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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM 10  
Amendment No. 4**

**GENERAL FORM FOR REGISTRATION OF SECURITIES  
UNDER SECTION 12(B) OR (G) OF THE SECURITIES EXCHANGE ACT OF 1934**

**STL MARKETING GROUP, INC.**  
(Exact Name of Registrant as specified in its charter)

**Colorado**  
(State of Incorporation)

**20-4387296**  
(IRS Employer ID No.)

**10 Boulder Crescent, Suite 102,  
Colorado Springs, CO  
80903**  
(Address of principal executive offices)

**(719) 219-5797**  
(Registrant's telephone number, including area code)

Securities to be Registered Under Section 12(b) of the Act: **None**

Securities to be Registered Under Section 12(g) of the Act:

**Common Stock, \$0.001 Par Value**  
(Title of each class to be so registered)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting Company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting Company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer              
Non Non-accelerated filer      

Accelerated filer                      
Smaller reporting Company      

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You should rely only on the information contained in this registration statement or in a document referenced herein. We have not authorized anyone to provide you with any other information.

As used in this registration statement, unless the context otherwise requires, the terms the “Company,” “our Company,” “we,” “us,” “our,” or “STL,” refer to STL Marketing Group, Inc., a Colorado corporation and its subsidiaries, Versant Corporation, a Delaware corporation, Phonsuite Solutions, Inc., a Colorado corporation, Energia Renovable Versant SRL, a Costa Rican Corporation and VTRES Bache SRL, a Costa Rican corporation.

### **FORWARD-LOOKING STATEMENTS**

Except for statements of historical fact, this registration statement contains “forward-looking statements.” You can identify these forward-looking statements by words such as “anticipate,” “believe,” “could,” “estimate,” “expect,” “intend,” “may,” “should,” “will,” “would” and similar words. These forward-looking statements express our future expectations and contain projections of our future results of operations and financial position. We believe that it is important to communicate our future expectations to our investors. However, there may be events in the future that

we are not able to accurately predict or control that may cause our actual results and achievements to differ materially from the expectations we describe in our forward-looking statements. The occurrence of any such events could have a material adverse effect on our business, results of operations, financial position, market growth, services, products and licenses. See “Risk Factors” section of this registration statement. Further, since our common stock is considered a “penny stock,” we are ineligible to rely on the safe harbor for forward-looking statements provided in Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”).

### **WHERE YOU CAN FIND MORE INFORMATION ABOUT US**

When this registration statement becomes effective, we will begin to file periodic reports, proxy statements, information statements and other documents with the United States Securities and Exchange Commission (the “SEC”). You may read and copy this information, for a copying fee, at the SEC’s Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. More information on the Public Reference Room can be obtained by calling the SEC at 1-800-SEC-0330. Our SEC filings will also be available to the public from commercial document retrieval services, and at the web site maintained by the SEC at <http://www.sec.gov>.

Our Internet website address is <http://www.stlmarketinggroup.com>. Information contained in our website does not constitute a part of this registration statement. When this registration statement becomes effective, we will make available, through a link to the SEC’s web site, electronic copies of the materials we file with the SEC (including our annual reports on Form 10-K, our quarterly reports on Form 10-Q, our current reports on Form 8-K, the Section 16 reports filed by our executive officers, directors and 10% stockholders, and amendments to those reports). To receive paper copies of our SEC filings, please contact us by mail at Investor Relations, STL Marketing Group, Inc., 10 Boulder Crescent, Suite 102, Colorado Springs, CO 80903, by email at [info@v3rsant.com](mailto:info@v3rsant.com) or by calling us at (719) 219-5797.

## ITEM 1. BUSINESS.

### General Information

Our business address is 10 Boulder Crescent, Suite 102, Colorado Springs, CO 80903. Our telephone number is (719) 219-5797 and our internet website address is [www.stlmarketinggroup.com](http://www.stlmarketinggroup.com). The information contained in, or that can be accessed through, our website is not part of this registration statement.

### History

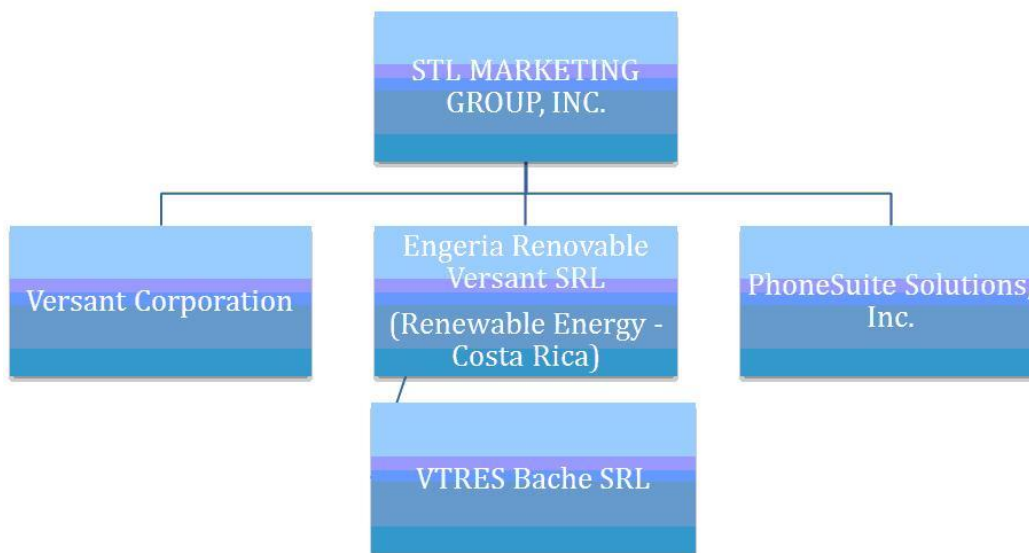
STL Marketing Group, Inc. (the “Company,” “our Company,” “we,” “us,” “our,” or “STL,” was incorporated under the laws of the State of Colorado on February 16, 1999 under the original name of Fountain Colony Ventures, Inc. Fountain Colony Ventures, Inc. changed its name to SGT Ventures, Inc. in March 2006. In June 2006, SGT Ventures, Inc. changed its name to Stronghold Industries, Inc. On October 30, 2007, Stronghold Industries, Inc. entered into a share purchase and exchange agreement with Image Worldwide, Inc. The Company name was officially changed with the Secretary of State to Image Worldwide, Inc. (“Image Worldwide”) on November 21, 2007. In 2008, Image Worldwide concentrated its business activities on helping clients create, market and promote their brands and image in print, online and at live events. Image Worldwide entered into a share exchange agreement with St. Louis Packaging Inc. on January 31, 2009. In April 2009, the Company changed its name to STL Marketing Group, Inc. On December 1, 2009, the Company sold majority of the STL Brands to Alliance Creative Group, Inc. In March of 2011, the Company entered into a distribution agreement with United Fuel Savers and entered into an option agreement to purchase land in Texas for a potential business opportunity. Prior to October 15, 2012, this distribution agreement and option agreement was canceled. On October 15, 2012, the Company agreed to merge with Versant Corporation, a Colorado based renewable energy company. On February 4, 2013 the Company entered into a share exchange agreement with Versant whereby Versant became the Company’s wholly owned operating subsidiary. The transaction is being accounted for as a reverse merger. Accordingly, the historical financial information going forward will be that of Versant Corporation and subsidiaries.

On May 29, 2014, the Board of Directors (the “Board”) of STL Marketing Group, Inc. (the “Company”) approved the formation of PhoneSuite Solutions, Inc. (“PSS”), as a Delaware corporation and a wholly owned subsidiary of the Company. On June 16, 2014, the Board approved the issuance of one-hundred (100) shares of common stock of PSS to the Company (the “Subsidiary Shares”). The Subsidiary Shares represent 100% of the authorized shares of common stock of PSS.

On June 24, 2014, PSS, as the Company’s wholly owned subsidiary, entered into a Strategic Alliance and Distribution Agreement (the “Agreement”) with Call Management Products, Inc. (“CMP”), a Colorado corporation in the business of designing, manufacturing, marketing, and selling telecommunications products. The Agreement provides that PSS will establish a dealer network and market and sell CMP’s products both internationally and in the United States (the “Territory”). In the domestic market PSS will market to the general business market, excluding the hospitality and assisted living verticals. Internationally, PSS may sell to all markets and develop both the hospitality and general business marketplaces.

Additionally, the Agreement provides that PSS will develop the Territories at its cost and promote CMP’s brands, name and products consistently across the globe. PSS is an exclusive Strategic Ally for CMP’s products in the Territory. The Agreement provides that, each year, PSS and CMP will mutually establish a sales quota for PSS to meet, with the first quota set for fiscal 2015.

As a result, our business operations are currently (i) the sale and distribution of telecommunications under the brand name PhoneSuite; and (ii) the prospective sale of electricity through a planned wind park to a government owned utility company in Costa Rica. The Company continues to evaluate additional opportunities to bolster its revenue stream. Our corporate organization is as follows:



STL Marketing Group, Inc. has been trading on the OTC Market Pink Sheets under the symbol 'STLK' since April 2009.

### OVERVIEW OF OUR RENEWABLE ENERGY BUSINESS

STL Marketing Group, Inc. (OTC: STLK), (the “Company”) is a Colorado corporation seeking to provide wind energy to the Costa Rican government from a wind power generation plant the Company intends to build and operate pursuant to a PPA (as defined below), which the Company expects to initiate in 2016. The Company has two wholly owned subsidiaries in Costa Rica that handle the development of the business and are expected to operate the power generation plant within the country. Engeria Renovable Versant SRL (“ERV”) is a 100% owned subsidiary and is used as a holding company for potential future renewable energy operating companies. ERV intends to consolidate common tasks for the operating companies in Costa Rica. VTRES BACHE SRL (“VTRES”) is 100% owned by ERV. VTRES is the legal entity that we intend to operate the first proposed wind farm in the northern area of the province of Guanacaste, Costa Rica.

Costa Rica has a variety of laws that govern the generation of electricity. Due to the location of our primary site, we cannot use the existing law for private generation (Ley 7200/7508). This is a result of the lack of an existing sub-station of Grupo ICE in the vicinity. The lack of a sub-station requires us to partner with one of the various State-Owned Entities charged with the distribution and generation of electricity for their respective regions. Candidates for partnership include JASEC, CNFL, COOPELESCA, ESPH and COOPEGUANACASTE.

Under its proposed long-term land agreement, the Company is seeking to develop its first field on 270 hectares (the “primary site”). Due to the current political delays revolving around the eighteen-month review period for the generation of electricity by private entities, the Company is also working on alternatives for sites that are more amenable to the development under Costa Rica’s private generation law (Law 7200/ 7508) with proximity to existing substations. Law 7200/7508 is an existing process by which private generation companies can, and do, contract with Grupo ICE for the purchase of electricity. This process is well developed and has existed for several decades. As mentioned above, the lack of an existing sub-station at our proposed 270-hectare site requires a Power Purchase Agreement through other existing laws. The Company believes it is important to explore other potential sites during this review period to avoid any potential future delays.

In November 2013, President Luis Guillermo Solís was elected in Costa Rica. Initially, the Company believed that Mr. Solís was amicable to private entities generating electricity as part of an overall solution to the energy crisis in Costa Rica based on his campaign promises and positions. However, Mr. Solís has made various post election representations that would seem to indicate his non-approval of such a position, mainly the appointment of a new chairman for the country’s Grupo ICE committee. We believe the Grupo ICE appointee, and now CEO and Chairman of Grupo ICE, has a public position generally against private enterprise’s participation in the power generation spectrum. The Company believes that this appointment will likely trigger opposition by the Costa Rican government against companies such as ERV from establishing privatized energy solutions.

