivery and performance of the Transaction Documents by the Company, the issuance and sale of the Series B Shares and the consummation by the Company of the other transactions contemplated thereby do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, certificate of formation, operating agreement, articles of association, bylaws, or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected, or (iv) conflict with or violate the terms of any agreement by which the Company or any Subsidiary is bound or to which any property or asset of the Company or any Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

(e) Filings, Consents and Approvals. Neither the Company nor any Subsidiary is required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than the filing of the Certificate of Designation with the Secretary of State of the State of Nevada and required federal and state securities filings.

(f) Issuance of the Series B Shares. The Series B Shares are duly authorized and, when issued and paid for in accordance with the Certificate of Designation, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens. The Company has authorized for issuance a number of Series B Shares at least equal to the number of Series B Shares which could be issued pursuant to the terms of this Agreement.

(g) Capitalization. The capitalization of the Company is as described in Section 3.1(g) to the Disclosure Schedule hereto. There are 70,000 Series B Shares issued or outstanding. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. Except as a result of the purchase and sale of the Series B Shares or as set forth on Section 3.1(g) to the Disclosure Schedule, there are no outstanding options, warrants, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exchangeable for, or giving any Person any right to subscribe for or acquire, any securities of the Company, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue such securities or securities convertible into or exercisable for such securities, including any of the Series B Shares. The issuance and sale of the Series B Shares will not obligate the Company to issue any securities of the Company to any Person (other than the Investor) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange, or reset price under such securities. All of the outstanding equity securities of the Company are validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding equity securities was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any shareholder of the Company, the Board or others is required for the issuance and sale of the Series B Shares. There are no shareholder agreements, voting agreements or other similar agreements with respect to the Company's equity securities to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's shareholders.

(h) Financial Statements. The Company has delivered to the Investor true and complete copies of its audited balance sheets as of, and the statements of results of operations for the years ended December 31, 2011 and 2010 (the "**Audited Financial Statements**") and its unaudited balance sheets as of December 31, 2012 and as of March 31, 2013 (the "**Balance Sheet Date**") and the related statements of operations, cash flows and changes in shareholders' equity of the Company for the periods ending on such dates (collectively, the "**Unaudited Financial Statements**" and together with the Audited Financial Statements, the "**Financial Statements**"). The balance sheet as of Balance Sheet Date is referred to herein as the "**Most Recent Balance Sheet**." The Financial Statements are, or will be, true and correct in all material respects and present, or will present, fairly the financial position of the Company as of the respective dates indicated and the results of operations for the respective periods indicated, having been prepared in conformity with GAAP.

(i) Material Changes. Since the Balance Sheet Date, except as specifically disclosed on Section 3.1(i) to the Disclosure Schedule, (i) there has been no event, occurrence or development that has had, or that could reasonably be expected to result in, a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice, and (B) liabilities not required to be reflected in the Company's Financial Statements pursuant to GAAP, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its shareholders or purchased, redeemed or made any agreements to purchase or redeem any of its securities, and (v) the Company has not issued any equity securities to any shareholder, Manager, officer or Affiliate.

(j) Litigation. There is no action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an "**Action**"), which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Series B Shares, or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any Subsidiary, nor to the knowledge of the Company, any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty.

(k) Labor Relations. No material labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company, which could reasonably be expected to result in a Material Adverse Effect.

(l) Compliance. Neither the Company nor any Subsidiary (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received written notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other similar agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any order of any court, arbitrator or governmental body, or (iii) is or has been in violation of any statute, rule or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws applicable to its business, except in each case under clauses (i)-(iii) above as could not have a Material Adverse Effect.

(m) Regulatory Permits. The Company and each Subsidiary possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses, except where the failure to possess such permits could not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect ("**Material Permits**"), and neither the Company nor any Subsidiary has received any written notice of proceedings relating to the revocation or modification of any Material Permit.

(n) Title to Assets. The Company and each Subsidiary have good and marketable title in fee simple to all real property owned by them that is material to the business of the Company and each Subsidiary and good and marketable title in all personal property owned by them that is material to the respective business of the Company and each Subsidiary, in each case free and clear of all Liens, except for (i) Liens that do not materially affect the value of such property, (ii) Liens that do not materially interfere with the use made and proposed to be made of such property by the Company and each Subsidiary, (iii) Liens for the payment of federal, state or other taxes, the payment of which is neither delinquent nor subject to penalties, and (iv) those Liens that are set forth on Section 3.1(n) to the Disclosure Schedule. Any real property and facilities held under lease by the Company and each Subsidiary are held by them under valid, subsisting and enforceable leases of which the Company and each Subsidiary are in compliance.

(o) Patents and Trademarks. The Company and each Subsidiary have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, licenses and other similar rights that are necessary or material for use in connection with their respective businesses and which the failure to so have could have a Material Adverse Effect (collectively, the "**Intellectual Property Rights**"). Neither the Company nor any Subsidiary has received a written notice that the Intellectual Property Rights used by the Company or any Subsidiary violates or infringes upon the rights of any Person. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights of the Company or each Subsidiary.

(p) Insurance. The Company and each Subsidiary are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company and each Subsidiary are engaged. To the best of Company's knowledge, such insurance contracts and policies are accurate and complete. Neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

(q) Transactions With Affiliates and Employees. None of the officers or directors of the Company and, to the knowledge of the Company, none of the employees of the Company, is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner, in each case in excess of $120,000 other than (i) for payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company, and (iii) for other employee benefits, including equity option agreements under any equity incentive plan of the Company.

(r) Certain Fees. Except as set forth in Section 3.1(r) to the Disclosure Schedule, no brokerage or finder's fees or commissions are or will be payable by the Company to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by this Agreement. The Investor shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section 3.1(r) that may be due in connection with the transactions contemplated by this Agreement or the other Transaction Documents.

(s) Private Placement. Assuming the accuracy of the Investor's representations and warranties set forth in Section 3.2, no registration under the Securities Act is required for the offer and sale of the Series B Shares by the Company to the Investor as contemplated hereby.

(t) Investment Company. The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Series B Shares, will not be or be an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company shall conduct its business in a manner so that it will not become subject to the Investment Company Act.

(u) Registration Rights. No Person has any right to cause the Company to effect the registration under the Securities Act of any securities of the Company.

(v) No Integrated Offering. Neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Series B Shares to be integrated with prior offerings by the Company for purposes of the Securities Act.

(w) Financial Condition. Based on the financial condition of the Company as of the date of the Closing: the Company's assets do not constitute unreasonably small capital to carry on its business for the current fiscal year as now conducted and as proposed to be conducted including its capital needs taking into account the particular capital requirements of the business conducted by the Company and projected capital requirements and capital availability thereof. Except as set forth on Section 3.1(w) to the Disclosure Schedule, the Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt). The Company has no knowledge of any facts or circumstances, which lead it to believe that it will file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within one (1) year from the date of the Closing. Neither the Company nor any Subsidiary is in default with respect to any Indebtedness. In connection with the transactions contemplated by the Transaction Documents, the Company (i) did not and does not have any intent to hinder, delay, or defraud any of its creditors, (ii) had a valid business reason for such transactions, (iii) received new value therefor and consideration therefor constituting reasonably equivalent value and fair market value consideration, and (iv) was not rendered insolvent by such transactions and, after giving effect to such transactions, is able to pay its debts as they mature.

(x) Tax Status. The Company and each of its Subsidiaries has made or filed all federal, state and foreign income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject (unless and only to the extent that the Company and each of its Subsidiaries has set aside on its books provisions reasonably adequate for the payment of all unpaid and unreported taxes) and has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and has set aside on its books provisions reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim. The Company has not executed a waiver with respect to the statute of limitations relating to the assessment or collection of any foreign, federal, state or local tax. None of the Company's tax returns is presently being audited by any taxing authority.

(y) No General Solicitation or Advertising. Neither the Company nor, to the knowledge of the Company, any of its directors or officers (i) has conducted or will conduct any general solicitation (as that term is used in Rule 502(c) of Regulation D) or general advertising with respect to the sale of the Series B Shares, or (ii) made any offers or sales of any security or solicited any offers to buy any security under any circumstances that would require registration of the Series B Shares under the Securities Act or made any "directed selling efforts" as defined in Rule 902 of Regulation S.

(z) Foreign Corrupt Practices. Neither the Company, nor to the knowledge of the Company, any agent or other Person acting on behalf of the Company, has (i) directly or indirectly, used any corrupt funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company (or made by any person acting on its behalf of which the Company is aware) which is in violation of law, or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended.

(aa) Acknowledgment Regarding Investor's Purchase of Series B Shares. The Company acknowledges and agrees that the Investor is acting solely in the capacity of an arm's length purchaser with respect to this Agreement and the transactions contemplated hereby. The Company further acknowledges that the Investor is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to this Agreement and the transactions contemplated hereby and any statement made by the Investor or any of its representatives or agents in connection with this Agreement and the transactions contemplated hereby is not advice or a recommendation and is merely incidental to the Investor's purchase of the Series B Shares. The Company further represents to the Investor that the Company's decision to enter into this Agreement has been based solely on the independent evaluation of the Company and its representatives.

(bb) No Disagreements with Accountants. There are no disagreements of any kind presently existing, or reasonably anticipated by the Company to arise, between the accountants formerly or presently employed by the Company, and the Company is current with respect to any fees owed to its accountants, except for any past-due amounts that may be owed in the ordinary course of business.

(cc) No Other Representations or Warranties. The Investor acknowledges and agrees that the Company does not make and has not made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in this Section 3.1.

3.2 Representations and Warranties of the Investor. The Investor hereby represents and warrants to, and as applicable covenants with, the Company as of the Effective Date and as of the date of the Closing:

(a) Organization; Authority. The Investor is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, limited liability company power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations thereunder. The execution, delivery and performance by the Investor of the transactions contemplated by this Agreement have been duly authorized by all necessary company action on the part of the Investor. Each Transaction Document to which it is a party has been (or will be) duly executed by the Investor, and when delivered by the Investor in accordance with the terms hereof, will constitute the valid and legally binding obligation of the Investor, enforceable against it in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies, and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) Investor Status. At the time the Investor was offered the Series B Shares, it was, and at the Effective Date it is, an "accredited investor" as defined in Rule 501(a) under the Securities Act. The Investor is purchasing the Series B Shares for its own account, for investment purposes only. The Investor acknowledges that the offer and sale of the Series B Shares have not been registered under the Securities Act or the securities laws of any state or other jurisdiction, and that the Series B Shares are being offered and sold pursuant to an exemption from registration contained in the Securities Act, and cannot be disposed of unless they are subsequently registered under the Securities Act and any applicable state Laws or an exemption from such registration is available.

(c) Experience of Investor. The Investor, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Series B Shares, and has evaluated the merits and risks of such investment. The Investor is able to bear the economic risk of an investment in the Series B Shares and, at the present time, is able to afford a complete loss of such investment.

(d) General Solicitation. The Investor is not purchasing the Series B Shares as a result of any advertisement, article, notice or other communication regarding the Series B Shares published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

(e) Capital Resources; Solvency. The Investor has, or will have at the Closing, sufficient funds to purchase the Series B Shares as provided herein. The Investor is, and after giving effect to the transactions contemplated hereby will continue to be, Solvent. For purposes of this Agreement, "Solvent" means, with respect to the Investor, that (i) the sum of the assets, at a fair valuation, of the Investor and its subsidiaries (on a consolidated basis) and of each of them (on a stand-alone basis) will exceed their respective liabilities, (ii) each of the Investor and its subsidiaries (on a consolidated basis) and each of them (on a stand-alone basis) has not incurred and does not intend to incur, and does not believe that it will incur, debts or other liabilities beyond its ability to pay such debts and other liabilities as such debts and other liabilities mature or become due, and (iii) each of the Investor and its subsidiaries (on a consolidated basis) and each them (on a stand-alone basis) has sufficient capital with which to conduct its respective business.

(f) Litigation. There is no Action pending or, to the knowledge of the Investor, threatened against or affecting the Investor or any of its properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign), which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Series B Shares, or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Neither the Investor nor, to the knowledge of the Investor, any manager or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty.

(g) Certain Fees. Except as set forth in Section 3.2(g) to the Disclosure Schedule, no brokerage or finder's fees or commissions are or will be payable by the Investor to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by this Agreement. The Company shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section 3.2(g) that may be due in connection with the transactions contemplated by this Agreement or the other Transaction Documents.

(h) No Other Representations or Warranties. The Company acknowledges and agrees that the Investor does not make and has not made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in this Section 3.2.

ARTICLE IV
OTHER AGREEMENTS OF THE PARTIES

4.1 Transfer Restrictions

(a) The Series B Shares may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of the Series B Shares other than (i) pursuant to an effective registration statement or Rule 144, (ii) to the Company, (iii) to an Affiliate of the Investor, or (iv) in connection with a pledge as contemplated in Section 4.1(b), the Company may require that the transferor thereof provide to the Company an opinion of Sichenzia Ross Friedman Ference LLP ("**Investor Counsel**"), or other counsel selected by the transferor and reasonably acceptable to the Company, to the effect that such transfer does not require registration of such transferred Series B Shares under the Securities Act.

(b) The Investor agrees to the imprinting, so long as is required by this Section 4.1, of the following legend, or substantially similar legend, on any certificate evidencing the Series B Shares:

NEITHER THESE SECURITIES NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THESE SECURITIES AND THE SECURITIES ISSUABLE UPON EXERCISE OF THESE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

The Company agrees to cause such legend to be removed immediately upon effectiveness of a registration statement covering the Series B Shares, or when any Series B Shares are Rule 144 Eligible. The Company further acknowledges and agrees that the Investor may, from time to time, pledge pursuant to a bona fide margin agreement with a registered broker-dealer or grant a security interest in some or all of the Series B Shares to a financial institution that is an "accredited investor" as defined in Rule 501(a) under the Securities Act and which agrees to be bound by the provisions of this Agreement and, if required under the terms of such arrangement, the Investor may transfer pledged or secured Series B Shares to the pledgees or secured parties. Such a pledge or transfer would not be subject to approval of the Company and no legal opinion of legal counsel of the pledgee, secured party or pledgor shall be required in connection therewith. Further, no notice shall be required of such pledge. At the Investor's reasonable expense, the Company will execute and deliver such documentation as a pledgee or secured party of the Series B Shares may reasonably request in connection with a pledge or transfer of the Series B Shares.