The Company is actively engaged in lobbying through different government channels. The Company will also be exploring alternatives to the previous government approval process, including the possibility of a 7200/7508 license, which allows the Company to produce up to 20MW of electricity. However, due to the preceding events in the Costa Rican government, we cannot state with any certainty or provide any assurances of an expected timeline for regulatory approval.

### **Energy Market in Costa Rica**

Costa Rica is in need of inexpensive energy sources, as it does not possess any petroleum or coal and its natural gas reserves are, as of yet, untapped. As a result of this lack of fossil fuel, Costa Rica has had to develop new sources of renewable energy. As stated in the article, Environmental Entrepreneurs Update June 28, 2007, *President Aims for Carbon Neutrality*, Costa Rica already uses hydroelectric and geo thermal methods and, in 2007, set 2021 as the year to become carbon neutral. According to *The Delhi Planet, Being Carbon Neutral- What It Means And Whats Being Done, July 16, 2008*, “In 2004 itself, 46.7% of Costa Rica’s primary energy came from renewable sources, while 94% of its electricity was generated from hydroelectric power, wind farms and geothermal energy in 2006.” Costa Rica is pro-active about being carbon neutral. Currently, there is a 3.5% tax on gasoline in the country that is used for payments to compensate landowners for growing trees and protecting forests.”

Grupo ICE is the largest of the State Owned Enterprises in Costa Rica and is the institution that controls all of the country’s electrical distribution. According to the Business Wire article titled *Fitch Affirms Instituto Costarricense de Electricidad’s Ratings at BB+*, The Instituto Costarricense de Electricidad (“ICE”) is the largest power generator and electric distribution utility company in the country. ICE’s role is to develop, operate and ensure that telecommunication and electric services and distributions are provided to the Country. ICE is a State Owned Enterprise and its revenues are approximately \$1 billion per year, which includes telecommunications services (fixed, data and cellular).

Based on the experience of Ing. Pedro P. Quiros, our founding Chairman, and the previous Chief Executive Officer and Chairman of Grupo ICE, the Company believes, that as much as 90% of the country’s hydroelectric facilities are losing effectiveness because of variations in the rainfall in the past few decades in Costa Rica. Additionally, it is his opinion that most hydroelectric facilities are reaching their useful life (50 years) and will need replacement or major maintenance. We believe this will place a serious burden on the country’s electric providers, as it will take much needed infrastructure investment away from new developments. We believe these developments are already taking place, which is straining the country’s sole petroleum-based 200 MW facility (“Garabito”).

Based on Grupo ICE’s public reports and our founding Chairman’s knowledge, we believe that Costa Rica is 8-10 years behind in developing the necessary electrical infrastructure to maintain pace with its needs. Grupo ICE is working to develop various projects, however, over the past few decades, government funding support has been diverted to other governmental priorities, such as housing. We believe this has left the electrical development delayed and behind with the country’s needs and electrical projects are large, expensive, complicated, and time consuming. We believe this infrastructure delay is pitting electric rates against the country’s competitiveness. The Company believes that the government has a projected investment requirement of \$10 billion for electric generation alone over the next decade (2010-2020) with a maximum investment capacity of \$5 billion over the same time frame.

Law 8660 passed in large part due to the efforts of the former Chief Executive Officer and Chairman of Grupo ICE, Ing. Pedro P. Quiros, who regulated the possible maximum investment that can be made by Grupo ICE at approximately \$5 billion. Based on their revenue, we believe ICE’s current legal framework allows it to invest about \$850 million per year for its core businesses. This means that about \$350 million per year is allocated for electric generation (the remainder is split between electrical distribution- \$150 million- and telecommunications- \$350 million). We believe that this leaves the government with an approximate, and very conservative, shortfall of \$5 billion for electric generation in the next decade (\$10 billion in required investment, less \$350 million in electric generation plus \$150 in electrical distribution times 10 years, equals a \$5 billion shortfall). These internal forecasts do not take into account the possible reduced telecommunications revenues as a result of competition in the cellular market and possible credit issues due to the effect of the latest Moody’s downgrade of the country’s credit rating in September 2014 to Ba1 from Baa3, which was the downgrade given in 2010 from BB+.

Over approximately the last two years, numerous complaints by the Costa Rican public have been made and the local newspapers have covered the rate hikes Grupo ICE has instituted as a result of the very high use of its main 200 MW reserve facility, Garabito. Garabito uses petroleum-based fuel and runs continuously, primarily in the summer months (October-March) when the rains stop and hydro plants slow as a result of the lack of water. According to the article “*Tarifa electrica impacta competitividad*” dated March 26, 2013 in *La Republica*, one of the major newspapers in Costa Rica, electric rates have risen 50-60% since 2007 as a result of underdevelopment of infrastructure.

### **Legal and Regulatory Framework**

The situation related to the state of the energy market in Costa Rica has highlighted to the public the limited existing legal framework that allows the private generation and sale of electricity. As a result, there has been discussion in the legislature on how to expand and strengthen private rights and participation in the electric generation space. Currently, new laws are expected to improve the current legal framework in favor of private enterprise. However, these new laws are not expected for a few more years. Our business plan currently utilizes existing legislation and any future improvements would be a welcome benefit. However, the new government changes have delayed our progress and we may have to reinstate the process to put the power purchase agreement in place. We cannot guarantee that any such future improvements will ever take place.

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The current legal framework allows a few options to generate electric power. Law 7200/7508 controls the provision of concessions for private enterprises and specifically delineates the process by which any private enterprise receives, operates and commercializes its concession. This law is applicable to limited capacity facilities selling to ICE in amounts less than 20 MW. Law 8345 specifically grants the eight Costa Rican electric utility companies the right to generate power and specifies other rights like the “right of way” and the power to appropriate via “eminent domain”. There are various smaller electric utility companies (state cooperatives) in the country charged with other public services like street lighting, waste removal and sewage. These other electric utility companies bill their constituents directly, and as a group, handle half (50%) of the electrical distribution in the country with the other 50% handled by ICE. The bylaws as passed in Costa Rica for these utility companies allow them to enter into agreements with private entities to develop their services. These utility companies do not need further legislative approval or bidding to enter into these partnership agreements, so long as (i) Costa Rican ownership levels are within the law (35%), (ii) no Costa Rican government funds are used in the development, and that (iii) “a clear benefit is provided by entering into these arrangements” as stated in Law 8345.

Laws established for the Public Service companies such as Compañía Nacional Fuerza y Luz (an ICE subsidiary), JASEC (“Cartago”) and ESPH (“Heredia”), are similar to the one of four electric cooperatives regarding power generation and distribution. These entities have their own legal framework. All are allowed private partnerships to generate electricity and all have the credit rating of the Costa Rican government.

### **Off-Taker and Distribution Channel**

An off-taker is a buyer of a resource to purchase and sell portions of a producer's future production. An Off-Taker Agreement, or Power Purchase Agreement (“PPA”), is normally negotiated prior to the construction of a facility such as our proposed wind farm, in order to secure a market for the future output of the facility. On December 21, 2012, the Company received a Letter of Interest from the Compañía Nacional de Fuerza y Luz (“CNFL” or the proposed “Off-Taker”). CNFL is a private company 98% owned by Grupo ICE. Its market is “El Valle Central” or Central Valley, the area of San Jose and its environs. According to a public article published in Costa Rica, “El Potgam a la luz del censo 2011”, Central Valley is the largest market in the country with approximately 2 million customers in its general area.

The Company negotiated key terms and conditions with CNFL for a proposed PPA, including potential price and term. As a result of these negotiations, the Company tendered an official offer on April 16, 2013. The parties agreed in principle to a price (net of taxes) of \$0.083/kWh and a term of twenty-five years. The price of electricity for wind, as many other services, is regulated by ARESEP and the above price is what we believe to be on the lower edge of the accepted pricing range in Costa Rica. Based on current information from the potential buyer, they delayed the internal process due to changes in regulation and later on due to new policies of the government winning the elections early in 2014. Currently, all private generation is on hold for an internal government review, which began in summer of 2014 and is expected to last through early 2016. In the event that the Off-Taker does not execute the PPA, there is no guarantee that the Company will be able to secure another Off-Taker on similar terms or at all. Should the Company not be able to secure another Off-Taker it would have a material adverse effect on our business and may cause us to cease operations entirely.

Costa Rica held elections in May 2014 and the new administration has advised, as of June 2014, that all projects for private generation are on hold until a review period of 18 months can be completed. Due to the delay presented by this review period, the Company is exploring 7200/7508 possibilities, the case being that these smaller plants are easier to accept within the existing legislation and are outside the current review process. We are currently pursuing alternative sites that allow us to utilize the 7200/7508 legislation, in the same area as our primary site. The Company will only seek alternative sites, compliant with Law 7200/7508, with existing sub-stations and access to high tension lines already provided by Grupo ICE. If successful, the ensuing PPA would be with Grupo ICE.

### **Interconnection**

An “interconnection” is a power grid that operates at a synchronized frequency and is electrically tied together during normal system conditions. Synchronous grids with ample capacity facilitate electricity market trading across wide areas. Per the terms of our offer, CNFL intends to collect their electricity “at site” which means that they would be ensuring the interconnection and transport of the electricity generated by our wind farm to their substation. In our opinion this could greatly reduce our risk, as CNFL is an entity that has, as ICE’s subsidiary, full control and rights to the high-tension transmission lines of Costa Rica. ICE is the exclusive agent for high-tension lines including access to this network. This high-tension network is how electricity is delivered to CNFL’s grid and from there to its customers. The 7200/7508 contracts contemplate delivery at the substation and are by law with Grupo ICE, however, there is no existing substation at the primary site described above and therefore, we are looking for alternative smaller sites as well.

The substation in the primary site where the Company intends to connect to the high transmission lines to transport the electricity is less than 500 meters from the Sistema de Interconexión Electricapara America Central or *Central American Electrical Interconnection System* (“SIEPAC”). SIEPAC is a planned interconnection of the power grids of six Central American nations. In Central America, few electrical interconnections currently exist, and those that do are often old and unreliable. SIEPAC has been discussing plans to link the region’s electricity grids since 1987. The proposed project entails the construction of transmission lines connecting 37 million consumers in Panama, Costa Rica, Honduras, Nicaragua, El Salvador, and Guatemala. It is not clear if Belize, which buys much of its power from Mexico, will also be included. SIEPAC would cost about US\$320 million without the interconnections with Mexico (US\$40m), Belize (US\$30m) and Panama (US\$200m) and, back in 2003, was scheduled for completion in 2006. More recently, it has been estimated it would be completed in 2009. As of April 2013, all but about 20 km in southern Costa Rica is operating.

We believe because our proximity to the substation is so close to the SIEPAC transmission line that it may be possible to avoid paying the SIEPAC interconnection line costs and that an interagency arrangement could be handled under CNFL/ICE’s already existing agreements with SIEPAC. The Company and SIEPAC have entered into a non-binding letter of intent, whereby SIEPAC intends to serve as an interconnection and will provide the power generated, by the company’s proposed wind farm, to customers across Costa Rica. Please see a copy of the Letter of Intent between the Company and SIEPAC filed as Exhibit 10.1 to the amended registration statement on Form 10. Filed on December 4, 2013.

## Wind Studies

Wind studies have been conducted on the primary site for the past several years. There are six active wind measurement towers on site, each 80 meters high, gradually built since 2007. In addition, there are two older towers of 50 meters high, which are out of service today, but have provided data along with neighboring MET masts for reference into the overall wind mapping conditions of the region. These stations offer different height levels of measurements for five years. The compiled data will be used for the revised Annual Energy Production Report (as defined below).

The Company engaged and paid GL Garrad Hassan approximately \$80,000 to evaluate and generate an annual Energy Production Report (“AEP Report”) with five different wind turbine generators (WTGs). According to our current AEP Report, the Company can generate approximately 135,000,000 kWh per year (P75). The Company has moved the site slightly to the north (approximately 5 km) to gain access to the interconnection lines. Other benefits of this land include:

- Large enough to increase capacity (5,300 hectares of land).
- The land is level and generally flat.
- The SIEPAC regional (Central America) grid traverses through the property. This allows us to transport electricity to the power grid and to our final customers.

We have also commissioned a new AEP Report from Garrad Hassan for updated information. We have made a \$20,000 payment to Garrad Hassan for the new AEP Report, and plan to pay the remaining \$18,120 upon completion of certain amendments.

## Competition

We face competition from other wind energy companies, renewable energy generators, and traditional energy companies in our bidding and signing for a long-term PPA with the government of Costa Rica. However, if we are successful in signing the PPA, we believe we will have no competition for the wind energy generated by our anticipated wind farm. This is not to say that Costa Rica does not have other wind farms or sources of renewable energy but rather that once the wind farm is completed, the sales will be guaranteed for the term of the PPA, which is currently proposed as twenty-five (25) years. If the PPA is signed, our proposed contract covers our entire production and the Off-Taker is committed to buying this electricity over the 25-year term. Additionally, each government utility in Costa Rica has exclusive territory to its client base by law.

The Company would not make any sales without the execution of the PPA. Should the PPA be cancelled or otherwise terminated, it would have a material adverse effect on the Company and may force us to cease our business operations entirely.

## Going Concern

Our financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. As shown in the accompanying financial statements, we incurred a net operating loss in the years ended December 31, 2011 - 2014, and have no revenues at this time. These conditions raise substantial doubt about the Company’s ability to continue as a going concern.

The ability of the Company to continue as a going concern is dependent upon the Company’s ability to further implement its business plan, generate revenues, and continue to raise additional investment capital. No assurance can be given that the Company will be successful in these efforts. The lack of additional capital could force the Company to curtail or cease operations and would, therefore, have a material adverse effect on its business.

## Employees

As of February 17, 2015 the Company had two full-time employees and one consultant.

## Reports to Security Holders.

1. The Company will file with the SEC reports as required under the Exchange Act and comply with the requirements of the Exchange Act.
2. The public may read and copy any materials the Company files with the SEC in the SEC’s Public Reference Section, Room 1580, 100 F Street N.E., Washington, D.C. 20549. The public may obtain information on the operation of the Public Reference Section by calling the SEC at 1-800-SEC-0330. Additionally, the SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC, which can be found at <http://www.sec.gov>.

## OVERVIEW OF OUR TELECOMMUNICATIONS BUSINESS

On May 29, 2014, the Board of Directors (the “Board”) of STL Marketing Group, Inc. (the “Company”) approved the formation of PhoneSuite Solutions, Inc. (“PSS”), as a Delaware corporation and a wholly owned subsidiary of the Company. On June 16, 2014, the Board approved the issuance of one-hundred (100) shares of common stock of PSS to the Company (the “Subsidiary Shares”). The Subsidiary Shares represent 100% of the authorized shares of common stock of PSS.

On June 24, 2014, PSS, as the Company’s wholly owned subsidiary, entered into a Strategic Alliance and Distribution Agreement (the “Agreement”) with Call Management Products, Inc. (“CMP”), a Colorado corporation in the business of designing, manufacturing, marketing, and selling telecommunications products. The Agreement provides that PSS will establish a dealer network and market and sell CMP’s products both internationally and in the United States (the “Territory”). In the domestic market PSS will market to the general business market, excluding the hospitality and assisted living verticals. Internationally, PSS may sell to all markets and develop both the hospitality and general business marketplaces.

Additionally, the Agreement provides that PSS will develop the Territories at its cost and promote CMP’s brands, name and products consistently across the globe. PSS is an exclusive Strategic Ally for CMP’s products in the Territory, and under the Agreement, is the exclusive agent for PhoneSuite branded products in its assigned international Territory. The Agreement provides that, each year, PSS and CMP will mutually establish a sales quota for PSS to meet, with the first quota set for fiscal 2015.

At this time, internal work has been completed on both the structural necessities for this type of transactional business and the necessary training and certifications processes to ensure the proper infrastructure in instituting a process to establish dealers. Internal review of our accounting systems has also been completed and is now loaded and adapted to quoting, entering orders, and invoicing. PSS has adjusted its accounting system to properly create, manage, and collect from dealers. Dealers have their own unique identification and price levels, and the system can



generate a quotation, convert the quotation to an order, and convert to an invoice once sold. Additionally, PSS has undergone both SIP School and PhoneSuite training programs, certifying it for both SIP and PhoneSuite installation and service. Furthermore, PSS has developed a business process to gather new potential dealer information and vet these prospects through credit agencies and a standard dealer contract to ensure dealers are inspected and contracted for the marketing, sale, installation, and support of PhoneSuite branded products.

To date, the Company has issued just under \$100,000 of quotes to interested, potential customers for VoIP equipment. While there is no guarantee these quotes will be sold, it is an important milestone, as we believe this sales funnel does begin to indicate that we may have revenue in the near term, which we believe will help to establish a baseline to provide future goals based on previous sales.

We locate our customers in a variety of ways. As a dealer-based, business-to-business model, we establish dealers and support them, forward leads in their respective territories. The dealers in turn promote and generate marketing in their local territories to generate their own leads. All dealers are established businesses in the hospitality industry, so as clients need communications products they engage in the sales process. We estimate that within a few quarters our dealer channel will begin to produce sales on a regular, more consistent basis. We are introducing the brand to new markets, a process that has proven to be time-consuming. Additionally, CMP lists most major hotel chains as clients, so as they develop needs overseas, we receive those opportunities and reach out to them to provide sales support and any information required.

To ensure an active and successful dealer program and sales funnel, we have begun the process of establishing our dealer network. In this area, we are actively working with a handful of potential dealers that we believe will execute dealer agreements in the short term. We have announced one partnership with VTECH's CALA hospitality division whereby VTECH will provide us leads for the PhoneSuite product line and vice versa. This also provides us access to their dealer network if applicable. Additionally, we have had preliminary discussions with UNIDEN to explore providing business telephones with the IP PBX as a whole solution. All of this is underway as we await progress on the energy front. We can provide no assurances that these dealer agreements will be successful in generating sales for our business operations.

We have extended experience and a developed network of dealers around the world. Concerning our ongoing efforts, we expect to have the development as clients begin to purchase equipment and consider the brand for new projects outside original arenas. Often, hotel management companies and chains have other properties in geographically separated areas and those new opportunities already have service and installation partners that are dealers. Our plan is to utilize new opportunities to offer the installation and ongoing support contracts to the existing hotels, or to a local dealer already operating in the area, as an incentive to sign with us.

The Company has successfully signed three distribution agreements covering the United Arab Emirates and India, Barbados and Nigeria and currently has five additional and active overseas distribution possibilities. These possible partners are located in Australia, Bangladesh, Saipan, Malta, and Mexico. Active quotes to potential customers are significant for our current stage. We can provide no assurances that these distribution agreements will lead to sales.

In 2015, we believe PhoneSuite Solutions, Inc. will begin to generate revenue, add dealers, and follow through with our goal to gain financial independence. We believe that this should ease dependence on fundraising over the near term and lessen our need for the current funding mechanisms.

## **Competition**

Competitors vary by region. However, we believe our major competitors include Avaya, ShoreTel, NEC, Mitel and Cisco. PSS is focused on providing newer technologies such as Voiceware (full VoIP) and the Series 2 (VoIP/ Analog hybrid) for its dealer business vertical.

## **Business Plan**

PSS is focused on the promotion, marketing, and sales of two of PhoneSuite's core products (i) Voiceware and (ii) the Series2. These products are already deployed in the United States, with PSS now developing the dealer channel to achieve sales revenues overseas. These products are VoIP Private Branch Exchange products, designed to provide a feature rich communications system to businesses.

1. **Voiceware** - Voiceware is a VoIP phone system (IP-PBX) application designed for today's hospitality voice communication needs. The server-based core makes Voiceware extremely flexible, and enables PhoneSuite to continually enhance and improve a hotel PBX feature set without expensive equipment upgrades.
2. **Series 2** - Series2 VoIP combines a traditional telephone platform (analog room phones and digital and analog telephone lines) with a Voiceware server. This converts traditional analog and digital end points to be compatible with VoIP technology. With this technology a customer will be able to use existing wiring plans and phones without potentially expensive upgrades.

PSS is the exclusive distributor of PhoneSuite branded products to both the international market, as well as the Small Business Market (SMB) here in the United States. PSS currently has plans to offer products in geographic areas including, but not limited to: Asia, the Caribbean, Africa, Australia, the Middle East and India, Europe, Central America, and South America.

## **ITEM 1A. RISK FACTORS.**

### ***OUR AUDITORS HAVE EXPRESSED SUBSTANTIAL DOUBT ABOUT OUR ABILITY TO CONTINUE AS A GOING CONCERN.***

As of December 31, 2013, we had an accumulated deficit of \$6,105,536, as disclosed in our annual report on Form 10-K. As of September 30, 2014, we had an accumulated deficit of \$6,626,674, as disclosed in our quarterly report on Form 10-Q. A significant amount of capital will be necessary to advance the development of our projects to the point at which they will become commercially viable, and these conditions raise substantial doubt about our ability to continue as a going concern.

Our independent auditors included an explanatory paragraph regarding this uncertainty in their report on our financial statements as of December 31, 2013. The Company plans to raise additional debt and/or equity financing to allow us the ability to cover our current cash flow requirements and meet our obligations as they become due. There can be no assurances that financing will be available or if available, that it will be under favorable terms. In the event that we are unable to generate adequate revenues to cover expenses and cannot obtain additional financing in the near future, we may need to cease operations or seek protection under bankruptcy laws. These financial statements do not include any adjustments that might result from the uncertainty as to whether we will continue as a "going concern". Our ability to continue status as a "going concern" is dependent upon our generating cash flow sufficient to fund operations. If we continue incurring losses and fail to achieve profitability, we may have to cease our operations. Our business plan may not be successful in addressing these issues.

## **RISKS RELATED TO OUR BUSINESSES**

### ***WE HAVE GENERATED SUBSTANTIAL NET LOSSES AND NEGATIVE OPERATING CASH FLOWS SINCE OUR INCEPTION AND EXPECT TO CONTINUE TO DO SO AS WE BEGIN TO DEVELOP AND CONSTRUCT OUR FUTURE ENERGY AND TELECOMMUNICATIONS PROJECTS.***

We have generated substantial net losses and negative operating cash flows from operating activities since our operations commenced. We had accumulated losses of approximately \$4,554,300 from our inception through September 30, 2014.