4.2 Integration. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Series B Shares in a manner that would require the registration under the Securities Act of the sale of the Series B Shares to the Investor.

4.3 Publicity. The Company and the Investor shall consult with each other in issuing any press releases with respect to the transactions contemplated hereby, and neither the Company nor the Investor shall issue any such press release or otherwise make any such public statement without the prior written consent of the Company, with respect to any such press release of the Investor, or without the prior written consent of the Investor, with respect to any such press release of the Company, which consents shall not unreasonably be withheld or delayed, except if such disclosure is required by law, in which case the disclosing party shall promptly provide the other party with prior written notice of such public statement or communication. Notwithstanding the foregoing, the Company shall not publicly disclose the name of the Investor, or include the name of the Investor in any filing with the SEC or any regulatory agency, without the prior written consent of the Investor, which consent shall not unreasonably be withheld or delayed, except (i) as contained in the press release described above, or (ii) to the extent such disclosure is required by law or regulations, in which case the Company shall provide the Investor with prior written notice of such disclosure.

4.4 Reverse Merger. The Investor hereby acknowledges and agrees to vote in favor of the proposed Merger. In the event that the Company has not completed such Merger by June 21, 2013, the Company shall use its commercially reasonable efforts to complete an initial public offering or a reverse merger into an appropriate, debt and liability free, public shell company, such that a class of securities of the Company (or securities in the public shell company received by the members in such a transaction) will be traded on a national securities exchange or on the over-the-counter bulletin board. Notwithstanding the understanding of the Parties, the Parties agree that in the event that the Merger has not occurred by September 30, 2013, the Series B Shares owned by the Investor, assuming the Maximum Amount has been purchased, shall automatically and without any action required by either Party hereto, convert into debt of the Company to the Investor in the principal amount equal to 133% of the dollar amount then invested by the Investor, whether into the Company directly or as set forth on Schedule A. The promissory note evidencing such debt shall have a term of six (6) months and not bear interest.

4.5 Reimbursement. If Investor becomes involved in any capacity in any proceeding by or against any Person who is a shareholder of the Company (except as a result of sales, pledges, margin sales and similar transactions by the Investor to or with any current shareholder), solely as a result of Investor's acquisition of the Series B Shares under this Agreement, the Company will reimburse the Investor for its reasonable legal and other expenses (including the cost of any investigation preparation and travel in connection therewith) incurred in connection therewith, as such expenses are incurred, or will assume the defense of the Investor in such matter. The reimbursement obligations of the Company under this Section 4.5 shall be in addition to any liability which the Company may otherwise have, shall extend upon the same terms and conditions to any Affiliates of the Investor who are actually named in such action, proceeding or investigation, and partners, directors, agents, employees and controlling persons (if any), as the case may be, of the Investor and any such Affiliate, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company, the Investor and any such Affiliate and any such Person. The Company also agrees that neither the Investor nor any such Affiliates, partners, directors, agents, employees or controlling persons shall have any liability to the Company or any Person asserting claims on behalf of or in right of the Company solely as a result of acquiring the Series B Shares under this Agreement.

4.6 Indemnification of the Investor

(a) Company Indemnification Obligation. Subject to the provisions of this Section 4.6, the Company will indemnify and hold the Investor, its Affiliates and attorneys, and each of their managers, directors, officers, members, partners, employees, agents, and any person who controls the Investor within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (collectively, the "**Investor Parties**" and each an "**Investor Party**"), harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation (collectively, "**Losses**") that any Investor Party may suffer or incur as a result of or relating to (i) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Documents, and/or (ii) any action instituted against any Investor Party, or any of them or their respective Affiliates, by any shareholder of the Company who is not an Affiliate of an Investor Party, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is based upon a breach of the Investor's representations, warranties or covenants under the Transaction Documents or any agreements or understandings the Investor may have with any such Person or any violations by the Investor of state or federal securities laws or any conduct by the Investor which constitutes fraud, gross negligence, willful misconduct or malfeasance).

(b) Indemnification Procedures. If any action shall be brought against an Investor Party in respect of which indemnity may be sought pursuant to this Agreement, such Investor Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing. The Investor Parties shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Investor Parties except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) in such action there is, in the reasonable opinion of such separate counsel, a material conflict with respect to the dispute in question on any material issue between the position of the Company and the position of the Investor Parties such that it would be inappropriate for one counsel to represent the Company and the Investor Parties. The Company will not be liable to the Investor Parties under this Agreement (i) for any settlement by an Investor Party effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed; or (ii) to the extent, but only to the extent, that a loss, claim, damage or liability is either attributable to the Investor's breach of any of the representations, warranties, covenants or agreements made by the Investor in this Agreement or in the other Transaction Documents.

4.7 No Additional Sales of Equity Securities; Right of First Refusal . The Company agrees that for a period of six (6) months following the Effective Date, it shall issue no equity securities to any Person without the prior written consent of the Investor. Commencing six (6) months after the Effective Date, if the Company proposes to issue any of its equity securities to any Person (a "**Sale**") the Company shall first notify the Investor in writing of the proposed sale (the "**Sale Notice**"). Each Sale Notice shall contain all material terms of the proposed Sale, including, without limitation, a copy (if applicable) of the written offer received, the name and address of the prospective purchaser, the purchase price and terms of payment, the date and place of the proposed Sale, and the number and description of equity securities proposed to be sold by the Company (the "**Offered Securities**"). The Investor shall have an option for a period of fifteen (15) days from the date the Sale Notice is given to elect to purchase all or a portion of the Offered Securities at the same price and subject to the same material terms and conditions as described in the Sale Notice. The Investor may exercise such purchase option and, thereby, purchase all (or any portion of) of the Offered Securities, by notifying the Company in writing, before expiration of such fifteen (15) day period as to the number of such Offered Securities that it wishes to purchase.

4.8 Drag-Along Rights; Tag-Along Rights.

(a) Drag-Along Rights. In the event that the Investor accepts an offer to purchase its Series B Shares from a bona fide third party, the Investor may send a written notice (the "**Drag-Along Notice**") to the other shareholders of the Company (the "**Drag-Along Sellers**") specifying the name of the purchaser, the consideration payable per Series B Share and a summary of the material terms of such proposed purchase. Upon receipt of a Drag-Along Notice, each Drag-Along Seller shall be obligated to (i) sell all of its equity securities, free of any encumbrances, in the transaction contemplated by the Drag-Along Notice on the same terms and conditions as the Investor (including payment of its pro-rata share of all costs associated with such transaction), and (ii) otherwise take all necessary action to cause the consummation of such transaction, including voting its equity securities in favor of such transaction. Each Drag-Along Seller further agrees to take all actions (including executing documents) in connection with consummation of the proposed transaction as may reasonably be requested of it by the Investor, and hereby appoints the Investor as its attorney-in-fact to do the same on its behalf.

(b) Tag-Along Rights. In connection with any proposed purchase of equity securities from any shareholder of the Company other than the Investor (a "**Disposing Person**") by a third party, the Investor shall have the right, but not the obligation (a "**Tag-Along Right**"), to require the third party to purchase from the Investor rather than from the Disposing Person, up to the number of equity securities equal to the Investor's Proportionate Share. The Investor's "**Proportionate Share**" shall mean a number of equity securities equal to the product of (i) the quotient determined by dividing the number of equity securities held by the Investor by the aggregate number of equity securities held by the Disposing Person, multiplied by (ii) the number of equity securities to be sold in the contemplated Sale. The transfer of equity securities by the Investor exercising its Tag-Along Right pursuant to this Section 4.8(b) shall not be subject to the right of first refusal provided for in Section 4.7. The Tag-Along Right may be exercised by the Investor by delivery of a written notice to the Disposing Person within 10 days following the date of receipt of the sales notice (the "**Disposing Person Sales Notice**"), which notice shall set forth the number of equity securities such Disposing Person elects to sell. Notwithstanding anything to the contrary contained herein, if any third party offering to purchase equity securities does not purchase all of the equity securities offered by the Investor pursuant to this Section 4.8(b), then the Disposing Person shall not be entitled to sell any equity securities to such third party, whether pursuant to the terms originally agreed to by the Disposing Person and such third party or any other terms, without again complying with this Section 8.3.

4.9 Post-Merger Investments. In the event that the entire Maximum Amount shall not have been purchased by the Investor prior to the closing of the Merger, the Company shall cause Beacon to accept the remaining amount permitted to be invested hereunder on substantially identical terms and conditions.

ARTICLE V
TERMINATION

5.1 Prior to the Closing. This Agreement may be terminated at any time prior to the Closing:

(a) By the written agreement of the Parties;

(b) By the Company or the Investor in the event that the Closing has not occurred by June 28, 2013 (the "**Termination Date**");

(c) By the Investor if the conditions set forth in Section 2.2(b) shall not have been complied with or performed in any material respect and such noncompliance or nonperformance shall not have been cured or eliminated (or by its nature cannot be cured or eliminated) on or before the Termination Date; or

(d) At the option of the Investor if (i) the Company sustains a Material Adverse Effect; (ii) trading in securities on the New York Stock Exchange has been suspended or limited; (iii) material governmental restrictions have been imposed on trading in securities generally (not in force and effect on the date hereof); (iv) a banking moratorium has been declared by federal or New York authorities; (v) an outbreak of major international hostilities or other national or international calamity has occurred; (vi) a pending or threatened legal or governmental proceeding or action relating to the operations, business or financial condition of the Company, or a written notification has been received by any of the Parties hereto of the threat of any such proceeding or action, which could have or reasonably be expected to result in a Material Adverse Effect; (vii) any material adverse change in the financial or securities markets beyond normal market fluctuations has occurred since the date of this Agreement, and is continuing, and is reasonably expected to have a material adverse effect on the transactions contemplated by this Agreement; or (viii) a terrorist attack upon the United States substantially similar in magnitude and scope to those that occurred on September 11, 2001.

5.2 Liabilities upon Termination prior to the Termination Date . In the event of the termination of this Agreement prior to the Termination Date, this Agreement shall thereafter be valid solely to the extent performed, but shall become void and have no effect as to the obligations of the Parties as to all matters to be performed on or after the Termination Date, and no Party hereto shall have any liability concerning those matters to be performed after the Termination Date to the other Parties hereto or their respective equity owners, managers, directors, officers, employees or agents in respect thereof, except that nothing herein will relieve any Party from liability for any willful breach of any covenant herein contained prior to such termination. If this Agreement is terminated prior to the Termination Date, each of the Parties hereto shall bear their own expenses incurred in negotiating the transactions contemplated hereby and the preparation of this Agreement and its Schedules, Exhibits and all other related documents.

ARTICLE VI
MISCELLANEOUS

6.1 Fees and Expenses. Except as may be otherwise provided in this Agreement, each party shall pay the fees and expenses of its own advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of the Transaction Documents. The Company shall pay all stamp and other taxes and duties levied in connection with the sale of the Series B Shares, if any.

6.2 Amendments; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by the Company and the Investor or, in the case of a waiver, by the party against whom enforcement of any such waiver is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

6.3 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

6.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Investor; provided, however, that the Company may only assign this Agreement or any rights or obligations hereunder to Beacon Enterprise Solutions Group, Inc., a Nevada corporation, without the prior written consent of the Investor. The Investor may assign any or all of its rights under this Agreement (a) to any Affiliate, or (b) to any Person to whom the Investor assigns or transfers any Series B Shares.

6.5 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth in Section 6.4.

6.6 Governing Law; Venue. This Agreement shall be governed solely and exclusively by and construed in accordance with the internal laws of the State of New York without regard to the conflicts of laws principles thereof. The Parties hereto hereby expressly and irrevocably agree that any suit or proceeding arising directly and/or indirectly pursuant to or under this Agreement shall be brought solely in a federal or state court located in the City, State and County of New York. By its execution hereof, each Party hereby covenants and irrevocably submits to the in personam jurisdiction of the federal and state courts located in the State of New York and agrees that any process in any such action may be served upon any of them personally, or by certified mail or registered mail upon them or their agent, return receipt requested, with the same full force and effect as if personally served upon them in the State of New York. The Parties hereto expressly and irrevocably waive any claim that any such jurisdiction is not a convenient forum for any such suit or proceeding and any defense or lack of in personam jurisdiction with respect thereto. In the event of any such action or proceeding, the Party prevailing therein shall be entitled to payment from the other Party hereto of its reasonable counsel fees and disbursements.

6.7 Survival. The representations and warranties contained herein shall survive the Closing for a period of three months following the Closing.

6.8 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

6.9 Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

6.10 Replacement of Series B Shares. If any certificate or instrument evidencing any Series B Shares is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof, or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction and customary and reasonable indemnity, if requested. The applicants for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs associated with the issuance of such replacement Series B Shares.

6.11 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Investor and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations described in the foregoing sentence and hereby agree to waive in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

6.12 Liquidated Damages. The Company's obligations to pay any partial liquidated damages or other amounts owing under the Transaction Documents is a continuing obligation of the Company and shall not terminate until all unpaid partial liquidated damages and other amounts have been paid notwithstanding the fact that the instrument or security pursuant to which such partial liquidated damages or other amounts are due and payable shall have been cancelled.

6.13 Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

6.14 Construction. The parties agree that each of them and/or their respective counsel has reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments hereto. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

6.15 Entire Agreement. This Agreement, together with the Exhibits, Appendices and Schedules hereto, contains the entire agreement and understanding of the parties, and supersedes all prior and contemporaneous agreements, term sheets, letters, discussions, communications and understandings, both oral and written, which the parties acknowledge have been merged into this Agreement. No party, representative, attorney or agent has relied upon any collateral contract, agreement, assurance, promise, understanding or representation not expressly set forth hereinabove. The parties hereby expressly waive all rights and remedies, at law and in equity, directly or indirectly arising out of or relating to, or which may arise as a result of, any Person's reliance on any such assurance.