We expect that our net losses will continue and our cash used in operating activities will grow during the next several years, as compared with prior periods, as we increase our development activities. Energy and telecommunications projects typically incur operating losses prior to commercial operation at which point the projects begin to generate positive operating cash flow. We also expect to incur additional costs, contributing to our losses and operating uses of cash, as we incur the incremental costs of operating as a fully reporting public company. Our costs may also increase due to factors such as higher than anticipated financing and other costs; increases in the costs of labor or materials; and major incidents or catastrophic events. If any of those factors occurs, our losses could increase significantly and the value of our common stock could decline. As a result, our net losses and accumulated deficit could increase significantly.

### ***WE DO NOT HAVE SUFFICIENT CASH ON HAND. IF WE DO NOT GENERATE SUFFICIENT REVENUES FROM SALES, AMONG OTHER FACTORS, WE WILL BE UNABLE TO CONTINUE OUR OPERATIONS.***

There is limited history upon which to base any assumption as to the likelihood that we will prove to be successful, and we may not be able to generate enough operating revenues or ever achieve profitable operations. If we are unsuccessful in addressing these risks, our business will be adversely affected.

### ***WE HAVE A LIMITED OPERATING HISTORY. IF WE ARE NOT SUCCESSFUL IN CONTINUING TO GROW THE BUSINESS, THEN WE MAY HAVE TO SCALE BACK OR EVEN CEASE ONGOING BUSINESS OPERATIONS.***

We have no history of revenues from operations. We have yet to generate positive earnings and there can be no assurance that we will ever operate profitably. Operations will be subject to all the risks inherent in the establishment of a developing enterprise, such as difficulties in commercializing our wind energy power generation plant and telecommunications business, and the uncertainties arising from the absence of a significant operating history. We may be unable to sign customer contracts or operate on a profitable basis. If the business plan is not successful, and we are not able to operate profitably, investors may lose some or all of their investment.

### ***IF WE ARE UNABLE TO OBTAIN ADDITIONAL FUNDING, BUSINESS OPERATIONS WILL BE HARMED, AND IF WE DO OBTAIN ADDITIONAL FINANCING THEN EXISTING SHAREHOLDERS MAY SUFFER SUBSTANTIAL DILUTION.***

Additional capital will be required to effectively support the operations and otherwise implement overall business strategy. We currently do not have any contracts or commitments for additional financing. There can be no assurance that financing will be available in amounts or on terms acceptable to us, if at all. The inability to obtain additional capital will restrict our ability to grow and may reduce our ability to continue to conduct business operations. If we are unable to obtain additional financing, we will likely be required to curtail and possibly cease operations. Any additional equity financing may involve substantial dilution to then existing shareholders.

### ***THE LOSS OF ONE OR MORE MEMBERS OF OUR SENIOR MANAGEMENT OR KEY EMPLOYEES MAY ADVERSELY AFFECT OUR ABILITY TO IMPLEMENT OUR STRATEGY.***

We depend on our experienced management team and the loss of one or more key executives could have a negative impact on our business. Our success depends to a significant extent upon the continued services of Mr. Jose P. Quiros, our Chief Executive Officer. The loss of the services of Mr. Quiros could have a material adverse effect on our growth, revenues, and prospective business. Mr. Quiros does have an employment agreement with the Company.

In order to successfully implement and manage our business plan, we will be dependent upon, among other things, successfully recruiting qualified managerial and company personnel having experience in the small wind turbine and telecommunications business. Competition for qualified individuals is intense. Additionally, because the wind industry is relatively new, there is a scarcity of top-quality employees with experience in the wind industry, including qualified technical personnel with significant experience in the design, development, manufacture and construction of wind power generation plants, and we may face challenges hiring and retaining these types of employees.

We also depend on our ability to retain and motivate key employees and attract qualified new employees. There can be no assurance that we will be able to retain existing employees or that we will be able to find, attract and retain qualified personnel on acceptable terms. If we lose a member of the management team or a key employee, we may not be able to replace him or her. Integrating new employees into our management team and training new employees with no prior experience in the wind industry could prove disruptive to our operations, require a disproportionate amount of resources and management attention and ultimately prove unsuccessful. An inability to attract and retain sufficient technical and managerial personnel could limit or delay our development efforts, which could have a material adverse effect on our business, financial condition and results of operations.

***WE NEED TO ESTABLISH AND MAINTAIN REQUIRED DISCLOSURE CONTROLS AND PROCEDURES AND INTERNAL CONTROLS OVER FINANCIAL REPORTING AND TO MEET THE PUBLIC REPORTING AND THE FINANCIAL REQUIREMENTS FOR OUR BUSINESS, WHICH WILL BE TIME CONSUMING FOR OUR MANAGEMENT.***

Our management has a legal and fiduciary duty to establish and maintain disclosure controls and control procedures in compliance with the securities laws, including the requirements mandated by the Sarbanes-Oxley Act of 2002. The standards that must be met for management to assess the internal control over financial reporting as effective are new and complex, and require significant documentation, testing and possible remediation to meet the detailed standards. Because we have limited resources, we may encounter problems or delays in completing activities necessary to make an assessment of our internal control over financial reporting, and other disclosure controls and procedures. In addition, the attestation process by our independent registered public accounting firm is new and we may encounter problems or delays in completing the implementation of any requested improvements and receiving an attestation of our assessment by our independent registered public accounting firm. If we cannot assess our internal control over financial reporting as effective or provide adequate disclosure controls or implement sufficient control procedures, or our independent registered public accounting firm is unable to provide an unqualified attestation report on such assessment, investor confidence and share value may be negatively impacted.

***IF WE CANNOT EFFECTIVELY MANAGE OUR INTERNAL GROWTH, OUR POTENTIAL BUSINESS PROSPECTS, REVENUES AND PROFIT MARGINS MAY SUFFER.***

If we fail to effectively manage our internal growth in a manner that minimizes strains on our resources, we could experience disruptions in our operations and ultimately be unable to generate revenues or profits. We expect that we will need to significantly expand our operations to successfully implement our business strategy. As we add manufacturing, marketing, sales and installation and build our infrastructure, we expect that our operating expenses and capital requirements will increase. To effectively manage our growth, we must continue to expend funds to improve our operational, financial and management controls and our reporting systems and procedures. In addition, we must effectively expand, train and manage our employee base. If we fail in our efforts to manage our internal growth, our prospects, revenue and profit margins may suffer.

***THE PRODUCTION OF WIND ENERGY DEPENDS HEAVILY ON SUITABLE WIND CONDITIONS. IF WIND CONDITIONS ARE UNFAVORABLE OR BELOW OUR ESTIMATES, OUR ELECTRICITY PRODUCTION, AND THEREFORE OUR REVENUES, MAY BE SUBSTANTIALLY BELOW OUR EXPECTATIONS.***

The electricity produced and revenues generated by a wind energy project depend heavily on wind conditions, which are variable and difficult to predict. Operating results for projects vary significantly from period to period depending on the wind resource during the periods in question. We base our decisions about which sites to develop in part on the findings of long-term wind and other meteorological studies conducted in the proposed area, which measure the wind's speed, prevailing direction and seasonal variations. Actual wind conditions, however, may not conform to the measured data in these studies and may be affected by variations in weather patterns, including any potential impact of climate change. Therefore, the electricity generated by our projects may not meet our anticipated production levels or the rated capacity of the turbines located there, which could adversely affect our business, financial condition and results of operations. If the wind resources at a project are below the average level we expect, our rate of return for the project would be below our expectations and we would be adversely affected. Projections of wind resources also rely upon assumptions about turbine placement, interference between turbines and the effects of vegetation, land use and terrain, which involve uncertainty and require us to exercise considerable judgment. We or our consultants may make mistakes in conducting these wind and other meteorological studies. Any of these factors could cause us to develop sites that have less wind potential than we had expected, or to develop sites in ways that do not optimize their potential, which could cause the return on our investment in these projects to be lower than expected.

If our wind energy assessments turn out to be wrong, our business could suffer a number of material adverse consequences, including:

- our energy production and sales may be significantly lower than we predict;
- any future hedging arrangements may be ineffective or more costly;
- we may not produce sufficient energy to meet future commitments to sell electricity as a result, we may have to pay damages; and
- our projects may not generate sufficient cash flow to make payments of principal and interest as they become due on any future project-related debt, and we may have difficulty obtaining financing for future projects.

***NATURAL EVENTS MAY REDUCE ENERGY PRODUCTION BELOW OUR EXPECTATIONS.***

A natural disaster, severe weather or an accident that damages or otherwise adversely affects any of our operations could have a material adverse effect on our business, financial condition and results of operations. Lightning strikes, icing, earthquakes, tornados, extreme wind, severe storms, wildfires and other unfavorable weather conditions or natural disasters could damage or require us to shut down our turbines or related equipment and facilities, impeding our ability to maintain and operate our facilities and decreasing electricity production levels and our revenues. Operational problems, such as degradation of turbine components due to wear or weather or capacity limitations on the electrical transmission network, can also affect the amount of energy we are able to deliver. Any of these events, to the extent not fully covered by insurance, could have a material adverse effect on our business, financial condition and results of operations.

***OPERATIONAL PROBLEMS MAY REDUCE ENERGY PRODUCTION BELOW OUR EXPECTATIONS.***

Spare parts for wind turbines and key pieces of electrical equipment may be hard to acquire or unavailable to us. Sources for some significant spare parts and other equipment are located outside of North America. If we were to experience a shortage of or inability to acquire critical spare parts, we could incur significant delays in returning facilities to full operation. In addition, we may not hold spare substation main transformers. These transformers are designed specifically for each wind energy project, and the current lead time to receive an order for this type of equipment is over eight months. If we had to replace any future substation main transformers, we could be unable to sell electricity from the affected wind energy project until a replacement is installed. That interruption to our business might not be fully covered by insurance.

***WE FACE COMPETITION PRIMARILY FROM OTHER RENEWABLE ENERGY SOURCES AND, IN PARTICULAR, OTHER WIND ENERGY COMPANIES.***

We believe our primary competitors are developers and operators focused on renewable energy generation, specifically wind energy companies. We will compete with other wind energy companies primarily for sites with good wind resources that can be built in a cost-effective manner. We will also compete for access to transmission or distribution networks. Because the wind energy industry in the United States is at an early stage, we will also compete with other wind energy developers for the limited pool of personnel with requisite industry knowledge and experience. Furthermore, in recent years, there have been times of increased demand for wind turbine related components, causing turbine suppliers to have difficulty meeting the demand. If these conditions return in the future, component manufacturers may give priority to other market participants, including our competitors, who may have resources greater than ours.

We compete with other renewable energy companies (and energy companies in general) for the financing needed to pursue our development plan. Once we have developed a project and put a project into operation, we may compete on price if we sell electricity into power markets at wholesale market prices. Depending on the regulatory framework and market dynamics of a region, we may also compete with other wind energy companies, as well other renewable energy generators, when we bid on or negotiate for a long-term PPA.

***WE WILL ALSO COMPETE WITH TRADITIONAL ENERGY COMPANIES.***

We will also compete with traditional energy companies. For example, depending on the regulatory framework and market dynamics of a region, we also compete with traditional electricity producers when we bid on or negotiate for a long-term PPA. Furthermore, technological progress in traditional forms of electricity generation (including technology that reduces or sequesters greenhouse gas emissions) or the discovery of large new deposits of traditional fuels could reduce the cost of electricity generated from those sources or make them more environmentally friendly, and as a consequence reduce the demand for electricity from renewable energy sources or render existing or future wind energy projects uncompetitive. Any of these developments could have a material adverse effect on our business, financial condition and results of operations.

***NEGATIVE PUBLIC OR COMMUNITY RESPONSE TO WIND ENERGY PROJECTS IN GENERAL OR OUR PROJECTS SPECIFICALLY CAN ADVERSELY AFFECT OUR ABILITY TO DEVELOP OUR WIND FARM PROJECTS.***

Negative public or community response to our wind energy projects can adversely affect our ability to develop, construct and operate our projects. This type of negative response can lead to legal, public relations and other challenges that impede our ability to meet our development and construction targets, achieve commercial operations for a project on schedule, address the changing needs of our projects over time, and generate revenues. If we are unable to develop, construct and operate the production capacity that we expect from our future development projects in our anticipated timeframes, it could have a material adverse effect on our business, financial condition and results of operations.

***WE NEED GOVERNMENTAL APPROVAL FROM THE COSTA RICAN GOVERNMENT AND PERMITS TO CONSTRUCT AND OPERATE OUR PROJECTS. ANY FAILURE TO PROCURE AND/OR MAINTAIN NECESSARY PERMITS WOULD ADVERSELY AFFECT ONGOING DEVELOPMENT, CONSTRUCTION AND CONTINUING OPERATION OF OUR PROJECTS.***

The design, construction and operation of wind energy projects are highly regulated, require various approvals from the government of Costa Rica and permits, including environmental approvals and permits, and may be subject to the imposition of related conditions that vary by jurisdiction. In some cases, these approvals and permits require periodic renewal, which we may not be able to successfully obtain. We cannot predict whether all permits required for a given project will be granted or whether the conditions associated with the permits will be achievable. The denial of a permit essential to a project or the imposition of impractical conditions would impair our ability to develop the project. In addition, we cannot predict whether the permits will attract significant opposition or whether the permitting process will be lengthened due to complexities and appeals. Delay in the review and permitting process for a project can impair or delay our ability to develop that project or increase the cost so substantially that the project is no longer attractive to us. In the future, we may experience delays in developing our future projects due to delays in obtaining non-appealable permits. If we were to commence construction in anticipation of obtaining the final, non-appealable permits needed for a project, we would be subject to the risk of being unable to complete the project if all the permits were not obtained. If this were to occur, we would likely lose a significant portion of our investment in the project and could incur a loss as a result. Any failure to procure and maintain necessary permits would adversely affect ongoing development, construction and continuing operation of our projects.

The regulatory environment in Costa Rica has proved to be unresponsive and capricious. Based on our dealings with their regulatory bodies, we have no reason to believe there is any timeframe in which we can expect to hear back regarding requests and the like. Consequently, there is uncertainty as to whether we will ever be able to pursue business opportunities there.

***OUR DEVELOPMENT ACTIVITIES AND OPERATIONS ARE SUBJECT TO NUMEROUS ENVIRONMENTAL, HEALTH AND SAFETY LAWS AND REGULATIONS.***

We are subject to numerous environmental, health and safety laws and regulations in each of the jurisdictions in which we intend to operate. These laws and regulations will require us to obtain approvals and maintain permits, undergo environmental impact assessments and review processes and implement environmental, health and safety programs and procedures to control risks associated with the citing, construction, operation and decommissioning of wind energy projects. For example, to obtain permits we could be required to undertake expensive programs to protect and maintain local endangered species. If such programs are not successful, we could be subject to penalties or to revocation of our permits. In addition, permits frequently specify permissible sound levels.

If we do not comply with applicable laws, regulations or permit requirements, we may be required to pay penalties or fines or curtail or cease operations of the affected projects. Violations of environmental and other laws, regulations and permit requirements, including certain violations of laws protecting migratory birds and endangered species, may also result in criminal sanctions or injunctions.

Environmental, health and safety laws, regulations and permit requirements may change or become more stringent. Any such changes could require us to incur materially higher costs than we have incurred to date. Our costs of complying with current and future environmental, health and safety laws, regulations and permit requirements, and any liabilities, fines or other sanctions resulting from violations of them, could adversely affect our business, financial condition and results of operations.

***WE WILL RELY ON TRANSMISSION LINES AND OTHER TRANSMISSION FACILITIES THAT ARE OWNED AND OPERATED BY THIRD PARTIES. WHEREVER WE DEVELOP OUR OWN GENERATOR LEADS, WE WILL BE EXPOSED TO TRANSMISSION FACILITY DEVELOPMENT AND CURTAILMENT RISKS, WHICH MAY DELAY AND INCREASE THE COSTS OF OUR PROJECTS OR REDUCE THE RETURN TO US ON THOSE INVESTMENTS.***

We will depend on electric transmission lines owned and operated by third parties to deliver the electricity we generate. Some of our projects may have limited access to interconnection and transmission capacity because there can be many parties seeking access to the limited capacity that may be available. We may not be able to secure access to this limited interconnection or transmission capacity at reasonable prices or at all. Moreover, a failure in the operation by third parties of these transmission facilities could result in our losing revenues because such a failure could limit the amount of electricity we deliver. In addition, our production of electricity may be curtailed due to third-party transmission limitations, reducing our revenues and impairing our ability to capitalize fully on a particular project's potential. Such a failure could have a material adverse effect on our business, financial condition and results of operations.

In certain circumstances, we may develop our own generator leads in the future from our projects to available electricity transmission or distribution networks when such facilities do not already exist. In some cases, these facilities may cover significant distances. To construct such facilities, we need approvals, permits and land rights, which may be difficult or impossible to acquire or the acquisition of which may require significant expenditures. We may not be successful in these activities, and our projects that rely on such generator lead development may be delayed, have increased costs or not be feasible. Our failure in operating these generator leads could result in lost revenues because it could limit the amount of electricity we are able to deliver. In addition, we may be required by law or regulation to provide service over our facilities to third parties at regulated rates, which could constrain transmission of our power from the affected facilities, or we could be subject to additional regulatory risks associated with being considered the owner of a transmission line.

***WE MAY BE UNABLE TO CONSTRUCT OUR WIND ENERGY PROJECTS ON TIME, AND OUR CONSTRUCTION COSTS COULD INCREASE TO LEVELS THAT MAKE A PROJECT TOO EXPENSIVE TO COMPLETE OR MAKE THE RETURN ON OUR INVESTMENT IN THAT PROJECT LESS THAN EXPECTED.***

There may be delays or unexpected developments in completing our future wind energy projects, which could cause the construction costs of these projects to exceed our expectations. We may suffer significant construction delays or construction cost increases as a result of a variety of factors, including, without limitation,:

- failure to manufacture turbines on the required schedule;
- failure to receive other critical components and equipment, including batteries, that meet our design specifications on schedule;
- failure to complete interconnection to transmission networks;
- failure to obtain all necessary rights to land access and use;
- failure to receive quality and timely performance of third-party services;
- failure to secure and maintain environmental and other permits or approvals;
- appeals of environmental and other permits or approvals that we obtain;
- failure to obtain capital to develop our planned wind farm projects;
- shortage of skilled labor;
- inclement weather conditions;
- adverse environmental and geological conditions; and
- *force majeure* or other events out of our control.

Any of these factors could give rise to construction delays and construction costs in excess of our expectations. This could prevent us from completing construction of a project, cause defaults under any potential financing agreements or under PPAs that require completion of project construction by a certain time, cause the project to be unprofitable for us, or otherwise impair our business, financial condition and results of operations.

***FUTURE LITIGATION OR ADMINISTRATIVE PROCEEDINGS RELATED TO OUR WIND FARM PROJECTS COULD HAVE A MATERIAL ADVERSE EFFECT ON OUR BUSINESS, FINANCIAL CONDITION AND RESULTS OF OPERATIONS.***

In the future, we may be involved in legal proceedings, administrative proceedings, claims and/or litigation that arise in the ordinary course of business of wind farm projects. Individuals and interest groups may sue to challenge the issuance of a permit for a wind energy project or seek to enjoin construction of a wind energy project. In addition, we may be subject to legal proceedings or claims contesting the construction or operation of future wind energy projects. Unfavorable outcomes or developments relating to any such proceedings, such as judgments for monetary damages, injunctions or denial or revocation of permits, could have a material adverse effect on our business, financial condition and results of operations.

***WE ARE NOT ABLE TO INSURE AGAINST ALL POTENTIAL RISKS AND MAY BECOME SUBJECT TO HIGHER INSURANCE PREMIUMS.***

Our wind energy division will be exposed to the risks inherent in the construction and operation of wind energy projects, such as breakdowns, manufacturing defects, natural disasters, terrorist attacks and sabotage, not all of which is insurable. We may also be exposed to environmental risks. We will have insurance policies covering certain risks associated with our business. However, any such insurance policies will not cover losses as a result of *force majeure*, natural disasters, terrorist attacks or sabotage, among other things. We do not expect to maintain insurance for certain environmental risks, such as environmental contamination with respect to our wind energy business. In addition, our insurance policies may be subject to annual review by our insurers and may not be renewed at all or on similar or favorable terms. A serious uninsured loss or a loss significantly exceeding the limits of our future insurance policies could have a material adverse effect on our business, financial condition and results of operations.

***WE FACE FORMIDABLE COMPETITION FROM NUMEROUS ESTABLISHED FIRMS THAT PROVIDE BOTH TRADITIONAL ENTERPRISE VOICE COMMUNICATIONS SOLUTIONS AS WELL AS PROVIDERS OF TECHNOLOGY RELATED TO BUSINESS COLLABORATION AND CONTACT CENTER SOLUTIONS; AS THESE MARKETS EVOLVE, WE EXPECT COMPETITION TO INTENSIFY AND EXPAND TO INCLUDE COMPANIES THAT DO NOT CURRENTLY COMPETE DIRECTLY AGAINST US.***

We compete against providers of both traditional enterprise voice communications solutions, as well as providers of technology related to business collaboration and contact center solutions. In addition, because the business collaboration market continues to evolve and technology continues to develop rapidly, we may face competition in the future from companies that do not currently compete against us, but whose current business activities may bring them into competition with us in the future. In particular, information technology and communications applications deployed on converged networks become more integrated to support business collaboration. We may face increased competition from current leaders in information technology infrastructure, information technology, consumer products companies, personal and business applications and the software that connects the network infrastructure to those applications. Several of our existing competitors have, and many of our future competitors may have, greater financial, personnel, technical, research and development and other resources, more well-established brands or reputations and broader customer bases and, as a result, these competitors may be in a stronger position to respond quickly to potential acquisitions and other market opportunities, new or emerging technologies and changes in customer requirements. Some of these competitors may have customer bases that are more geographically balanced and therefore, may be less affected by an economic downturn in a particular region. Other competitors may have deeper expertise in a particular stand-alone technology that develops more quickly than we anticipate. Competitors with greater resources also may be able to offer lower prices, additional products or services or other incentives. Industry consolidations may also create competitors with broader and more geographic coverage and the ability to reach enterprises through communications service providers. Existing customers of data networking companies that compete against us may be inclined to purchase enterprise communications solutions from their current data networking or software vendors. Additionally, as communications and data networks converge, we may face competition from systems integrators that traditionally have been focused on data network integration.