6.16 Addresses for Notice. Any notice required or permitted hereunder shall be given in writing (unless otherwise specified herein) and shall be deemed effectively given, (a) on the date received, (i) by personal delivery, or (ii) if advance copy is given by fax, (b) seven (7) Business Days after deposit with the applicable government postal service by certified mail, or (c) three (3) Business Days after mailing by reputable international express courier, with postage and fees prepaid, addressed to each of the other parties thereunto entitled at the following addresses, or at such other addresses as a party may designate by fifteen (15) days' advance written notice to the other party hereto.

If to the Company:

Focus Venture Partners, Inc.
4647 Saucon Creek Road, Suite 201
Center Valley, Pennsylvania 18034
Attn: Christopher Ferguson, CEO
Phone: (877) 633-2239
Fax: (610) 672-9999
Email: cferguson@focusventurepartners.com

with a copy to (for information purposes only):

Fox Rothschild LLP
2700 Kelly Road, Suite 300
Warrington, Pennsylvania 18976
Attn: Adam G. Silverstein, Esq.
Phone: (215) 918-3611
Fax: (215) 345-7507
Email: asilverstein@foxrothschild.com

If to the Investor:

5G Investments, LLC
90 Park Avenue
New York, New York 10016
Attn: Hugh Regan
Phone: (212) 953-4906
Fax: (212) 682-0380
Email: hregan@laidlawltd.com

with a copy to (for information purposes only):

Sichenzia Ross Friedman Ference LLP
61 Broadway, 32nd Floor
New York, New York 10006
Attn.: Richard Friedman, Esq.
Phone: (212) 930-9700
Fax: (212) 930-9725
Email: rfriedman@srff.com

[remainder of page left intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

5G INVESTMENTS, LLC

By: _____
a duly authorized signatory

FOCUS VENTURE PARTNERS, INC.

By: _____
a duly authorized signatory

Number of Series B Shares purchased: 30,000

Purchase Price per Series B Share: $50.00

Aggregate Purchase Price: $1,500,000

Exhibit A

Certificate of Designation

Exhibit B

Opinion

ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT

This Assignment and Consent to Assignment Agreement (the "**Agreement**") is entered as of June 19, 2013 by and among Focus Venture Partners, Inc., a Nevada corporation (the "**Assignor**"), Beacon Enterprise Solutions Group, Inc., a Nevada corporation (the "**Assignee**"), and 5G Investments, LLC, a Delaware limited liability company (the "**Investor**").

WHEREAS, in connection with that certain Amended and Restated Agreement and Plan of Merger dated as of June 19, 2013 (the "**Merger Agreement**") by and among the Assignor, the Assignee and the other signatories thereto, the Assignor requires that that certain Securities Purchase Agreement by and between the Assignor and the Investor dated as of June 19, 2013 (including all documents entered into in connection therewith, the "**Purchase Agreement**") be assigned by the Assignor to the Assignee upon the closing of the Merger Agreement; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Merger Agreement.

NOW, THEREFORE, the Parties, intending to be bound, and for good and valuable consideration, hereby agree as follows:

1. Assignment by Assignor. The Assignor hereby assigns, conveys, and transfers to the Assignee all of the Assignor's rights, title and interest in and to, and hereby delegates to the Assignee all of the Assignor's obligations and duties under, the Purchase Agreement, in each case effective upon the closing of the Merger Agreement.

2. Assumption by Assignee. The Assignee hereby accepts all of Assignor's rights, title and interest in and to the Purchase Agreement, and assumes all of Assignor's obligations and duties under the Purchase Agreement, in each case effective upon the closing of the Merger Agreement.

3. Consent to Assignment by the Investor. The Investor hereby consents to the Assignor's assignment, conveyance and transfer to the Assignee of all of the Assignor's rights, title and interest in and to the Purchase Agreement; notwithstanding the foregoing, it is accepted and agreed by the parties hereto that such consent shall not relieve the Assignor of its obligations to the Investor under the Purchase Agreement.

4. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns and legal representatives.

5. Governing Law; Venue. This Agreement shall be governed solely and exclusively by and construed in accordance with the internal laws of the State of New York without regard to the conflicts of laws principles thereof. The Parties hereto hereby expressly and irrevocably agree that any suit or proceeding arising directly and/or indirectly pursuant to or under this Agreement shall be brought solely in a federal or state court located in the City, State and County of New York. By its execution hereof, the parties hereto covenant and irrevocably submit to the in personam jurisdiction of the federal and state courts located in the State of New York and agree that any process in any such action may be served upon any of them personally, or by certified mail or registered mail upon them or their agent, return receipt requested, with the same full force and effect as if personally served upon them in the State of New York. The Parties hereto expressly and irrevocably waive any claim that any such jurisdiction is not a convenient forum for any such suit or proceeding and any defense or lack of in personam jurisdiction with respect thereto. In the event of any such action or proceeding, the Party prevailing therein shall be entitled to payment from the other Party hereto of its reasonable counsel fees and disbursements.

6. Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have hereby executed and delivered this Agreement as of the date first written above.

BEACON ENTERPRISE SOLUTIONS GROUP, INC.

By: /s/
Name: Bruce Widener
Title: Chief Executive Officer

FOCUS VENTURE PARTNERS, INC.

By: /s/
Name: Christopher Ferguson
Title: Chief Executive Officer

5G INVESTMENTS, LLC
By: 5G Management, LLC, its Manager

By: /s/
Name: Hugh Regan
Title: President

EXECUTION COPY

AMENDED AND RESTATED GUARANTEE AND COLLATERAL AGREEMENT

dated as of June 19, 2013

among

OPTOS CAPITAL PARTNERS, LLC, FOCUS FIBER SOLUTIONS, LLC, JUS-COM, INC. and FOCUS WIRELESS LLC
as Borrowers,

THE VARIOUS FINANCIAL INSTITUTIONS PARTY HERETO,
as Lenders,

and

ATALAYA ADMINISTRATIVE LLC,
as Administrative Agent

AMENDED AND RESTATED GUARANTEE AND COLLATERAL AGREEMENT

This Amended and Restated Guarantee and Collateral Agreement, dated as of June 19, 2013 (this "Agreement"), made by each signatory hereto (together with any other Person that becomes a party hereto as provided herein, "Grantors"), in favor of ATALAYA ADMINISTRATIVE LLC, in its capacity as administrative agent ("Agent") for all Lenders party to the Credit Agreement (as hereafter defined).

RECITALS

A. Borrowers, CMK Resource Group, LLC, Townsend Careers, LLC, MDT Labor, LLC, the Lenders and Agent entered into a certain Credit Agreement dated as of December 3, 2012 (as amended up to the date hereof, the "Existing Credit Agreement"). In connection with the Existing Credit Agreement, the Borrowers, Guarantor, Grantors (as such terms are defined in the Existing Credit Agreement), Lenders and Agent entered into the Guarantee and Collateral Agreement, dated as of December 3, 2012.

B. In connection with the Credit Agreement, Agent agreed to consent to the MDT/Zayo Sale and the Merger and amend the Existing Credit Agreement in certain other respects.

B. Each Borrower and Focus Venture Partners, Inc. ("Focus") is a direct or indirect Subsidiary of Beacon Enterprise Solutions Group, Inc., a Nevada corporation ("Beacon").

C. It is a condition precedent to each Lender's obligation to extend credit under the Credit Agreement that Grantors shall have executed and delivered this Agreement to Agent for the ratable benefit of all Lenders.

D. In consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement and to induce Lenders to extend credit thereunder, each Grantor hereby agrees with Agent, for the ratable benefit of Lenders, as follows:

Section 1 Definitions.

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the UCC: Accounts, Certificated Security, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Electronic Chattel Paper, Equipment, Farm Products, Goods, Health-Care Insurance Receivables, Instruments, Inventory, Letter-of-Credit Rights and Supporting Obligations.

1.2 When used herein the following terms shall have the following meanings:

Assigned Agreements means each of the Related Agreements, any stock purchase agreement, asset purchase agreement, merger agreement and any similar documents entered into by any Grantor either in connection with the Related Transactions or otherwise.

Agreement has the meaning set forth in the preamble hereto.

Borrowers' Obligations means all "Obligations" as such term is defined in the Credit Agreement.

Collateral means (a) all of the assets and personal property now owned or at any time hereafter acquired by any Grantor or in which any Grantor now has or at any time in the future may acquire any right, title or interest, including all of each Grantor's Accounts, Chattel Paper (including Electronic Chattel Paper), Deposit Accounts, Documents, Equipment, Fixtures, General Intangibles, Goods, Health-Care Insurance Receivables, Instruments, Intellectual Property, Inventory, Investment Property, Letter-of-Credit Rights, Supporting Obligations and Identified Claims, (b) all books and records pertaining to any of the foregoing, (c) all Proceeds and products of any of the foregoing and (d) all collateral security and guarantees given by any Person with respect to any of the foregoing; provided, that the Collateral shall not include the Excluded Property. Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

Copyrights means all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, including those listed on Schedule 5, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office, and the right to obtain all renewals of any of the foregoing.

Copyright Licenses means all written agreements naming any Grantor as licensor or licensee, including those listed on Schedule 5, granting any right under any Copyright, including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

Credit Agreement means the Amended and Restated Credit Agreement of even date herewith among Borrowers, the financial institutions that are from time to time parties thereto, as Lenders thereunder, and Agent, as amended, supplemented, restated or otherwise modified from time to time.

Excluded Property means, with respect to a Grantor, (a) "intent-to-use" Trademarks until such time as such Grantor begins to use such Trademarks, and (b) any item of General Intangibles that is now or hereafter held by such Grantor but only to the extent that such item of General Intangibles (or any agreement evidencing such item of General Intangibles) contains a term or is subject to a rule of law, statute or regulation that restricts, prohibits, or requires a consent (that has not been obtained) of a Person (other than such Grantor) to, the creation, attachment or perfection of the security interest granted herein, and any such restriction, prohibition and/or requirement of consent is effective and enforceable under applicable law and is not rendered ineffective by applicable law (including, without limitation, pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC); provided, however, that (x) Excluded Property shall not include, any Proceeds of any item of General Intangibles, and (y) any item of General Intangibles that at any time ceases to satisfy the criteria for Excluded Property (whether as a result of the applicable Grantor obtaining any necessary consent, any change in any rule of law, statute or regulation, or otherwise), shall no longer be Excluded Property and shall automatically constitute a portion of the Collateral subject to the grant of security contained herein.

Fixtures means all of the following, whether now owned or hereafter acquired by a Grantor: plant fixtures; business fixtures; other fixtures and storage facilities, wherever located; and all additions and accessories thereto and replacements therefor.

Foreign Subsidiary means any Subsidiary organized under the laws of a jurisdiction other than the United States, any State of the United States or the District of Columbia.

General Intangibles means all "general intangibles" as such term is defined in Section 9-106 of the UCC and, in any event, including with respect to any Grantor, all contracts (including all Assigned Agreements and Seller Undertakings), agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same from time to time may be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of such Grantor to damages arising thereunder and (c) all rights of such Grantor to perform and to exercise all remedies thereunder; provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

Grantor has the meaning set forth in the preamble to this Agreement.

Guarantor's Obligations means all of such Guarantors' obligations under this Agreement.

Guarantors means collectively, Focus and Beacon.

Identified Claims means the Commercial Tort Claims described on Schedule 7 as such schedule may be supplemented from time to time.

Intellectual Property means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

Intercompany Note means any promissory note evidencing loans made by any Grantor to any other Grantor.

Investment Property means the collective reference to (a) all "investment property" as such term is defined in Section 9-102 of the UCC (other than the equity interest of any Foreign Subsidiary excluded from the definition of Pledged Equity), (b) all "financial assets" as such term is defined in Section 8-102(a)(9) of the UCC, and (c) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Equity.

Issuers means the collective reference to each issuer of any Investment Property.

Patents means (a) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including any of the foregoing referred to in Schedule 5, (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including any of the foregoing referred to in Schedule 5, and (c) all rights to obtain any reissues or extensions of the foregoing.

Patent Licenses means all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including any of the foregoing referred to in Schedule 5.

Permitted Liens means the Liens permitted under Section 7.2 of the Credit Agreement.

Pledged Equity means the equity interests of Borrowers listed on Schedule 1, together with any other equity interests, certificates, options or rights of any nature whatsoever in respect of the equity interests of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect; provided that in no event shall the definition of "Pledged Equity" include (a) more than 65% of the total outstanding voting equity interests of any Foreign Subsidiary or (b) any other currently existing equity interest held by Beacon on the date hereof and not otherwise listed on Schedule 1 hereto.

Pledged Notes means all promissory notes listed on Schedule 1, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

Proceeds means all "proceeds" as such term is defined in Section 9-102 of the UCC and, in any event, shall include all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

Receivable means any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including any Accounts).

Secured Obligations means, collectively, the Borrowers' Obligations and Guarantors' Obligations.

Securities Act means the Securities Act of 1933, as amended.

Seller Undertakings means, collectively, all representations, warranties, covenants and agreements in favor of any Grantor, and all indemnifications for the benefit of any Grantor relating thereto, pursuant to the Assigned Agreements.

Trademarks means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 5, and (b) the right to obtain all renewals thereof.

Trademark Licenses means, collectively, each agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule 5.

UCC means the Uniform Commercial Code as in effect on the date hereof and from time to time in the State of New York, provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interests in any Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect on or after the date hereof in any other jurisdiction, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy.

Section 2 Guarantee.

2.1 Guarantee. * MERGEFORMAT(a) Each Guarantor hereby, jointly and severally, unconditionally and irrevocably, as a primary obligor and not only a surety, guarantees to Agent, for the ratable benefit of the Lenders and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by each Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Borrowers Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantors hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by each Guarantors under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Secured Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

(e) No payment made by any Borrower, any Guarantor, any other guarantor or any other Person or received or collected by Agent or any Lender from any Borrower, Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Secured Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by a Guarantor in respect of the Secured Obligations or any payment received or collected from a Guarantor in respect of the Secured Obligations), remain liable for the Secured Obligations up to the maximum liability of each Guarantor hereunder until the Secured Obligations are Paid in Full.