***RISKS RELATED TO THE TELECOMMUNICATIONS INDUSTRY - REGULATION OF IP-BASED NETWORKS AND COMMERCE IN THE UNITED STATES AND ELSEWHERE MAY INCREASE, COMPLIANCE WITH THESE REGULATIONS MAY BE TIME-CONSUMING, DIFFICULT AND COSTLY AND, IF WE FAIL TO COMPLY, OUR SALES MIGHT DECREASE.***

In general, the telecommunications industry is highly regulated. Regulatory treatment of VoIP telephony outside the United States varies from country to country and often the laws are unclear. We currently plan to distribute our products and services directly through resellers that may be subject to telecommunications regulations in their home countries. The failure by us or our resellers to comply with these laws and regulations could impact our business operations. Such regulations could include matters such as using or providing VoIP services or protocols, encryption technology and access charges for service providers. The adoption of such regulations could prohibit entry into a target market or force us to withdraw products in one or more jurisdictions. As a result, overall demand for our products could decrease and, at the same time, the cost of selling our products could increase, either of which, or the combination of both, could have a material adverse effect on our business, operating results and financial condition.

In addition, the convergence of the public switched telephone network, or PSTN, and IP-based networks could become subject to governmental regulation, including the imposition of access fees or other tariffs, and such regulation could adversely affect the market for our products and services. User uncertainty regarding future policies and regulations may also affect demand for communications products such as ours. We may be required, or we may otherwise deem it necessary or advisable, to alter our products to address actual or anticipated changes in the regulatory environment. Our inability to timely alter our products or address any regulatory changes may have a material adverse effect on our financial condition, results of operations or cash flows.

***WE MAY NOT BE ABLE TO COMPETE SUCCESSFULLY IN OUR HIGHLY COMPETITIVE INDUSTRIES, WHICH COULD ADVERSELY AFFECT OUR BUSINESS, RESULTS OF OPERATIONS AND FINANCIAL CONDITION.***

We face significant competition in many of the markets in which we do business and expect that this competition will intensify. The principal competitive factors in our business are range of service offerings, global capabilities and price and quality of services. In addition, we believe there has been an industry trend to move agent-based operations toward offshore sites. The trend toward international expansion by foreign and domestic competitors and continuous technological changes may erode profits by bringing new competitors into our markets and reducing prices. Our competitors' products, services and pricing practices, as well as the timing and circumstances of the entry of additional competitors into our markets, could adversely affect our business, results of operations and financial condition.

We rely on a combination of an internal sales effort and third party relationships to market our services. If we are unable to offset pricing declines through increased transaction volume and greater efficiency due to a failure of our sales efforts or otherwise, our business, results of operations and financial condition could be adversely affected.

***THE LOSS OF ONE OR MORE MEMBERS OF OUR SENIOR MANAGEMENT OR KEY EMPLOYEES MAY ADVERSELY AFFECT OUR ABILITY TO IMPLEMENT OUR STRATEGY.***

We depend on our experienced management team and the loss of one or more key executives could have a negative impact on our business. Our success depends to a significant extent upon the continued services of Mr. Jose P. Quiros, our Chief Executive Officer. The loss of the services of Mr. Quiros could have a material adverse effect on our growth, revenues, and prospective business. Mr. Quiros does have an employment agreement with the Company.

We also depend on our ability to retain and motivate key employees and attract qualified new employees. There can be no assurance that we will be able to retain existing employees or that we will be able to find, attract and retain qualified personnel on acceptable terms. If we lose a member of the management team or a key employee, we may not be able to replace him or her. Integrating new employees into our management team and training new employees with no prior experience in the wind industry could prove disruptive to our operations, require a disproportionate amount of resources and management attention and ultimately prove unsuccessful. An inability to attract and retain sufficient technical and managerial personnel could limit or delay our development efforts, which could have a material adverse effect on our business, financial condition and results of operations.

#### **RISKS RELATED TO COMMON STOCK**

***POTENTIAL FUTURE FINANCINGS MAY DILUTE THE HOLDINGS OF OUR CURRENT SHAREHOLDERS.***

In order to provide capital for the operation of our business, in the future we may enter into financing arrangements. These arrangements may involve the issuance of new shares of common stock, preferred stock that is convertible into common stock, debt securities that are convertible into common stock or warrants for the purchase of common stock. Any of these items could result in a material increase in the number of shares of common stock outstanding, which would in turn result in a dilution of the ownership interests of existing common shareholders. In addition, these new securities could contain provisions, such as priorities on distributions and voting rights, which could affect the value of our existing common stock.

***WE CURRENTLY DO NOT INTEND TO PAY DIVIDENDS ON OUR COMMON STOCK. AS A RESULT, YOUR ONLY OPPORTUNITY TO ACHIEVE A RETURN ON YOUR INVESTMENT IS IF THE PRICE OF OUR COMMON STOCK APPRECIATES.***

We currently do not expect to declare or pay dividends on our common stock. In addition, in the future we may enter into agreements that prohibit or restrict our ability to declare or pay dividends on our common stock. As a result, your only opportunity to achieve a return on your investment will be if the market price of our common stock appreciates and you sell your shares at a profit.

***YOU MAY EXPERIENCE DILUTION OF YOUR OWNERSHIP INTEREST DUE TO THE FUTURE ISSUANCE OF ADDITIONAL SHARES OF OUR COMMON STOCK.***

We are in a capital intensive business and we do not have sufficient funds to finance the growth of our natural gas, oil and wind energy divisions of our business or the construction costs of our development projects or to support our projected capital expenditures. As a result, we will require additional funds from future equity or debt financings, including tax equity financing transactions or sales of preferred shares or convertible debt, to complete the development of new projects and pay the general and administrative costs of our business. We may in the future issue our previously authorized and unissued securities, resulting in the dilution of the ownership interests of holders of our common stock. We are currently authorized to issue 2,600,000,000 shares of common stock and 1,401,925,000 shares of preferred stock with preferences and rights as determined by our board of directors. The potential issuance of such additional shares of common stock or preferred stock or convertible debt may create downward pressure on the trading price of our common stock. We may also issue additional shares of common stock or other securities that are convertible into or exercisable for common stock in future public offerings or private placements for capital raising purposes or for other business purposes. The future issuance of a substantial number of common shares into the public market, or the perception that such issuance could occur, could adversely affect the prevailing market price of our common shares. A decline in the price of our common shares could make it more difficult to raise funds through future offerings of our common shares or securities convertible into common shares.

***THERE IS CURRENTLY A LIMITED PUBLIC MARKET FOR OUR COMMON STOCK. FAILURE TO DEVELOP OR MAINTAIN A TRADING MARKET COULD NEGATIVELY AFFECT ITS VALUE AND MAKE IT DIFFICULT OR IMPOSSIBLE FOR YOU TO SELL YOUR SHARES.***

There has been a limited public market for our common stock and an active public market for our common stock may never develop. Failure to develop or maintain an active trading market could make it difficult for you to sell your shares or recover any part of your investment in us. Even if a market for our common stock does develop, the market price of our common stock may be highly volatile. In addition to the uncertainties relating to future operating performance and the profitability of operations, factors such as variations in interim financial results or various, as yet unpredictable, factors, many of which are beyond our control, may have a negative effect on the market price of our common stock.

***“PENNY STOCK” RULES MAY MAKE BUYING OR SELLING OUR COMMON STOCK DIFFICULT.***

If the market price for our common stock is below \$5.00 per share, trading in our common stock will be subject to the “penny stock” rules. The SEC has adopted regulations that generally define a penny stock to be any equity security that has a market price of less than \$5.00 per share, subject to certain exceptions. These rules would require that any broker-dealer that would recommend our common stock to persons other than prior customers and accredited investors, must, prior to the sale, make a special written suitability determination for the purchaser and receive the purchaser’s written agreement to execute the transaction. Unless an exception is available, the regulations would require the delivery, prior to any transaction involving a penny stock, of a disclosure schedule explaining the penny stock market and the risks associated with trading in the penny stock market. In addition, broker-dealers must disclose commissions payable to both the broker-dealer and the registered representative and current quotations for the securities they offer. The additional burdens imposed upon broker-dealers by such requirements may discourage broker-dealers from effecting transactions in our common stock, which could severely limit the market price and liquidity of our common stock.



## ITEM 2. FINANCIAL INFORMATION.

This prospectus contains forward-looking statements, which relate to future events or our future financial performance. In some cases, you can identify such forward-looking statements by terminology such as “may,” “should,” “expects,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” “potential,” or “continue” or the negative of these terms or other comparable terminology. Future filings with the SEC, future press releases and future oral or written statements made by us or with our approval that are not statements of historical fact may also contain forward-looking statements. Because such statements include risks and uncertainties, many of which are beyond our control, actual results may differ materially from those expressed or implied by such forward-looking statements. Some of the factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements are set forth in this section entitled “Financial Information” and elsewhere throughout this Form 10.

*The following Management’s Discussion and Analysis of Financial Condition or Results of Operations (“MD&A”) of STL Marketing Group, Inc. provides an analysis of the Company’s financial statements for the three and nine-month periods ended September 30, 2014.*

*The following information is supplementary to, and should be read in conjunction with the audited consolidated financial statements and notes thereto included elsewhere in this registration statement on Form 10. The discussion below contains forward-looking statements that involve risks and uncertainties. For additional information regarding some of these risks and uncertainties, please read “Forward Looking Statements” and Item 1A “Risk Factors” included elsewhere in this registration statement on Form 10.*

## PLAN AND OPERATIONS

### Plan of Operation

The Company’s efforts through the period ending September 30, 2014 and for the next 12 months are focused on the following two key areas: (i) continuing efforts to pursue the proposed Power Purchase Agreement (“PPA”) to begin generating renewable wind energy in Costa Rica, and (ii) the initiation of our telecommunications business focused on the distribution and sales of VoIP telecommunications equipment (“PBX Systems”)

### Efforts to Finalize the Power Purchase Agreement

In December 2012, we received an official letter affirming our PPA proposal from the Compañía Nacional de Fuerza y Luz (“CNFL”) issued and signed by its General Manager and filed with the Securities and Exchange Commission on July 30, 2013 (the “PPA Letter”). In 2013, based on the PPA Letter and ongoing meetings with the CNFL, the Company had its personnel in Costa Rica providing additional technical and tender information in an effort to finalize the PPA. However, since November 2013, the Costa Rica presidential elections were in process and our progress was delayed.

The Costa Rica presidential elections resulted in Mr. Luis Guillermo Solis becoming the President of Costa Rica (as the candidate from the Partido Accion Ciudadana or PAC). We believed Mr. Solis, as a candidate, took a very favorable position to the generation of electricity by private enterprises as part of an overall solution to the energy crisis of the country. However, since his election, President Solis has since appointed the new Grupo ICE Chairman and CEO whom we believe opposes any private generation of electricity. Further complicating matters, the General Manager who issued us the PPA Letter from CNFL, was unexpectedly removed from office. In fact, a great majority of the CNFL executive staff, who the Company believes was key in its efforts to finalize the PPA have been removed and replaced.

As a result, the Board has reached out to CNFL and requested a meeting with the new General Manager to move forward on our PPA proposal as reflected in the PPA Letter. The Company will also be exploring alternatives to CNFL, including the possibility of a 7200/7508 license (maximum of 20MW). At this time, it is unclear on how these changes affect our progress to date. Due to the governmental changes in Costa Rica, we may have to reinitiate the process with CNFL.

In the interim, the Company has cut its operating costs in Costa Rica by approximately \$13,000 per month. Most of the professional studies and technical assessments for the PPA have been paid for and will continue to be applicable in the future leaving minimal costs for us to continue pursuing the PPA. Additionally, the Company believes that all of the services related to the PPA can be easily reinstated or expanded as needed.

In October 2014, the Company met with representatives of CNFL and has also met with a variety of business and government officials to gather more information on the eighteen-month review of private generation in Costa Rica. We believe from these meetings that there is a possibility that the delay may be less than the announced eighteen months and that the Company may be allowed to continue its PPA work in 2016. The Company is cautiously optimistic about this possibility and is continuing its political work to ensure we are up to date and fully informed. We believe the political pressure to address rising energy costs is becoming a point of concern for the new administration. For now, the Company continues to operate in Costa Rica at reduced staff levels.

### PhoneSuite Solutions, Inc.

On May 29, 2014, the Board of Directors (the “Board”) of STL Marketing Group, Inc. (the “Company”) approved the formation of PhoneSuite Solutions, Inc. (“PSS”), as a Delaware corporation and a wholly owned subsidiary of the Company. On June 16, 2014, the Board approved the issuance of one-hundred (100) shares of common stock of PSS to the Company (the “Subsidiary Shares”). The Subsidiary Shares represent 100% of the authorized shares of common stock of PSS.

On June 24, 2014, PSS, as the Company’s wholly owned subsidiary, entered into a Strategic Alliance and Distribution Agreement (the “Agreement”) with Call Management Products, Inc. (“CMP”), a Colorado corporation in the business of designing, manufacturing, marketing, and selling telecommunications products. The Agreement provides that PSS will establish a dealer network and market and sell CMP’s products both internationally and in the United States (the “Territory”). In the domestic market PSS will market to the general business market, excluding the hospitality and assisted living verticals. Internationally, PSS may sell to all markets and develop both the hospitality and general business marketplaces.

We believe that in 2016 PhoneSuite Solutions, Inc. will begin to generate revenue, add dealers, and follow through with our goal to gain financial independence. We are actively pursuing sales leads and are in discussion with at least one major chain to enlist PSS for all its overseas properties based on a master contract with CMP. Because our overhead is very small, we only need two or three sales each month to maintain profitability. We believe that this should ease dependence on fundraising over the near term and lessen our need for the current funding mechanisms.

### Results of Operations

#### *For the three months ended September 30, 2014 and 2013*

For the three months ended September 30, 2014 and 2013, the Company reported a net loss of \$(158,282) and \$(982,052), respectively. The change in net (loss) between the periods ended September 30, 2014 and 2013 is primarily attributed to derivative liabilities.

Operating expenses increased by roughly 1% during the three months ended September 30, 2014, as compared to the three months ended September 30, 2013. The net \$1,916 increase in operating expenses is primarily attributed to the following changes in operating expenses: increase in compensation of \$3,919 due to the inclusion of payroll taxes, decrease in professional fees of \$9,129 related to legal services required in Costa Rica and a increase in general and administrative of \$7,126 related in the marketing and web development of the Company's new development into the PBX market.

The Company is still a development stage company and therefore has no revenues to date.

#### ***For the nine months ended September 30, 2014 and 2013***

For the periods ended September 30, 2014 and 2013, the Company reported a net loss of \$(521,138) and \$(1,395,101), respectively. The change in net loss between the periods ended September 30, 2014 and 2013 is due to a decrease in derivative liabilities.

Operating expenses decreased by roughly 4% during the nine months ended September 30, 2014, as compared to the nine months ended September 30, 2013. The \$21,765 decrease in operating expenses is primarily attributed to the following changes in operating expenses: increase in compensation of \$13,425 due to the inclusion of payroll taxes, increase in professional fees of \$64,216 and decrease in general and administrative of \$99,406 primarily related in elimination of reclassifying outside service fees of \$75,000, as well an overall decrease in expenses including rent and outside service fees.

The Company is still a development stage company and therefore has no revenues to date.

#### **Liquidity and Capital Resources**

As of September 30, 2014, we had a working deficit of \$5,064,400 as compared to December 31, 2013 of \$5,402,299 a decrease of \$337,900. The decrease in working deficit for the period ended September 30, 2014, is primarily attributed to an increase in the Company's assets deferred offering costs of \$59,136, as well as an increase in liabilities related to accrued payables and accrued liabilities of \$126,647, additional convertible notes, net of discount of \$242,745 and a decrease in notes payable of \$57,100, settlement and stock liabilities of \$9,652, as well as in derivative liabilities of \$576,818.

Net cash used in operating activities for the nine months ended September 30, 2014 and 2013, was \$(312,173) and \$(271,973), respectively. The net loss for the nine months ended September 30, 2014 and 2013 was \$(521,138) and \$(1,395,101), respectively.

Net cash provided by investing activities for the nine months ended September 30, 2014 was \$2,758, as compared to the nine months ended September 30, 2013 was \$14,806.

Net cash provided by all financing activities for the nine months ended September 30, 2014 was \$314,000, as compared to \$257,075 for the nine months ended September 30, 2013. During the nine month period ended September 30, 2014, the Company sold notes for the proceeds of \$314,000.

The estimated working capital requirement for the next twelve months is \$250,000. Due to the operations of PhoneSuite Solutions, Inc., the Company anticipates additional infrastructure and human resources.

As reflected in the accompanying financial statements, the Company has a net loss and net cash used in operations of \$521,138 and \$312,173, respectively, for the nine months ended September 30, 2014.

The Company will require additional funding to finance its operations and its milestones. There can be no assurance that financing will be available or that the Company will be able to achieve its milestones.

Our auditors have expressed substantial doubt about the Company's ability to continue as a "going concern". The Company plans to raise additional debt and/or equity financing to allow us the ability to cover our current cash flow requirements and meet our obligations as they become due. There can be no assurances that financing will be available or if available, that it will be under favorable terms. In the event that we are unable to generate adequate revenues to cover expenses and cannot obtain additional financing in the near future, we may need to cease operations or seek protection under bankruptcy laws. These financial statements do not include any adjustments that might result from the uncertainty as to whether we will continue as a "going concern". Our ability to continue status as a "going concern" is dependent upon our generating cash flow sufficient to fund operations. If we continue incurring losses and fail to achieve profitability, we may have to cease our operations. Our business plan may not be successful in addressing these issues.

#### **Recent Accounting Pronouncements**

There are no recent accounting pronouncements that are expected to have an effect on the Company's financial statements.

#### **Critical Accounting Policies**

Our financial statements and related public financial information are based on the application of accounting principles generally accepted in the United States ("GAAP"). GAAP requires the use of estimates; assumptions, judgments and subjective interpretations of accounting principles that have an impact on the assets, liabilities, revenues and expense amounts reported. These estimates can also affect supplemental information contained in our external disclosures including information regarding contingencies, risk and financial condition. We believe our use of estimates and underlying accounting assumptions adhere to GAAP and are consistently and conservatively applied. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. Actual results may differ materially from these estimates under different assumptions or conditions. We continue to monitor significant estimates made during the preparation of our financial statements.

Our significant accounting policies are summarized in Note 2 of our financial statements. While all these significant accounting policies impact our financial condition and results of operations, we view certain of these policies as critical. Policies determined to be critical are those policies that have the most significant impact on our financial statements and require management to use a greater degree of judgment and estimates. Actual results may differ from those estimates. Our management believes that given current facts and circumstances, it is unlikely that applying any other reasonable judgments or estimate methodologies would cause effect on our consolidated results of operations, financial position or liquidity for the periods presented in this report.

We believe the following critical accounting policies and procedures, among others, affect our more significant judgments and estimates used in the preparation of our consolidated financial statements:

**Use of Estimates** - The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Such estimates and assumptions impact, among others, the following: allowance for bad debt, inventory obsolescence, the fair value of share-based payments.

**Making estimates** requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the financial statements, which management considered in formulating its estimate could change in the near term due to one or more future confirming events. Accordingly, the actual results could differ significantly from our estimates.

**Stock-Based Compensation** - The Company accounts for stock-based compensation in accordance with ASC Topic 718, “Accounting for Stock-Based Compensation” established financial accounting and reporting standards for stock-based employee compensation. It defines a fair value based method of accounting for an employee stock option or similar equity instrument. The Company accounts for compensation cost for stock option plans in accordance with ASC 718. The Company accounts for share based payments to non-employees in accordance with ASC 505-50 “Accounting for Equity Instruments Issued to Non-Employees for Acquiring, or in Conjunction with Selling, Goods or Services”.

The Company recognizes all forms of share-based payments, including stock option grants, warrants and restricted stock grants, at their fair value on the grant date, which are based on the estimated number of awards that are ultimately expected to vest.

Share based payments, excluding restricted stock, are valued using a Black-Scholes option pricing model. Share based payment awards issued to non-employees for services rendered are recorded at either the fair value of the services rendered or the fair value of the share-based payment, whichever is more readily determinable. The grants are amortized on a straight-line basis over the requisite service periods, which is generally the vesting period. If an award is granted, but vesting does not occur, any previously recognized compensation cost is reversed in the period related to the termination of service. Stock based compensation expenses are included in cost of goods sold or Selling, general and administrative expenses, depending on the nature of the services provided, in the Statement of Operations.

When computing fair value of share based payments, the Company has considered the following variables:

- The risk-free interest rate assumption is based on the U.S. Treasury yield for a period consistent with the expected term of the option in effect at the time of the grant.
- The Company has not paid any dividends on common stock since its inception and does not anticipate paying dividends on its common stock in the foreseeable future.
- The expected warrant term is the contractual term of the warrant.

**Off Balance Sheet Arrangements:**

We do not have any off-balance sheet arrangements, financings, or other relationships with unconsolidated entities or other persons, also known as “special purpose entities” (SPEs).

**ITEM 3. PROPERTIES.**

Currently, we are headquartered in Colorado Springs, Colorado and operate our main office located at 10 Boulder Crescent, Suite 102, Colorado Springs, CO 80903. The office is approximately 973 square feet. The original lease including operating building costs increased to \$1,135 per month in November 2012 and ended on October 31, 2013. On November 13, 2013, the Company entered into a second rental amendment to the original lease agreement by and between G. Douglas and Janis Wasson and Engelage Real Estate One, LLC, (Landlord) and Versant Corporation, (Tenant), dated October 15, 2010. The lease expires on November 14, 2016. Not including operating building costs, the minimum base rent schedule is \$694.08 per month for the year beginning November 15, 2013, \$742.66 per month for the year beginning November 15, 2014, and \$794.65 per month for the year beginning November 15, 2015.

Energia Renovable Versant SRL, the Company’s subsidiary, has a lease agreement in Guanacaste, Costa Rica for its wind development project. The lease agreement is not effective until “the moment the Company starts generating electricity.” The term of the lease is for 25 years and is for over 5,300 hectares (over 13,000 acres) of land with a proven wind resource according to our AEP Report. The lease states that cost will be equivalent to 4% of the potential energy generated and sold from the facility. No other payments are required for the lease. If we are unable to generate electricity on the site the lease agreement will not become effective. If we are unsuccessful in executing the PPA, we may have to cease our business operations. The Board believes this Lease Agreement is material due to the term and size of the land contracted for with a proven wind resource.