2.2 Intentionally omitted.

2.3 No Subrogation. Notwithstanding any payment made by a Guarantor hereunder or any set-off or application of funds of a Guarantor by Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of Agent or any Lender against any Borrower or any collateral security or guarantee or right of offset held by Agent or any Lender for the payment of the Secured Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from any Borrower in respect of payments made by such Guarantor hereunder, until all of the Secured Obligations are Paid in Full; provided that any such right of contribution or reimbursement against Borrower (including any right under Section 2.2) shall be irrevocably and automatically waived in the event the Pledged Equity or other equity securities of any Borrower are sold or otherwise transferred or disposed of in connection with the exercise of rights and remedies by Agent and Lenders (including in connection with a consensual sale, transfer or other disposition in lieu of foreclosure). If any amount shall be paid to a Guarantor on account of such subrogation rights at any time when all of the Secured Obligations shall not have been Paid in Full, such amount shall be held by such Guarantor in trust for Agent and the Lenders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to Agent, if required), to be applied against the Secured Obligations, whether matured or unmatured, in a manner that is consistent with the provisions of Section 10.22 of the Credit Agreement.

2.4 Amendments, etc. with respect to the Secured Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Secured Obligations made by Agent or any Lender may be rescinded by Agent or such Lender and any of the Secured Obligations continued, and the Secured Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by Agent or any Lender, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as Agent (or the Required Lenders or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by Agent or any Lender for the payment of the Secured Obligations may be sold, exchanged, waived, surrendered or released. Neither Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Secured Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Secured Obligations and notice of or proof of reliance by Agent or any Lender upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Secured Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2, and all dealings between any Borrower and the Guarantors, on the one hand, and Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon Borrowers or Guarantors with respect to the Secured Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Secured Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by any Borrower or any other Person against Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of Borrowers or any Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of Borrowers for the Secured Obligations, or of Guarantors under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any or all Guarantors, Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against Borrowers, Guarantors or any other Person or against any collateral security or guarantee for the Secured Obligations or any right of offset with respect thereto, and any failure by Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from Borrowers, any Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of Borrowers, Guarantors or any other Person or any such collateral security, guarantee or right of offset, shall not relieve Guarantors of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of Agent or any Lender against Guarantors. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to Agent without set-off or counterclaim in Dollars at the office of Agent specified in the Credit Agreement.

Section 3 Grant of Security Interest.

Each Grantor hereby assigns and transfers to Agent, and hereby grants to Agent, for the ratable benefit of the Lenders and (to the extent provided herein) their Affiliates, a security interest in all of its Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

Section 4 Representations and Warranties.

To induce Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrowers thereunder, each Grantor jointly and severally hereby represents and warrants to Agent and each Lender that:

4.1 Title; No Other Liens. Except for Permitted Liens and Liens set forth on Schedule 8, the Grantors own each item of the Collateral free and clear of any and all Liens or claims of others. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except filings evidencing Permitted Liens and filings for which termination statements have been delivered to Agent.

4.2 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified on Schedule 2 (which, in the case of all filings and other documents referred to on Schedule 2, have been delivered to Agent in completed and duly executed (if applicable) form) will constitute valid perfected security interests in all of the Collateral in favor of Agent, for the ratable benefit of the Lenders, as collateral security for each Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of each Grantor and any Persons purporting to purchase any Collateral from each Grantor and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for Liens expressly permitted by the Credit Agreement or set forth on Schedule 8. The filings and other actions specified on Schedule 2 constitute all of the filings and other actions necessary to perfect all security interests granted hereunder.

4.3 Grantor Information. On the date hereof, Schedule 3 sets forth (a) each Grantor's jurisdiction of organization, (b) the location of each Grantor's chief executive office, (c) each Grantor's exact legal name as it appears on its organizational documents, (d) each Grantor's federal employer identification number, and (e) each Grantor's organizational identification number.

4.4 Collateral Locations. On the date hereof, Schedule 4 sets forth (a) each place of business of each Grantor (including its chief executive office), (b) all locations where all Collateral (including a description thereof) owned by each Grantor is kept, except with respect to Inventory and Equipment with a fair market value of less than $25,000 (in the aggregate for all Grantors) which may be located at other locations within the United States and (c) whether each such Collateral location and place of business (including each Grantor's chief executive office) is owned or leased (and if leased, specifies the complete name and notice address of each lessor). No Collateral is located outside the United States or in the possession of any lessor, bailee, warehouseman or consignee, except as indicated on Schedule 4.

4.5 Certain Property. None of the Collateral constitutes, or is the Proceeds of, (a) Farm Products, (b) Health-Care Insurance Receivables or (c) vessels, aircraft or any other property subject to any certificate of title or other registration statute of the United States, any State or other jurisdiction, except for personal vehicles owned by the Grantors and used by employees of the Grantors in the ordinary course of business with an aggregate fair market value of less than $100,000 (in the aggregate for all Grantors).

4.6 Investment Property. (a) The shares of Pledged Equity pledged by each Grantor hereunder constitute all the issued and outstanding equity interests of each Issuer owned by such Grantor or, in the case of any Foreign Subsidiary, all issued and outstanding equity interests of such Foreign Subsidiary owned by such Grantor not in excess of 65% of all issued and outstanding voting equity interests.

(b) All of the Pledged Equity has been duly and validly issued and is fully paid and nonassessable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing).

(d) Schedule 1 lists all Investment Property owned by each Grantor as of the Closing Date. Each Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement and, in the case of Investment Property which does not constitute Pledged Equity or Pledged Notes, for Permitted Liens.

4.7 Receivables. (a) No material amount payable to any Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to Agent.

(b) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables (to the extent such representations are required by any of the Loan Documents) will at all such times be accurate.

4.8 Intellectual Property. (a) Schedule 5 lists all Intellectual Property owned by such Grantor in its own name on the date hereof.

(b) All material Intellectual Property owned by each Grantor is valid, subsisting, unexpired and enforceable, has not been abandoned and, to such Grantor's knowledge, does not infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 5, as of the Closing Date, none of the Intellectual Property constituting Collateral is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or any Grantor's rights in, any Intellectual Property owned by any Grantor in any material respect.

(e) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any material Intellectual Property or any Grantor's ownership interest therein, or (ii) which, if adversely determined, would adversely affect the value of any material Intellectual Property.

(f) Each Grantor owns and possesses or has a license or other right to use all Intellectual Property as is necessary for the conduct of businesses of such Grantor, without any infringement upon rights of others which could reasonably be expected to have a Material Adverse Effect.

4.9 Depositary and Other Accounts. All Deposit Accounts and all other depositary and other accounts maintained by each Grantor as of the Closing Date are described on Schedule 6 hereto, which description includes for each such account the name of the Grantor maintaining such account, the name, address, telephone and fax numbers of the financial institution at which such account is maintained, the account number, the type of account and the account officer, if any, of such account.

4.10 Excluded Property. Each Grantor represents, warrants and covenants that it does not own, and will not own, assets which satisfy the provisions of clause (b) of the definition of Excluded Property, which when aggregated, are material to the business of such Grantor.

4.11 Credit Agreement. Each Grantor other than Beacon makes each of the representations and warranties made by Borrowers in the Credit Agreement. Such representations and warranties are incorporated herein by this reference as if fully set forth herein.

Section 5 Covenants.

Each Grantor covenants and agrees with Agent and the Lenders that, from and after the date of this Agreement until the Secured Obligations shall have been Paid in Full:

5.1 Delivery of Instruments, Certificated Securities and Chattel Paper. If any amount payable under or in connection with any of the Collateral in excess of $25,000 (in the aggregate for all Grantors) shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be immediately delivered to Agent, duly indorsed in a manner satisfactory to Agent, to be held as Collateral pursuant to this Agreement and in the case of Electronic Chattel Paper, the applicable Grantor shall cause Agent to have control thereof within the meaning set forth in Section 9-105 of the UCC. In the event that an Event of Default shall have occurred and be continuing, upon the request of Agent, any Instrument, Certificated Security or Chattel Paper not theretofore delivered to Agent and at such time being held by any Grantor shall be immediately delivered to Agent, duly indorsed in a manner satisfactory to Agent, to be held as Collateral pursuant to this Agreement and in the case of Electronic Chattel Paper, the applicable Grantor shall cause Agent to have control thereof within the meaning set forth in Section 9-105 of the UCC.

5.2 Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.2 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to Agent and the Lenders from time to time statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection therewith as Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including (i) filing any financing or continuation statements under the UCC (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property, Deposit Accounts, Electronic Chattel Paper and Letter of Credit Rights and any other relevant Collateral, taking any actions necessary to enable Agent to obtain "control" (within the meaning of the applicable UCC) with respect thereto, in each case pursuant to documents in form and substance satisfactory to Agent and (iii) during the continuance of an Event of Default, if requested by Agent, delivering, to the extent permitted by law, any original motor vehicle certificates of title received by such Grantor from the applicable secretary of state or other Governmental Authority reflecting Agent's security interest has been recorded therein.

(d) Each Grantor authorizes Agent to, at any time and from time to time, file financing statements, continuation statements, and amendments thereto that describe the Collateral (including describing the Collateral as "all assets" of each Grantor, or words of similar effect), and which contain any other information required pursuant to the UCC for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, and each Grantor agrees to furnish any such information to Agent promptly upon request. Any such financing statement, continuation statement, or amendment may be signed (to the extent signature of a Grantor is required under applicable law) by Agent on behalf of any Grantor and may be filed at any time in any jurisdiction.

(e) Each Grantor shall, at any time and from time and to time, take such steps as Agent may reasonably request for Agent (i) to obtain an acknowledgement, in form and substance reasonably satisfactory to Agent, of any bailee having possession of any of the Collateral, stating that the bailee holds such Collateral for Agent, (ii) to obtain "control" of any letter-of-credit rights, or electronic chattel paper (as such terms are defined by the UCC with corresponding provisions thereof defining what constitutes "control" for such items of Collateral), with any agreements establishing control to be in form and substance reasonably satisfactory to Agent, and (iii) otherwise to insure the continued perfection and priority of Agent's security interest in any of the Collateral and of the preservation of its rights therein.

(f) Without limiting the generality of the foregoing, if any Grantor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record", as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in §16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, such Grantor shall promptly notify Agent thereof and, at the request of Agent, shall take such action as Agent may reasonably request to vest in Agent "control" under Section 9-105 of the UCC of such electronic chattel paper or control under Section 201 of the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, §16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. Agent agrees with the Grantors that Agent will arrange, pursuant to procedures satisfactory to Agent and so long as such procedures will not result in Agent's loss of control, for the Grantors to make alterations to the electronic chattel paper or transferable record permitted under Section 9-105 of the UCC or, as the case may be, Section 201 of the federal Electronic Signatures in Global and National Commerce Act or §16 of the Uniform Electronic Transactions Act for a party in control to make without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by any Grantor with respect to such electronic chattel paper or transferable record.

5.3 Changes in Locations, Name, etc. Such Grantor shall not, except upon 30 days' prior written notice to Agent and delivery to Agent of (a) all additional financing statements and other documents reasonably requested by Agent as to the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 4 showing any additional location at which Inventory or Equipment shall be kept:

(i) permit any of the Inventory or Equipment to be kept at a location other than those listed on Schedule 4; provided, that up to $25,000 (in the aggregate for all Grantors) in fair market value of any such Inventory and Equipment may be kept at other locations;

(ii) change the location of its chief executive office from that specified on Schedule 3 or in any subsequent notice delivered pursuant to this Section 5.3; or

(iii) change its name, identity or corporate or limited liability company structure.

Such Grantor shall not change its jurisdiction of organization without the prior written consent of Required Lenders.

5.4 Notices. Such Grantor will advise Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than Permitted Liens) on any of the Collateral which would adversely affect the ability of Agent to exercise any of its remedies hereunder; and

(b) the occurrence of any other event which could reasonably be expected to have a Material Adverse Effect on the aggregate value of the Collateral or on the Liens created hereby.

5.5 Investment Property. (a) If such Grantor shall become entitled to receive or shall receive any certificate, option or rights in respect of the equity interests of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any of the Pledged Equity, or otherwise in respect thereof, such Grantor shall accept the same as the agent of Agent and the Lenders, hold the same in trust for Agent and the Lenders and deliver the same forthwith to Agent in the exact form received, duly indorsed by such Grantor to Agent, if required, together with an undated instrument of transfer covering such certificate duly executed in blank by such Grantor and with, if Agent so requests, signature guaranteed, to be held by Agent, subject to the terms hereof, as additional Collateral for the Secured Obligations. Upon the occurrence and during the continuance of an Event of Default, (i) any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall be paid over to Agent to be held, at Agent's option, either by it hereunder as additional Collateral for the Secured Obligations or applied to the Secured Obligations as provided in Section 6.5, and (ii) in case any distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected Lien in favor of Agent, be delivered to Agent to be held, at Agent's option, either by it hereunder as additional Collateral for the Secured Obligations or applied to the Secured Obligations as provided in Section 6.5. Upon the occurrence and during the continuance of an Event of Default, if any sums of money or property so paid or distributed in respect of the Investment Property shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to Agent, hold such money or property in trust for the Lenders, segregated from other funds of such Grantor, as additional Collateral for the Secured Obligations.

(b) Without the prior written consent of Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any equity interests of any nature or to issue any other securities or interests convertible into or granting the right to purchase or exchange for any equity interests of any nature of any Issuer, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof (except pursuant to a transaction which is permitted or not prohibited by the Credit Agreement, (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for Permitted Liens, or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify Agent promptly in writing of the occurrence of any of the events described in Section 5.5(a) with respect to the Investment Property issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to such Grantor with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 regarding the Investment Property issued by it.

5.6 Receivables. (a) Except as permitted by the Credit Agreement, Grantors will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b) Grantors will deliver Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables of any Grantor.

5.7 Intellectual Property. (a) Each Grantor (either itself or through licensees) will (i) continue to use each Trademark material to its business on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of any Trademark unless Agent, for the ratable benefit of the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated or impaired in any way.

(b) Each Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public.

(c) Each Grantor (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of the Copyrights may become invalidated or otherwise impaired. Each Grantor will not (either itself or through licensees) do any act whereby any material portion of the Copyrights may fall into the public domain.

(d) Each Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(e) Each Grantor will notify Agent and the Lenders immediately if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding, its ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever a Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to Agent concurrently with the next delivery of financial statements of Borrowers pursuant to Section 6.1.1 or 6.1.2 of the Credit Agreement, as applicable. Upon the request of Agent, each Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as Agent may request to evidence Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Each Grantor will take all reasonable and necessary steps to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of all material Intellectual Property owned by it.

(h) In the event that any material Intellectual Property is infringed upon or misappropriated or diluted by a third party, each Grantor shall (i) take such actions as it shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify Agent after it learns thereof and, to the extent, in its reasonable judgment, it determines it appropriate under the circumstances, sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

5.8 Seller Undertakings.

(a) Each Grantor shall keep Agent informed of all circumstances bearing upon any potential claim under or with respect to the Assigned Agreements and the Seller Undertakings and such Grantor shall not, without the prior written consent of Agent, (i) waive any of its rights or remedies under any Assigned Agreement with respect to any of the Seller Undertakings in excess of $25,000, (ii) settle, compromise or offset any amount payable by the sellers to such Grantor under any Assigned Agreement in excess of $25,000 or (iii) amend or otherwise modify any Assigned Agreement in any manner which is adverse to the interests of Agent or any Lender.

(b) Each Grantor shall perform and observe all the terms and conditions of each Assigned Agreement to be performed by it, maintain each Assigned Agreement in full force and effect, enforce each Assigned Agreement in accordance with its terms and take all such action to such end as may from time to time be reasonably requested by Agent.

(c) Anything herein to the contrary notwithstanding, (i) each applicable Grantor shall remain liable under each Assigned Agreement to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under any Assigned Agreement and (iii) neither Agent nor any other Lender shall have any obligation or liability under any Assigned Agreement by reason of this Agreement, nor shall Agent or any other Lender be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

5.9 Depositary and Other Deposit Accounts. Each Grantor hereby authorizes the financial institutions at which such Grantor maintains a deposit account to provide Agent with such information with respect to such deposit account as Agent may from time to time reasonably request, and each Grantor hereby consents to such information being provided to Agent. Each Grantor will cause each financial institution at which such Grantor maintains a deposit account, securities account or other similar account to enter into an account control agreement or other similar agreement with Agent and such Grantor, in form and substance reasonably satisfactory to Agent, in order to give Agent "control" (within the meaning set forth in Section 9-104 or 8-106 of the UCC, as applicable) of such account.

5.10 Other Matters. Each of the Grantors shall cause to be delivered to Agent a Collateral Access Agreement with respect to each Borrower's chief executive office in a form reasonably satisfactory to Agent, and each of the Grantors shall, at the written request of Agent, cause to be delivered to Agent a Collateral Access Agreement with respect to other leased real property or other locations (including bailee and third party warehouse locations) where (a) books and records not duplicated at the chief executive office or (b) collateral having a fair market value in excess of $25,000 in the aggregate for such location are located. Such requirement may be waived at the option of Agent.

5.11 Guarantor. Each Guarantor shall comply in all respects with each affirmative covenant contained in the Credit Agreement with which Borrowers have agreed to cause Guarantors to comply. No Guarantor shall fail to observe or comply with any negative covenant contained in the Credit Agreement with which Borrowers have agreed not to permit any Guarantor to fail to comply.

5.12 Commercial Tort Claims. If any Grantor shall at any time acquire any Commercial Tort Claim in excess of $25,000, such Grantor shall promptly (following knowledge of the existence thereof) notify Agent of such Commercial Tort Claim in writing, therein providing a reasonable description and summary thereof, and upon delivery thereof to Agent, such Grantor shall be deemed to thereby grant to Agent (and such Grantor hereby grants to Agent) a security interest in such Commercial Tort Claim and all proceeds thereof.

5.13 Credit Agreement. Each of the Grantors, other than Beacon, covenants that it will, and, if necessary, will cause or enable each Borrower to, fully comply with each of the covenants and other agreements set forth in the Credit Agreement (for this purpose, each reference in the Credit Agreement to a Borrower shall be deemed to be a reference to such Grantor).

Section 6 Remedial Provisions.

6.1 Certain Matters Relating to Receivables. (a) At any time and from time to time Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information Agent may require in connection with such test verifications. At any time and from time to time after the occurrence and during the continuance of an Event of Default, upon Agent's request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others satisfactory to Agent to furnish to Agent reports showing reconciliations, agings and test verifications of, and trial balances for, the Receivables.

(b) At any time and from time to time at Agent's request, each Grantor shall deliver to Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including all original orders, invoices and shipping receipts.

(c) Each Grantor hereby irrevocably authorizes and empowers Agent, in Agent's sole discretion, at any time to assert, either directly or on behalf of such Grantor, any claim such Grantor may from time to time have against the sellers under or with respect to the Assigned Agreements and to receive and collect any and all damages, awards and other monies resulting therefrom and to apply the same to the Secured Obligations in accordance with Section 6.5. Each Grantor hereby irrevocably makes, constitutes and appoints Agent as its true and lawful attorney in fact for the purpose of enabling Agent to assert and collect such claims and to apply such monies in the manner set forth above, which appointment, being coupled with an interest, is irrevocable.

6.2 Communications with Obligors; Grantors Remain Liable. (a) Agent in its own name or in the name of others may at any time communicate with obligors under the Receivables to verify with them to Agent's satisfaction the existence, amount and terms of any Receivables.

(b) Upon the request of Agent after an Event of Default occurs and is continuing, each Grantor shall notify obligors on the Receivables that the Receivables have been assigned to Agent for the ratable benefit of the Lenders and that payments in respect thereof shall be made directly to Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable in respect of each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by Agent or any Lender of any payment relating thereto, nor shall Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(d) For the purpose of enabling Agent to exercise rights and remedies under this Agreement, each Grantor hereby grants to Agent, for the benefit of Agent and Lenders, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor) to use, license or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

6.3 Investment Property. (a) Unless an Event of Default shall have occurred and be continuing and Agent shall have given notice to the relevant Grantor of Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends and distributions paid in respect of the Pledged Equity and all payments made in respect of the Pledged Notes, to the extent permitted in the Credit Agreement, and to exercise all voting and other rights with respect to the Investment Property; provided, that no vote shall be cast or other right exercised or action taken which could impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) Agent shall have the right to receive any and all cash dividends and distributions, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Secured Obligations in accordance with Section 6.5, and (ii) any or all of the Investment Property shall be registered in the name of Agent or its nominee, and Agent or its nominee may thereafter exercise (x) all voting and other rights pertaining to such Investment Property at any meeting of holders of the equity interests of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate or other structure of any Issuer, or upon the exercise by any Grantor or Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as Agent may determine), all without liability except to account for property actually received by it, but Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder to (i) comply with any instruction received by it from Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying and (ii) unless otherwise expressly permitted hereby, pay any dividends, distributions or other payments with respect to the Investment Property directly to Agent.

6.4 Proceeds to be Turned Over To Agent. With respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds of Collateral received by any Grantor consisting of cash, checks and other cash equivalent items shall be held by such Grantor in trust for Agent and the Lenders, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to Agent in the exact form received by such Grantor (duly indorsed by such Grantor to Agent, if required). All Proceeds received by Agent hereunder shall be applied to the Secured Obligations as provided in Section 6.5.

6.5 Application of Proceeds. Except as otherwise provided in the Credit Agreement, Agent may apply all or any part of Proceeds held in any collateral account established pursuant hereto or otherwise received by Agent to the payment of the Secured Obligations in accordance with Section 2.12.2 of the Credit Agreement.

6.6 Code and Other Remedies. Subject to Section 8.2 of the Credit Agreement, if an Event of Default shall occur and be continuing, Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC or any other applicable law. Without limiting the generality of the foregoing, Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery with assumption of any credit risk. Agent may disclaim any warranties that might arise in connection with any such lease, assignment, grant of option or other disposition of Collateral and have no obligation to provide any warranties at such time. Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Such sales may be adjourned and continued from time to time with or without notice. Agent shall have the right to conduct such sales on any Grantor's premises or elsewhere and shall have the right to use any Grantor's premises without charge for such time or times as Agent deems necessary or advisable. Each Grantor further agrees, at Agent's request, to assemble the Collateral and make it available to Agent at places which Agent shall reasonably select, whether at such Grantor's premises or elsewhere. Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of Agent and the Lenders hereunder, including reasonable attorneys' fees and disbursements, to the payment of the Secured Obligations in accordance with Section 6.5. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7 Registration Rights. (a) If Agent shall determine to exercise its right to sell any or all of the Pledged Equity pursuant to Section 6.6, and if in the opinion of Agent it is necessary or advisable to have the Pledged Equity, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of Agent, necessary or advisable to register the Pledged Equity, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Equity, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that Agent may be unable to effect a public sale of any or all the Pledged Equity, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. Agent shall be under no obligation to delay a sale of any of the Pledged Equity for the period of time necessary to permit the Issuer thereof to register such securities or other interests for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Equity pursuant to this Section 6.7 valid and binding and in compliance with applicable law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to Agent and the Lenders, that Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Credit Agreement.

6.8 Waiver; Deficiency. Each Grantor waives and agrees not to assert any rights or privileges which it may acquire under Section 9-626 of the UCC. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient for the Secured Obligations to be Paid in Full and the fees and disbursements of any attorneys employed by Agent or any Lender to collect such deficiency.

Section 7 Agent.

7.1 Agent's Appointment as Attorney-in-Fact, etc . (a) Each Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives Agent the power and right, on behalf of and at the expense of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Agent may request to evidence Agent's security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) discharge Liens levied or placed on or threatened against the Collateral, and effect any repairs or insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to Agent or as Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark, throughout the world for such term or terms, on such conditions, and in such manner, as Agent shall in its sole discretion determine; (8) subject to the requirements of Section 6.3 hereof, vote any right or interest with respect to any Investment Property; (9) order good standing certificates and conduct lien searches in respect of such jurisdictions or offices as Agent may deem appropriate; and (10) subject to the requirements of Section 6.3 hereof, generally sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and do, at Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which Agent deems necessary to protect, preserve or realize upon the Collateral and Agent's security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) Each Grantor hereby ratifies all that such attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Agent. Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession shall be to deal with it in the same manner as Agent deals with similar property for its own account. Neither Agent or any Lender nor any of their respective officers, directors, employees or agents shall be liable for any failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on Agent and the Lenders hereunder are solely to protect Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon Agent or any Lender to exercise any such powers. Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder.

7.3 Execution of Financing Statements. Pursuant to Section 9-402 of the UCC and any other applicable law, each Grantor authorizes Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as Agent determines appropriate to perfect the security interests of Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

7.4 Authority of Agent. Each Grantor acknowledges that the rights and responsibilities of Agent under this Agreement with respect to any action taken by Agent or the exercise or non-exercise by Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between Agent and the Grantors, Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

Section 8 Miscellaneous.

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon Agent or any Grantor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement.

8.3 Indemnification by Grantors. Each Grantor hereby agrees, on a joint and several basis, to indemnify, exonerate and hold Agent, each Lender and each of the officers, directors, employees, Affiliates and agents of Agent and each Lender (each a "Lender Party") free and harmless from and against any and all actions, causes of action, suits, losses, liabilities, damages and expenses, including Legal Costs (collectively, the "Indemnified Liabilities"), incurred by Lender Parties or any of them as a result of, or arising out of, or relating to (a) any tender offer, merger, purchase of equity interests, purchase of assets (including the Related Transactions) or other similar transaction financed or proposed to be financed in whole or in part, directly or indirectly, with the proceeds of any of the Loans, (b) the use, handling, release, emission, discharge, transportation, storage, treatment or disposal of any hazardous substance at any property owned or leased by any Grantor or any Subsidiary, (c) any violation of any Environmental Laws with respect to conditions at any property owned or leased by any Grantor or any Subsidiary or the operations conducted thereon, (d) the investigation, cleanup or remediation of offsite locations at which any Grantor or any Subsidiary or their respective predecessors are alleged to have directly or indirectly disposed of hazardous substances or (e) the execution, delivery, performance or enforcement of this Agreement or any other Loan Document by any Lender Party, except to the extent any such Indemnified Liabilities result from the applicable Lender Party's own gross negligence or willful misconduct as determined by a court of competent jurisdiction. If and to the extent that the foregoing undertaking may be unenforceable for any reason, each Grantor hereby agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. The agreements in this Section 8.3 shall survive repayment of the Secured Obligations (and termination of all Commitments thereunder), any foreclosure under, or any modification, release or discharge of, any or all of the Collateral Documents and termination of this Agreement.

8.4 Enforcement Expenses. (a) Each Grantor agrees, on a joint and several basis, to pay or reimburse on demand each Lender and Agent for all reasonable out-of-pocket costs and expenses (including Legal Costs) incurred in collecting against any Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents.

(b) Each Grantor agrees to pay, and to save Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) The agreements in this Section 8.4 shall survive repayment of the Secured Obligations (and termination of all commitments thereunder), any foreclosure under, or any modification, release or discharge of, any or all of the Collateral Documents and termination of this Agreement.

8.5 Captions. Captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

8.6 Nature of Remedies. All Secured Obligations of each Grantor and rights of Agent and Lenders expressed herein or in any other Loan Document shall be in addition to and not in limitation of those provided by applicable law. No failure to exercise and no delay in exercising, on the part of Agent or any Lender, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8.7 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by facsimile, emailed .pdf file or other similar form of electronic transmission of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

8.8 Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

8.9 Entire Agreement. This Agreement, together with the other Loan Documents, embodies the entire agreement and understanding among the parties hereto and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof and thereof and any prior arrangements made with respect to the payment by any Grantor of (or any indemnification for) any fees, costs or expenses payable to or incurred (or to be incurred) by or on behalf of Agent or Lenders.

8.10 Successors; Assigns. This Agreement shall be binding upon Grantors, Lenders and Agent and their respective successors and assigns, and shall inure to the benefit of Grantors, Lenders and Agent and the successors and assigns of Lenders and Agent. No other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any of the other Loan Documents. No Grantor may assign or transfer any of its rights or Obligations under this Agreement without the prior written consent of Agent.

8.11 Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

8.12 Forum Selection; Consent to Jurisdiction. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. EACH GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK. EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

8.13 Waiver of Jury Trial. EACH GRANTOR, AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

8.14 Set-off. Each Grantor agrees that Agent and each Lender have all rights of set-off and bankers' lien provided by applicable law, and in addition thereto, each Grantor agrees that at any time any Event of Default exists, Agent and each Lender may apply to the payment of any Secured Obligations, whether or not then due, any and all balances, credits, deposits, accounts or moneys of such Grantor then or thereafter with Agent or such Lender.

8.15 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

8.16 Additional Grantors. Each Subsidiary of a Borrower that is required to become a party to this Agreement pursuant to the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of a joinder agreement in the form of Annex I hereto.

8.17 Releases. (a) At such time as the Secured Obligations have been Paid in Full, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, Agent shall deliver to the Grantors any Collateral held by Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral.

8.18 Obligations and Liens Absolute and Unconditional. Each Grantor understands and agrees that the obligations of each Grantor under this Agreement shall be construed as a continuing, absolute and unconditional without regard to (a) the validity or enforceability of any Loan Document, any of the Secured Obligations or any other collateral security therefor or guaranty or right of offset with respect thereto at any time or from time to time held by Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by any Grantor or any other Person against Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of any Grantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of any Grantor for the Secured Obligations, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Grantor, Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against any other Grantor or any other Person or against any collateral security or guaranty for the Secured Obligations or any right of offset with respect thereto, and any failure by Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from any other Grantor or any other Person or to realize upon any such collateral security or guaranty or to exercise any such right of offset, or any release of any other Grantor or any other Person or any such collateral security, guaranty or right of offset, shall not relieve any Grantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of Agent or any Lender against any Grantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

8.19 Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor or any Issuer for liquidation or reorganization, should Grantor or any Issuer become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's or any Issuer's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

OPTOS CAPITAL PARTNERS, LLC

By: Focus Venture Partners, Inc., its sole Member and Manager

By: _____
Christopher Ferguson
President

JUS-COM, INC.

By: _____
Christopher Ferguson
President

FOCUS FIBER SOLUTIONS, LLC

By: Optos Capital Partners, LLC, sole Member and Manager of each of the foregoing limited liability companies

By: Focus Venture Partners, Inc., its sole Member and Manager

By: _____
Christopher Ferguson
President

FOCUS WIRELESS LLC

By: _____

BEACON ENTERPRISE SOLUTIONS, INC. (NEVADA)

By: _____

FOCUS VENTURE PARTNERS, INC.

By: _____
Christopher Ferguson
President

ATALAYA ADMINISTRATIVE LLC, as Agent

By: _____
Name: _____
Title: _____

SCHEDULE 1
INVESTMENT PROPERTY

A. PLEDGED EQUITY

Grantor (owner of Record of such Pledged Equity)	Issuer	Pledged Equity Description	Percentage of Issuer	Certificate (Indicate No.)
Focus Venture Partners, Inc.	Optos Capital Partners, LLC	Member Interest	100%	
Optos Capital Partners, LLC	Focus Fiber Solutions, LLC	Member Interest	100%	
Optos Capital Partners, LLC	Focus Wireless, LLC	Member Interest	100%	
Optos Capital Partners, LLC	Jus-Com, Inc.	Common Stock	100%	
Beacon Enterprise Solutions Group, Inc.	Focus Venture Partners, Inc.	Common Stock	100%	

B. PLEDGED NOTES

Grantor (owner of Record of such Pledged Notes)	Issuer	Pledged Notes Description
[None]		

C. OTHER INVESTMENT PROPERTY

Grantor	Investment Property Description
[None]	

SCHEDULE 2

FILINGS AND PERFECTION

GRANTOR	FILING REQUIREMENT OR OTHER ACTION	FILING OFFICE
Optos Capital Partners, LLC	UCC-1	Secretary of State of Delaware
Focus Fiber Solutions, LLC	UCC-1	Secretary of State of Delaware
Jus-Com, Inc.	UCC-1	Secretary of State of Indiana
Focus Venture Partners, Inc.	UCC-1	Secretary of State Nevada
Focus Wireless, LLC	UCC-1	Secretary of State Delaware
Beacon Enterprise Solutions Group, Inc.	UCC-1	Secretary of State Nevada

SCHEDULE 3

GRANTOR INFORMATION

Grantor (exact legal name)	STATE OF ORGANIZATION	ORGANIZATIONAL ID #	FEIN #
Focus Venture Partners, Inc. 4647 Saucon Creek Rd, #201 Center Valley, PA 18034	Nevada	NV20121196615	45-4902303
Optos Capital Partners, LLC 1866 Leithsville RD 225 Hellertown, PA 18055	Delaware	453292	26-2419792
Focus Fiber Solutions, LLC 1866 Leithsville RD 225 Hellertown, PA 18055	Delaware	4887829	27-3750765
Focus Wireless LLC 1866 Leithsville RD 225 Hellertown, PA 18055	Delaware	5271864	32-0399457
Jus-Com Inc. 1866 Leithsville RD 225 Hellertown, PA 18055	Indiana	1989010535	37-1759531
Beacon Enterprise Solutions Group, Inc. 9300 Shelbyville Road, Suite 1020 Louisville, KY 40222	Nevada	NV20001313182	81-0438093

SCHEDULE 4

A. COLLATERAL LOCATIONS

GRANTOR	COLLATERAL	COLLATERAL LOCATION AND PLACE OF BUSINESS (INCLUDING CHIEF EXECUTIVE OFFICE)	OWNER/LESSOR (IF LEASED)
Focus Venture Partners, Inc.	Equipment/Books and Records	4647 Saucon Creek Rd, #201 Center Valley, PA 18034	Lessor
Optos Capital Partners, LLC.	Equipment/Books and Records	4647 Saucon Creek Rd, #201 Center Valley, PA 18034	Lessor
Focus Fiber Solutions, LLC	Equipment/Books and Records	4647 Saucon Creek Rd, #201 Center Valley, PA 18034	Lessor
Focus Wireless, LLC	Equipment/Books and Records	4647 Saucon Creek Rd, #201 Center Valley, PA 18034	Lessor
Jus-Com, Inc.	Equipment/Books and Records	4647 Saucon Creek Rd, #201 Center Valley, PA 18034	Lessor
Beacon Enterprise Solutions Group, Inc.	Equipment/Books and Records	9300 Shelbyville Road, Suite 1020 Louisville, KY 40222	Licensee

B. COLLATERAL IN POSSESSION OF LESSOR, BAILEE, CONSIGNEE OR WAREHOUSEMAN

GRANTOR	COLLATERAL	LESSOR/BAILEE/CONSIGNEE/WAREHOUSEMAN
Focus Fiber Solutions, LLC	None	Medici Communities LLC: 575 Union Blvd #202, Lakewood, CO 80288
Focus Fiber Solutions, LLC	None	Lake Industrial Park: 818 W Riverside Ave #600, Spokane, WA 99201
Focus Fiber Solutions, LLC	None	Sherwood Packaging: 1 Kero Rd Carlstadt, NJ 07072
Focus Fiber Solutions, LLC	None	Diamond H: 2958 S Old Highway 91, Harmony UT 80228
Focus Fiber Solutions, LLC	None	Industrial Park Center, LLC/ Ross Brown Partners: 8925 E. Pima Center Parkway, Suite 200 Scottsdale, AZ 85258
Focus Fiber Solutions, LLC	None	Cecil Honnas: 10458 E Jomax Rd #100, Scottsdale, AZ 85262
Focus Fiber Solutions, LLC	None	Porter Realty Company: P.O. Box 6482 Richmond VA 23230
Focus Fiber Solutions, LLC	None	Professional Suites at the Galleria: 9130 Galleria Court, Suite 324 Naples, FL 34109
Focus Fiber Solutions, LLC	None	Quigley Properties, LLC: 6433 Spring Gulch Street Frederick, CO 80516
Focus Fiber Solutions, LLC	None	The Realty Associates Fund VII, LP: Sentre Partners PO Box 11386 Newark, NJ 07101
Jus-Com, Inc.	None	Justice Properties, LLC: 9250 Corporation Dr., Indianapolis, IN 46256
Focus Fiber Solutions, LLC	None	GAF430, LLC: 90 Hickory Springs Industrial Dr., Canton, GA 30115
Focus Fiber Solutions, LLC		Silverwood: 16128 Meadow Springs Dr, Frisco, TX 19422

Focus Fiber Solutions, LLC	None	Runway Industrial Center: PO Box 31642, Tucson, AZ 85751
Focus Fiber Solutions, LLC	None	Peter Gebert: PO Box 1487 Blue Bell, PA 19422
Focus Fiber Solutions, LLC	None	Whitestar Properties, C/O Unistar Management LLC, PO Box 100, Frenchtown, NJ 08825-0100
Focus Fiber Solutions, LLC	None	McElroy Ventures: 10321 Linkwood Rd, Dallas TX 75238
Beacon Enterprise Solutions Group, Inc.	Files and records in hardcopy. Grantor's business, financial, personnel, and other records in electronic format on various databases.	MDT Labor, LLC: 105 Montgomery Ave., Suite 1053, Lansdale, PA 19446; 9300 Shelbyville Rd., 10th Floor, Louisville, KY 40222

SCHEDULE 5

INTELLECTUAL PROPERTY

Patents and Patent Licenses

Grantor	Patent Registration Number	Patent Registration Date	Patent Application Number	Patent Application Date
[None]				

Trademarks and Trademark Licenses

Grantor	Trademark Title	Trademark Registration Number	Trademark Registration Date	Trademark Application Number	Trademark Application Date
[None]					

Copyrights

Grantor	Copyright Title	Copyright Registration Number	Copyright Registration Date	Copyright Application Number	Copyright Application Date
[None]					

SCHEDULE 6

DEPOSITARY AND OTHER DEPOSIT ACCOUNTS

GRANTOR	FINANCIAL INSTITUTION	ACCOUNT NUMBER AND TYPE OF ACCOUNT	CONTACT INFORMATION
Focus Fiber Solutions, LLC	Bank of America	3830-0539-7859 – checking	Stephanie Waterman – 610-865-8660
Focus Venture Partners, LLC	KNBT	21781-827-7 – checking	Sigrid Rhea – 610-861-5722
Jus-Com, Inc.	Huntington National Bank	01551836175 – checking	Customer Service – 800-480-2001
Jus-Com, Inc.	KNBT	21779-456-4	Sigrid Rhea – 610-861-5722
Optos Capital Partners, LLC	Bank of America	3830-0539-7723 – checking	Stephanie Waterman – 610-865-8660
Focus Wireless, LLC	Bank of America	383007619263	Stephanie Waterman – 610-865-8660
Beacon Enterprise Solutions Group, Inc.	J.P. Morgan Chase	119303110 – checking	

SCHEDULE 7

COMMERCIAL TORT CLAIMS

[None]

SCHEDULE 8

LIENS

1. Notice of Judgment Lien dated May 2, 2013, *Porter, Levay & Rose, Inc. v. Beacon Enterprise Solutions Group, Inc.*, recorded at LB 1415, Pg. 526 in the Office of the Clerk of Jefferson County, Kentucky.
2. UCC-1 Financing Statement dated May 1, 2009 made by Beacon Enterprise Solutions Group, Inc., as Debtor, in favor of NEC Financial Services, LLC, filed with the Secretary of State of Nevada (NEC is not a current Beacon creditor, and Beacon is attempting to get this financing statement terminated).
3. UCC-1 Financing Statement dated June 28, 2012 made by Beacon Enterprise Solutions Group, Inc., as Debtor, in favor of CIT Finance LLC, filed with the Secretary of State of Nevada.
4. UCC-1 Financing Statement dated August 30, 2012 and amended March 28, 2013 made by Beacon Enterprise Solutions Group, Inc., as Debtor, in favor of KKHW Investments, Inc. (f/k/a CETCON, Inc.)
5. UCC-1 Financing Statement dated August 16, 2012 made by Beacon Enterprise Solutions Group, Inc., as Debtor, in favor of Lynn Imaging.
6. Any lien held by the senior noteholders listed on **Exhibit 1**.

ANNEX I

FORM OF JOINDER TO GUARANTEE AND COLLATERAL AGREEMENT

This JOINDER AGREEMENT (this "Agreement") dated as of [_____] is executed by the undersigned for the benefit of Atalaya Administrative LLC, as Agent (the "Agent") in connection with that certain Guarantee and Collateral Agreement dated as of June 19, 2013, among the Grantors party thereto and Agent (as amended, supplemented or modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms not otherwise defined herein are being used herein as defined in the Guarantee and Collateral Agreement.

Each Person signatory hereto is required to execute this Agreement pursuant to Section 8.16 of the Guarantee and Collateral Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each signatory hereby agrees as follows:

1. Each such Person assumes all the obligations of a Grantor under the Guarantee and Collateral Agreement and agrees that such Person is a Grantor and bound as a Grantor under the terms of the Guarantee and Collateral Agreement, as if it had been an original signatory to the Guarantee and Collateral Agreement. In furtherance of the foregoing, such Person hereby (i) assigns, pledges and grants to Agent a security interest in all of its right, title and interest in and to the Collateral owned thereby to secure the Secured Obligations and (ii) guarantees the prompt and complete payment and performance by Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

2. Schedules 1, 2, 3, 4, 5, 6 and 7 of the Guarantee and Collateral Agreement are hereby amended to add the information relating to each such Person set out on Schedules 1, 2, 3, 4, 5, 6 and 7, respectively, hereof. Each such Person hereby makes to Agent the representations and warranties set forth in the Guarantee and Collateral Agreement applicable to such Person and the applicable Collateral and confirms that such representations and warranties are true and correct after giving effect to such amendment to such Schedules.

3. In furtherance of its obligations under Section 5.2 of the Guarantee and Collateral Agreement, each such Person agrees to execute and deliver to Agent appropriately complete UCC financing statements naming such person or entity as debtor and Agent as secured party, and describing its Collateral and such other documentation as Agent (or its successors or assigns) may require to evidence, protect and perfect the Liens created by the Guarantee and Collateral Agreement, as modified hereby.

4. Each such Person's address and fax number for notices under the Guarantee and Collateral Agreement shall be the address and fax number set forth below its signature to this Agreement.

5. This Agreement shall be deemed to be part of, and a modification to, the Guarantee and Collateral Agreement and shall be governed by all the terms and provisions of the Guarantee and Collateral Agreement, with respect to the modifications intended to be made to such agreement, which terms are incorporated herein by reference, are ratified and confirmed and shall continue in full force and effect as valid and binding agreements of each such person or entity enforceable against such person or entity. Each such person or entity hereby waives notice of Agent's acceptance of this Agreement. Each such person or entity will deliver an executed original of this Agreement to Agent.

[add signature block for each new Grantor]

AGREEMENT

This Agreement ("Agreement") dated and effective as of June 19, 2013 (the "Effective Date"), is made by and among Focus Venture Partners, Inc. ("FVP"), Beacon Enterprise Solutions Group, Inc. ("Beacon"), and Christopher B. Ferguson ("CBF").

RECITALS

A. CBF is currently employed by FVP as an executive officer;

B. CBF is a member of FVP's board of directors (the "Board");

C. FVP and CBF desire to enter into this Agreement with respect to certain debt of FVP that has been guaranteed by CBF.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and intending to be legally bound, the parties agree as follows:

AGREEMENT

1. Termination of Employment: CBF's employment with FVP is hereby terminated as of the Effective Date.

2. Resignation as Director: As of the Effective Date, CBF resigns from FVP's Board and shall execute all reasonable additional documentation as required to formally effectuate his resignation from the Board.

3. Obligations of FVP: In exchange for CBF's past, present, and future efforts and cooperation in connection with the merger of FVP into Beacon, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, FVP hereby agrees to the following:

    a. Efforts to Cause Release of CBF From FVP Obligations. FVP shall make all commercially reasonable efforts to cause the permanent removal and release of CBF, Lelainya Ferguson, and each of their Affiliates (as such term is defined herein) (collectively, the "Released Parties") from any and all personal guarantees executed by the Released Parties for debts of FVP (the "Released Obligations"), including but not limited to promissory notes, credit cards, credit facilities, equipment leases, capital leases, bonds, licenses, permits and insurance policies.

    b. Indemnification of CBF for FVP Obligations. FVP agrees to hold harmless and indemnify CBF against all Expenses (as such term is defined herein), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the Released, or on the Released Parties' behalf, in connection with any Claims or Proceeding arising out of or related to the Released Obligations or any claim, issue or matter therein.

    c. Payment of COBRA Costs. As of the Effective Date, CBF shall no longer be eligible to participate in any FVP-sponsored employee benefit plans (except to the extent any such plan has a conversion option). CBF's group medical and/or dental insurance coverage will end on June 30, 2013. CBF will receive a separate written notice pursuant to COBRA, which will allow CBF and his dependents to continue their group medical and/or dental insurance coverage for a period of up to eighteen months after the Effective Date. Should CBF timely elect COBRA coverage, FVP will pay CBF's COBRA premiums for the twelve month period following the Effective Date. CBF will be responsible for timely providing FVP with COBRA premium invoices received by CBF.

4. Governing Law/Jurisdiction/Venue: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles. The parties (i) consent to the exclusive jurisdiction and venue of the federal and state courts located in the Commonwealth of Pennsylvania, Lehigh County, in any action arising out of or relating to this Agreement (ii) waive any objection they might have to jurisdiction or venue of such forums or that the forum is inconvenient; and (iii) agree not to bring any such action in any other jurisdiction or venue to which either party might be entitled by domicile or otherwise.

5. Entire Agreement: This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.

6. Amendment: This Agreement may be amended only by a writing signed by the parties.

7. Severability: If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. Construction: The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

9. Rights Cumulative: The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

10. Nonwaiver: No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of FVP, by an officer of the FVP or other person duly authorized by the FVP.

11. Notices: Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when sent by certified or registered mail, with postage prepaid, to the other party.

12. Definitions: For purposes of this Agreement, the following terms shall have the following meanings:

    "Affiliate" means, any entity which directly or indirectly controls, is controlled by, or is under common control with FVP for so long as such control exists, where "control" means the decision-making authority as to such entity and, further, where such control shall be presumed to exist where an entity owns more than fifty percent of the equity having the power to vote on or direct the affairs of the other entity.

    "Claims" shall mean any and all claims, charges, complaints, demands, actions, lawsuits, liabilities, debts, dues, damages, expenses, amounts, awards, judgments, agreements, contracts, promises, covenants, duties, obligations, liens, claims, encumbrances, security interests, suits and causes of action, of every kind and character, whether asserted or unasserted, known or unknown, direct or indirect, suspected or unsuspected, absolute or contingent, in law or in equity.

    "Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by the Released Parties or the amount of judgments or fines against the Released Parties.

    "**Proceeding**" includes any threatened, pending or completed
    action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether civil, criminal, administrative or investigative, in which the Released Parties, or any one of them, were, is or will be involved as a party or otherwise, by reason of the fact that the Released Parties, or any one of them, executed or is alleged to have executed a personal guarantee of any Released Obligation; including one pending on or before the Effective Date of this Agreement.

13. Successors and Assigns: This Agreement shall be binding on the Released Parties and on FVP and its successors and assigns (including any transferee of all or substantially all of its assets and any successor by merger or otherwise by operation of law), and shall inure to the benefit of the Released Parties and each of their heirs, personal representatives and assigns and to the benefit of FVP and its successors and assigns. FVP shall not affect any sale of substantially all of its assets, merger, consolidation, or other reorganization in which it is not the surviving entity, unless the surviving entity agrees in writing to assume all of FVP's obligations under this Agreement.

14. Beacon: Beacon hereby acknowledges the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth above.

FOCUS VENTURE PARTNERS, INC.

By: _____
Theresa Carlise
Chief Financial Officer

_____
Christopher B. Ferguson
1758 Red Hawk Way
Bethlehem, PA 18015

BEACON ENTERPRISE SOLUTIONS GROUP, INC.

By: _____
Bruce Widener
Chief Executive Officer

PLEDGE AND ESCROW AGREEMENT

THIS PLEDGE AND ESCROW AGREEMENT (this "Agreement") is made as of June 19, 2013, by and among Beacon Enterprise Solutions Group, Inc., a corporation organized and existing under the laws of the State of Nevada (the "Company"); Focus Venture Partners, Inc., a corporation organized and existing under the laws of Nevada ("Focus"); the shareholders of Focus identified on the signature page hereto (the "Pledgors") and Sichenzia Ross Friedman Ference LLP (the "Escrow Agent").

W I T N E S S E T H T H A T:

WHEREAS, the Company, Focus and Beacon Acquisition Sub, Inc. have entered into an Amended and Restated Agreement and Plan of Merger dated June 19, 2013 (the "Merger Agreement") which, among other matters, provides for the issuance of 562,276 shares of Series D Preferred Stock of the Company to the Pledgors (the "Pledged Shares"); and

WHEREAS, the Pledgors have agreed to pledge the Pledged Shares in favor of the Secured Parties to secure the Secured Liabilities (as defined below); and

WHEREAS, to perfect the pledge and security interest in the Pledged Shares, the parties have agreed that the Pledged Shares shall be held in escrow under the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and in consideration of the parties thereto entering into the Merger Agreement, the parties hereto covenant and agree as follows:

I. Definitions

"Collateral" means, whether now existing or hereafter acquired, arising, or coming into existence, (a) all Pledged Shares; (b) all other shares, securities, membership interests, partnership interests, or other interests representing a dividend on any of the Pledged Shares, or representing a distribution or return of capital upon or in respect of the Pledged Shares, or resulting from a stock split, revision, conversion, reclassification, or other exchange therefor, and any subscriptions, warrants, rights, or options issued to the holder of, or otherwise in respect of, the Pledged Shares; (c) in the event of any consolidation, merger, amalgamation, or reorganization involving the Company and in which the Company is not the surviving entity, all shares of each class of the capital stock of the successor issuer formed by or resulting from such consolidation, merger, amalgamation, or reorganization; and (d) all proceeds and products of the foregoing, however and whenever acquired and in whatever form.

"Secured Liabilities" means any losses, damages, liabilities or amounts incurred by the Secured Parties in connection with the legal proceedings identified on Part 3.10 of the Focus Disclosure Schedule to the Merger Agreement, including, but not limited to, reasonable legal fees and any other costs to satisfy and/or defend any and all claims that may arise in connection with such claims.

"Secured Parties" means the Company, Focus, Optos Capital Partners, LLC and each subsidiary of Optos Capital Partners, LLC as of the date hereof.

II. A. Pledge

Pledgors agree, solely to the extent of their interest in the Collateral, to cause all Secured Liabilities to be promptly paid and satisfied. To secure the full and final payment and performance of the Secured Liabilities, each Pledgor hereby pledges and grants to the Secured Parties a lien and security interest in and to all of its present and future right, title, and interest in and to the Collateral. Neither the Secured Parties nor the Collateral Agent shall be under any obligation to sell any of the Collateral or otherwise to take any steps necessary to preserve the value of any of the Collateral or to preserve rights in the Collateral against any other persons, but may do so at its option.

B. Delivery of Shares

Concurrently with the execution and delivery of this Agreement, (i) the Pledgors direct and authorize the Company to deliver the Pledged Shares to the Escrow Agent, and (ii) the Pledgors shall execute and deliver stock powers separate from the certificate ("Stock Powers") in a form attached hereto as Exhibit A, executed in blank and medallion guaranteed. In addition, the Pledgors hereby agree to execute such documents as the Secured Parties or the Escrow Agent may request to transfer the Pledged Shares or the Collateral as may be required pursuant to the terms of this Agreement, including but not limited to executing Stock Powers with respect to shares received in exchange for the Pledged Shares.

C. Conversion of Pledged Shares

Without limiting any of the foregoing, the parties acknowledge that the Pledged Shares are subject to automatic conversion into common stock of the Company under the terms of the Certificate of Designation of Series D Preferred Stock filed with the Secretary of State of Nevada on June 17, 2013, and the parties agree that Escrow Agent is hereby authorized to deliver certificates for the Pledged Shares to the Company or the Company's transfer agent and to take any other necessary steps in connection with any such conversion. Each Pledgor hereby consents that from time to time with or without notice to, or assent from, such Pledgor, any other security at any time held by or available to Secured Parties or Escrow Agent for any of the Secured Liabilities may be exchanged, surrendered, or released and any of the Secured Liabilities may be changed, altered, renewed, extended, continued, surrendered, compromised, waived, or released, in whole or in part, as Secured Parties or Escrow Agent may see fit, and such Pledgor shall remain bound under this Agreement notwithstanding any such exchange, surrender, release, alteration, renewal, extension, continuance, compromise, waiver or inaction, extension of further credit, or other dealing.

D. Voting of Collateral

For the avoidance of doubt, during the term of this Agreement and except for Collateral that has been transferred into the name of the Secured Parties or their nominees in connection with the Secured Parties' rights hereunder, each Pledgor shall have the right to vote all or any portion of the Pledged Shares on all entity questions on which the Pledged Shares are entitled to vote. Each Pledgor represents to Secured Parties and Escrow Agent that such Pledgor has made its own arrangements for keeping informed of changes or potential changes affecting the Collateral (including rights to convert, rights to subscribe, payment of dividends, reorganization or other exchanges, tender offers, and voting rights), and such Pledgor agrees that neither the Secured Parties nor the Escrow Agent shall have any responsibility or liability for informing such Pledgor of any such changes or potential changes or for taking any action or omitting to take any action with respect thereto.

III. Release of Collateral

A. Release to Satisfy Secured Liabilities

The Secured Parties shall have the right to apply the Collateral or the proceeds from sale thereof against any and all Secured Liabilities incurred or suffered by the Secured Parties. From time to time on or before the expiration of the term provided in Section III.B, the Secured Parties may give written notice (a "Notice of Claim") to the Escrow Agent and the Pledgors specifying, in the form attached hereto as Exhibit B, the nature and amount of the claim, the value of the Collateral at the time of the Notice of Claim, and the number of shares of Collateral to be transferred to the Secured Parties. If any Pledgor gives written notice to the Secured Parties and Escrow Agent disputing any Notice of Claim (a "Counter Notice") within ten (10) days following the date of the Notice of Claim, such Notice of Claim shall be resolved as provided below. If no Counter Notice is delivered by a Pledgor to the Secured Parties and Escrow Agent within such ten (10) day period, then the information set forth in the Notice of Claim shall be deemed established, and the Escrow Agent shall promptly assign, pay, transfer and convey to the Secured Parties the number of shares of Collateral specified in the Notice of Claim. If a Counter Notice is given with respect to a Claim, the Escrow Agent shall make payment of all or a portion with respect thereto only (i) to the extent a Claim is not disputed by a Counter Notice; (ii) in accordance with the joint written instructions of the Secured Parties and Pledgor; or (iii) in accordance with a final non-appealable order of a court of competent jurisdiction. Any court order shall be accompanied by a legal opinion by counsel for the presenting party to the effect that the order is final and non-appealable. The Escrow Agent shall act on such court order and legal opinion without further question.

B. Release upon Expiration of Term. Upon expiration of a period of one (1) year from the date hereof (the "Escrow Period"), the Escrow Agent shall release to the respective Pledgors such number of shares of the Collateral which it is holding pursuant to this Agreement and this Agreement shall be deemed terminated and this Agreement shall be released and discharged from all further obligations hereunder. Notwithstanding the foregoing, if any Notices of Claims have been asserted in a writing furnished to the Escrow Agent by the Company and remain unresolved on the date of the expiration of the Escrow Period, the escrow shall continue with respect to the amounts set forth in the Notices of Claims until the resolution of such Notices of Claims, and during such continuance, Escrow Agent shall continue to hold the Collateral up to the amount of the outstanding and unresolved Notices of Claims.

C. Litigation Pending Upon Expiration of Term. If any of the legal proceedings disclosed in Part 3.10 of the Focus Disclosure Schedule have not been settled, or if a final judgment (with no further right of appeal) has not been entered with respect to any such legal proceeding, at the end of the Escrow Period, the Secured Parties may submit a Notice of Claim specifying the nature of the claim, the estimated amounts to be incurred by the Secured Parties in connection with any such legal proceeding, the fair market value of the Collateral at the time of such Notice of Claim, and the number of Pledged Shares representing the estimated amounts to be incurred by the Secured Parties. Any Notice of Claim filed pursuant to this Section III.C shall be treated as a disputed Notice of Claim, and the Escrow Agent shall release the number of Pledged Shares set forth in the Notice of Claim only (i) in accordance with the joint written instructions of the Secured Parties and Pledgor; or (ii) in accordance with a final non-appealable order of a court of competent jurisdiction, pursuant to the procedures set forth in Section III.A.

IV. Termination by the Parties

If at any time the Escrow Agent shall receive a notice signed by or on behalf of the Secured Parties and a Pledgor that this Agreement has been terminated with respect to such Pledgor's Collateral and instructing the Escrow Agent with respect to the disposition of the Collateral, the Escrow Agent shall release the Collateral in accordance with the instructions contained in such notice, and upon such release this Agreement shall be deemed terminated with respect to such Pledgor, and the Escrow Agent shall be released and discharged from all further obligations hereunder.

V. Nature of Duties; No Conflict; Liability

It is understood and agreed that the duties of the Escrow Agent hereunder are purely ministerial in nature and do not represent a conflict of interest for the Escrow Agent to act, or continue to act, as counsel for any party to this Agreement with respect to any litigation or other matters arising out of this Agreement or otherwise. The Escrow Agent shall not be liable for any error of judgment, fact, or law, or any act done or omitted to be done, except for its own willful misconduct or gross negligence or that of its partners, employees, and agents. The Escrow Agent's determination as to whether an event or condition has occurred, or been met or satisfied, or as to whether a provision of this Agreement has been complied with, or as to whether sufficient evidence of the event or condition or compliance with the provision has been furnished to it, shall not subject the Escrow Agent to any claim, liability, or obligation whatsoever, even if it shall be found that such determination was improper and incorrect; provided that the Escrow Agent and its partners, employees, and agents shall not have been guilty of willful misconduct or gross negligence in making such determination. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder, the Escrow Agent shall be entitled to (i) refrain from taking any action other than to keep safely the Collateral until it shall be directed otherwise by a court of competent jurisdiction, or (ii) deliver the Collateral to a court of competent jurisdiction or to the Company's transfer agent.

VI. Indemnification

The Company and Pledgors jointly and severally agree to indemnify the Escrow Agent for, and to hold it harmless against, any loss, liability, or expense ("Cost") incurred without gross negligence or willful misconduct on the part of the Escrow Agent, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including costs and expenses of defending itself against any claim of liability in connection herewith or therewith. The right to indemnification set forth in the preceding sentence shall include the right to be paid by the Company and Focus in respect of Costs as they are incurred (including Costs incurred in connection with defending itself against any claim of liability in connection herewith). The Escrow Agent shall repay any amounts so paid if it shall ultimately be determined by a final order of a court of competent jurisdiction from which no appeal is or can be taken that the Escrow Agent is not entitled to such indemnification.

VII. Documents and Instructions

The Escrow Agent may act in reliance upon any notice, instruction, certificate, statement, request, consent, confirmation, agreement or other instrument which it believes to be genuine and to have been signed by a proper person or persons, and may assume that any of the officers of the Company purporting to act on behalf of the Company in giving any such notice or other instrument in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent acts hereunder as a depository only and shall not be responsible or liable in any manner whatsoever for the genuineness, sufficiency, correctness, or validity of any agreement, document, certificate, instrument, or item deposited with it or any notice, consent, approval, direction, or instruction given to it, and the Escrow Agent shall be fully protected, under Sections IV and V above, for all acts taken in accordance with any written instruction or instrument given to it hereunder, and reasonably believed by the Escrow Agent to be genuine and what it purports to be.

VIII. Conflicting Notices, Claims, Demands, or Instructions

If at any time the Escrow Agent shall receive conflicting notices, claims, demands, or instructions with respect to the Collateral, or if for any other reason it shall in good faith be unable to determine the party or parties entitled to receive the Collateral, or any part thereof, the Escrow Agent may refuse to make any distribution and may retain the Collateral in its possession until it shall have received instructions in writing concurred in by all parties in interest, or until directed by a final order or judgment of a court of competent jurisdiction from which no appeal is or can be taken, whereupon the Escrow Agent shall make such disposition in accordance with such instructions or such order. The Escrow Agent shall also be entitled to commence as interpleader action in any court of competent jurisdiction to seek an adjudication of the rights of the Company and Focus.

IX. Advice of Counsel

The Escrow Agent may consult with, and obtain advice from, legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected and indemnified under Section VI above for all acts taken, in the absence of gross negligence or willful misconduct, in accordance with the advice and instructions of such counsel. In the event that the Escrow Agent retains counsel or otherwise incurs any legal fees by virtue of any provision of this Agreement, the reasonable fees and disbursements of such counsel and any other liability, loss or expense which the Escrow Agent may thereafter suffer or incur in connection with this Agreement or the performance or attempted performance in good faith of its duties hereunder shall be paid (or reimbursed to it) by the Company and Focus, jointly and severally. In the event that the Escrow Agent shall become a party to any litigation in connection with its functions as Escrow Agent pursuant to this Agreement, whether such litigation shall be brought by or against it, the reasonable fees and disbursements of counsel to the Escrow Agent including the amounts attributable to services rendered by partners or associates of Escrow Agent at the then prevailing hourly rate charged by them and disbursements incurred by them, together with any other liability, loss or expense which it may suffer or incur in connection therewith, shall be paid (or reimbursed to it) by the Company and the Pledgors, jointly and severally, unless such loss, liability or expense is due to the willful breach by the Escrow Agent of its duties hereunder.

X. Compensation and Expenses

Escrow Agent shall be entitled, for the duties to be performed by it hereunder, to a fee of $3,500, which fee shall be paid by the Company upon the signing of this Agreement. In addition, the Company shall be obligated to reimburse Escrow Agent for all fees, costs and expenses incurred or that become due in connection with this Agreement, including reasonable attorney's fees. Neither the modification, cancellation, termination or rescission of this Agreement nor the resignation or termination of the Escrow Agent shall affect the right of Escrow Agent to retain the amount of any fee which has been paid, or to be reimbursed or paid any amount which has been incurred or becomes due, prior to the effective date of any such modification, cancellation, termination, resignation or rescission. To the extent the Escrow Agent has incurred any such expenses, or any such fee becomes due, prior to any closing, the Escrow Agent shall advise the Company and the Company shall direct all such amounts to be paid directly at any such closing.

XI. Resignation of Escrow Agent

The Escrow Agent may resign at any time by giving 30 days' prior written notice of such resignation to the Company and the Pledgors. Upon providing such notice, the Escrow Agent shall have no further obligation hereunder except to hold as depositary the Collateral. In such event, the Escrow Agent shall not take any action until the Company and Pledgors have jointly designated a banking corporation, trust company, attorney or other person as successor. Upon receipt of such written designation signed by the Pledgors and the Company, the Escrow Agent shall promptly deliver the Collateral to such successor and shall thereafter have no further obligations hereunder. If such instructions are not received within 30 days following the effective date of such resignation, then the Escrow Agent may, in its sole and absolute discretion, deposit the Collateral held by it pursuant to this Agreement with a clerk of a court of competent jurisdiction or the Company's transfer agent pending the appointment of a successor. In either case provided for in this paragraph, the Escrow Agent shall be relieved of all further obligations and released from all liability thereafter arising with respect to the Collateral.

XII. Notices

All notices, consents, approvals, directions, and instructions required or permitted under this Agreement shall be effective when received and shall be given in writing and delivered either by hand or by registered or certified mail, postage prepaid, or by telecopier, and addressed as follows:

If to the Company or the Secured Parties:

Beacon Enterprise Solutions Group, Inc.

If to the Company or the Secured Parties:
Beacon Enterprise Solutions Group, Inc.

Address: 9300 Shelbyville Road, Suite 1020
Louisville, KY 40222
Attention: Bruce W. Widener
Fax No.: (502) 657-6601
E-mail Address: bruce.widener@askbeacon.com

With a copy to:

Miller Wells PLLC

Address: 300 East Main Street
Suite 360
Lexington, KY 40507
Attention: Mason L. Miller, Esq.
Fax No.: (859) 281-0079
E-mail Address: mmiller@millerwells.com

If to TBK 327 Partners LLC:
1758 Red Hawk Way
Bethlehem, PA 18015
Email Address: CFerguson@focusventurepartners.com

If to TLP Investments, LLC:
1464 Palma Blanca Court
Naples, FL 34119

If to Richard J. Coyle, Jr.:
6355 Rockmine Court
Las Vegas, NV 89118
Email Address: rjcddc@msn.com

If to Theresa Carlise:
4647 Saucon Creek Road, Suite 201
Center Valley, Pennsylvania 18034

If to Focus:

Focus Venture Partners, Inc.

Address: 4647 Saucon Creek Road, Suite 201
Center Valley, Pennsylvania 18034
Attention: Christopher Ferguson
Fax No.: (610) 672-9999
Email Address: CFerguson@focusventurepartners.com

With a copy to:

Fox Rothschild LLP
Address: 2700 Kelly Road, Suite 300
Warrington, Pennsylvania 18976
Attention: Adam G. Silverstein, Esq.
Fax No.: (215) 345-7507
Email Address: asilverstein@foxrothschild.com

If to the Escrow Agent:

Sichenzia Ross Friedman Ference LLP

Address: 61 Broadway, 32nd Floor
New York, NY 10006
Attention: Richard A. Friedman, Esq.
Fax No.: (212) 930-9725
Email Address: rfriedman@srff.com

or to such other persons or addresses as any party may have furnished in writing to the other parties. Copies of all communications hereunder shall be sent to the Escrow Agent.

XII. Remedies

Secured Parties shall have, in addition to any other rights given by applicable law, all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code. Secured Parties may sell or cause the Collateral, or any part thereof, to be sold at any broker's board or at public or private sale, in one or more sales or lots, at such price as Secured Parties may deem best, for cash or on credit or for future delivery, and the purchaser of any or all of such Collateral shall thereafter hold the same absolutely, free from any lien, claim, or right of any kind whatsoever. Unless the Collateral threatens to decline speedily in value or is or becomes of a type sold on a recognized market, Secured Parties will give each applicable Pledgor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition is to be made. Any sale of the Collateral conducted in conformity with standard practices of banks, insurance companies, or other financial institutions disposing of property similar to the Collateral shall be deemed to be commercially reasonable. Secured Parties shall be under no obligation to delay a sale of any of the Collateral for the period of time necessary to permit the issuer of such securities to register such securities for public sale under the Securities Act of 1933, even if such issuer would agree to do so.

XIV. Entire Agreement, Etc.

This Agreement contains the entire agreement among the parties with respect to the subject matter hereof. This Agreement may not be amended, supplemented, or discharged, and no provision hereof may be modified or waived, except by an instrument in writing signed by all of the parties hereto. No waiver of any provision hereof by any party shall be deemed a continuing waiver of any matter by such party. If a conflict between the terms and provisions hereof and of the Merger Agreement occurs, the terms and provisions hereof shall govern the rights, obligations, and liabilities of the Escrow Agent.

XV. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective heirs, successors, assigns, distributees, and legal representatives.

XVI. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts together shall constitute one and the same instrument.

XVII. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the law (other than the law governing conflict of law questions) of the State of New York. Any action to enforce, arising out of, or relating in any way to any of the provisions of this Agreement may be brought and prosecuted in such court or courts located within New York County, New York as is provided by law; and the parties hereto consent to the jurisdiction of the court or courts located within New York, New York and to service of process by registered or certified mail, return receipt requested, or by any other manner provided by law.

XVIII. Additional Documents and Act

The Company and Focus shall, from time to time, execute such documents and perform such acts as Escrow Agent may reasonably request and as may be necessary to enable Escrow Agent to perform its duties hereunder or effectuate the transactions contemplated by this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be duly executed as a sealed instrument as of the day and year first above written.

BEACON ENTERPRISE SOLUTIONS GROUP, INC.

By: _____
Name: _____
Title: _____
(the "Company")

FOCUS VENTURE PARTNERS, INC.

By: _____
Name: _____
Title: _____
("Focus")

SICHENZIA ROSS FRIEDMAN FERENCE LLP

By: _____
Name: Richard Friedman
Title: Partner
("Escrow Agent")

TBK 327 Partners LLC

By: _____
Name: _____
Title: _____

TLP Investments, LLC

By: _____
Name: _____
Title: _____

_____
Richard J. Coyle, Jr.

_____
Theresa Carlise
("Pledgors")

Exhibit A

Irrevocable Stock Power

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to _____ the following shares of Series D Preferred Stock of **BEACON ENTERPRISE SOLUTIONS GROUP, INC.**, a Nevada corporation:

No. of Shares	Certificate No.

and irrevocably appoints _____ its agent and attorney-in-fact to transfer all or any part of such capital stock and to take all necessary and appropriate action to effect any such transfer. The agent and attorney-in-fact may substitute and appoint one or more persons to act for him.

Dated as of _____ ___, 20__.

By: _____
Name:
Title:

Exhibit B

Notice of Claim

[Letterhead of Secured Party]

Gentlemen:

You are hereby instructed to release from escrow the number of shares (the "Pledged Shares") specified below. The Company is entitled to receive the Pledged Shares in connection with the matter specified below:

Number of Pledged Shares:

Nature of Claim:

Dollar Value of Claim:

Dated:

Name of Secured Party

By: _____
Name: _____
Title: _____