**ITEM 4. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT.**

The following table summarizes certain information regarding the beneficial ownership (as such term is defined in Rule 13d-3 under the Securities Exchange Act of 1934) of outstanding Common Stock and Preferred Stock as of February 17, 2015, by (i) each person known by us to be the beneficial owner of more than 5% of the outstanding Common Stock, (ii) each of our directors, (iii) each of our named executive officers (as defined in Item 403(a) of Regulation S-K under the Securities Act), and (iv) all executive officers and directors as a group. Except as indicated in the footnotes below, the security and stockholders listed on the following page possess sole voting and investment power with respect to their shares.

<b>Common Stock (4)</b>	<b>Series A Preferred Stock (4)</b>	<b>Series B Preferred Stock (4)</b>	<b>Series C Preferred Stock (4)</b>	<b>All Stock</b>
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Name and Address of Beneficial Owner (1)(2)	Number of Shares Owned	Percent of Class	Number of Shares Owned	Percent of Class	Number of Shares Owned	Percent of Class	Number of Shares Owned	Percent of Class
								11.05% of Common Stock
Versant I, Inc. (3)	100,000,000	11.05%	1,400,000,000	100%			1,500,000,000	100% of Series B Preferred Stock
Jaime L. Kniep								0%
Pedro Quiros								0%
All Directors and Executive Officers as a Group	100,000,000	11.05%	1,400,000,000	100%				12.52% of Common Stock
								100% of Series B Preferred Stock

(1) Except as otherwise indicated, the persons named in this table have sole voting and investment power with respect to all shares of common stock shown as beneficially owned by them, subject to community property laws where applicable and to the information contained in the footnotes to this table. Unless otherwise stated, the address of all beneficial owners is 10 Boulder Crescent, Suite 102, Colorado Springs, CO 80903.

(2) Pursuant to Rules 13d-3 and 13d-5 of the Exchange Act, beneficial ownership includes any shares as to which a shareholder has sole or shared voting power or investment power, and also any shares which the shareholder has the right to acquire within 60 days, including upon exercise of common shares purchase options or warrants. There are 904,673,206 shares of common stock, 1,800,000 shares of Series A Preferred Stock, 1,400,000,000 shares of Series B Preferred stock and 0 shares of series C Preferred Stock, respectively, issued and outstanding as of February 17, 2015 including securities exercisable or convertible into shares of Common Stock within sixty (60) days hereof for each stockholder.

(3) The shares held by Versant I, Inc. are owned by Jose P. Quiros, our Chief Executive Officer.

(4) The Common Stock, Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock have voting rights of 1 vote per share, 1 vote per share, 1.6 votes per share and 0 votes per shares, respectively.

#### ITEM 5. DIRECTORS, EXECUTIVE OFFICERS.

The following table contains information with respect to our directors and executive officers. To the best of our knowledge, none of our directors or executive officers has an arrangement or understanding with any other person pursuant to which he or she was selected as a director or officer. All directors hold office until the next annual meeting of stockholders or until their successors have been elected and qualified.

Name	Age	Position
Jose P. Quiros	47	Chief Executive Officer, Director
Jaime L. Kniep	37	Chief Financial Officer, Director
Ing. Pedro P. Quiros	76	Director

#### Jose P. Quiros, age 47 – Chief Executive Officer

Mr. Quiros has worked at a variety of industries and companies from start-ups to Fortune 1000 companies. He has operated companies in the UK, Dubai, India, Russia and the US. Most recently, Mr. Quiros was the Chief Operating Officer for CETIS, a telecommunications manufacturer from 2006 through 2010. While at CETIS, he undertook a multi continent expansion and completed two successful mergers and acquisitions.

Mr. Quiros received two Bachelor of Science from Barry University in Miami. He holds degrees in Economics/ Finance & International Business Management and graduated Summa Cum Laude. Mr. Quiros also attended the University of Miami School of Law.

**Ing. Pedro P. Quiros, age 76, Director**

Ing. Pedro P. Quiros (“Ing. Quiros”), began his career as a high level executive at the Instituto Costarricense de Electricidad (ICE). Over the past 50 years, he has had a varied career where he worked at a variety of multinational corporations such as Ascom-Timeplex, ITT, Harris Corporation, General Electric and GTECH to name a few. He has operated, restructured and started companies in more than a dozen countries including telecommunications systems in Saudi Arabia, Jordan, Brazil and Colombia. Most recently, Ing. Quiros served, from 2006 through 2010, as the Chief Executive Officer & Chairman of the *Instituto Costarricense de Electricidad* (Grupo ICE) where he oversaw that company’s telecommunications and electrical utilities companies. ICE has revenue of \$1 billion, over twenty thousand employees and is Costa Rica’s predominant state owned telecommunications and energy company.

Ing. Quiros received his Bachelor’s Degree in Mathematics from St. Michael’s College, Vermont, (magna cum laude) and Bachelor’s Degree Electrical Engineering degree from Purdue University, Indiana.

**Mrs. Jaime L. Kniep, age 37, Chief Financial Officer**

Ms. Kniep has focused her career in business management and accounting. She has worked for several companies directly handling their financials, daily accounting practices and overall internal procedures. From 2000 to 2010, Ms. Kniep served in a variety of roles and rose to be the Financial Controller for CETIS, Inc., a manufacturer of telecommunications equipment, where she managed \$30 mm in revenues. In this role, she managed four offices containing a staff of ten accountants, bookkeepers, and administrative people on three continents.

Ms. Kniep attended Utah State University where she majored in Accounting.

**Family Relationships.**

The Chairman of the Board, Mr. Ing. Pedro P. Quiros is the father of our Chief Executive Officer, Mr. Jose P. Quiros.

**Audit Committee**

The Board of Directors has not established any committees and acts as the Audit Committee for the Company.

**ITEM 6. EXECUTIVE COMPENSATION.**

Compensation of Officers

The following is a table detailing compensation made to the Company’s executive officers, including annual cash salaries paid to officers of the Company’s subsidiaries, for the last two fiscal years ending December 31.

### Summary Compensation Table

Name and Principal Position	Year	Salary(\$)	Bonus (\$)	Stock Awards (\$)	Option Awards(\$)	Nonequity Incentive Plan Compensation (\$)	Nonqualified Deferred Compensation Earnings (\$)	All Other Compensation (\$)	Total(\$)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
Jose P. Quiros President and Chief Executive Officer	2014	\$ 130,000	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 130,000
	2013	\$ 130,000	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 130,000
	2012	\$ 130,000	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 130,000
Jaime L. Kniep Chief Financial Officer	2014	\$ 100,000	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 100,000
	2013	\$ 100,000	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 100,000
	2012	\$ 100,000	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 100,000

### Actual Salary Paid and Accrued

Name and Principal Position	Year	Salary(\$)	Paid each Year(\$)	Accrued Salary for the Year (\$)
Jose P. Quiros President and Chief Executive Officer	2014	\$ 130,000	\$ 57,758.82	\$ 72,241.18
	2013	\$ 130,000	\$ 47,180.61	\$ 82,819.39
	2012	\$ 130,000	\$ 5,000.00	\$ 125,000
Jaime L. Kniep Chief Financial Officer	2014	\$ 100,000	\$ 8,431.50	\$ 81,568.50
	2013	\$ 100,000	\$ 45,000	\$ 55,000
	2012	\$ 100,000	\$ 5,000.00	\$ 95,000

The above salaries are often not paid or partially paid. Since inception, no executive officer has received full compensation in any year and any unpaid salary has been accrued.

We currently do not have any retirement, pension, profit-sharing, stock options or insurance programs for the benefit of our employees.

Members of the Company's Board of Directors receive a stipend of \$100 per meeting per director.

As of the date of this Registration Statement, the Company has not granted any stock options.

#### Employment Contracts

Currently, the Company has employment contracts with Mr. Jose P. Quiros and Mrs. Jaime L. Kniep.

#### Mr. Jose Quiros

Effective October 15, 2012, the Company and Mr. Jose P Quiros, our President and Chief Executive Officer, entered into a five (5) year employment agreement, which provides for an annual salary of \$130,000. Under such agreement, Mr. Quiros shall administer, supervise, manage and control the business development of the Company and conduct day to day managerial duties as are customary for such a position. The Company will provide Mr. Quiros with medical dental and life insurance. The Company will reimburse of all his reasonable and necessary travel, entertainment or other related expenses incurred by him in carrying out his duties and responsibilities under the agreement.

The Company may terminate Mr. Quiros with or without cause upon thirty (30) days written notice. In the event that Mr. Quiros is terminated without cause all compensation owed to him will be due immediately upon such termination. During the term of his employment, Mr. Quiros will not work for or provide any services in any capacity to any competitor during the term of his employment and for (1) year thereafter.

#### Mrs. Jaime L. Kniep.

Effective October 15, 2012, the Company and Mrs. Jaime L Kniep, our Chief Financial Officer, entered into a five (5) year employment agreement, which provides for an annual salary of \$100,000. Under such agreement, Mrs. Kniep shall perform such duties as are customary with her position including, but not limited to, managing the Company's finances and reviewing and preparing financials statements. The Company will provide Mrs. Kniep with medical dental and life insurance. The Company will reimburse of all her reasonable and necessary travel, entertainment or other related expenses incurred by him in carrying out her duties and responsibilities under the agreement.

The Company may terminate Mrs. Kniep with or without cause upon thirty (30) days written notice. In the event that Mrs. Kniep is terminated without cause all compensation owed to her will be due immediately upon such termination. During the term of her employment, Mrs. Kniep will not work for or provide any services in any capacity to any competitor during the term of her employment and for (1) year thereafter.

## ITEM 7. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The Chairman of the Board, Mr. Ing. Pedro P. Quiros is the father of our Chief Executive Officer, Mr. Jose P. Quiros.

The Company incurred consulting expenses to a company, which is owned by a board member, and for the periods ending September 30, 2014 and September 30, 2013, the amounts were \$75,000 and \$112,500 respectively. These consulting expenses correlate to the setup of the wind farm operation in Costa Rica.

The Company executed various promissory notes to related parties since inception. No new notes were issued for the period ending September 30, 2014.

The notes had the following terms:

- Maturing in 3 months to 1 year;
- Non-interest bearing
- Unsecured
- Default interest rate at 6%, per annum;

During the nine months ended September 30, 2014 and the year ended December 31, 2013, the Company repaid \$0 and \$2,925 respectively leaving a balance of \$73,949 and \$73,949 respectively. The Company is currently in default on all of these notes.

Debt under these obligations at September 30, 2014 and December 31, 2013 is as follows:

	September 30, 2014	December 31, 2013
Notes payable	\$ 73,949	\$ 73,949
Less: Current maturities	(73,949)	(73,949)
Notes payable, net of Current maturities	\$ —	\$ —

## ITEM 8. LEGAL PROCEEDINGS.

### *Grupo Aldesa Arbitration*

In 2012, the Company filed an arbitration claim with the “Centro Internacional de Conciliacion y Arbitraje” or “CICA” alleging that Grupo Aldesa, S.A., its then investment bank, withheld \$195,400 of investor funds from the Company in mid-2011 for its own use and benefit and contrary to the executed agreement between the companies. The case claims that Aldesa received funds from two investors and remitted 50% of those funds and keeping the balance without authorization. Additionally, the Company did not notify the Federal Bureau of Investigation (FBI), as well as, the State Attorney General of both Delaware and Colorado in mid-2012. Grupo Aldesa appealed to the Sala Primera de la Corte Suprema (the Supreme Court over these types of legal matters) in October of 2012 claiming CICA did not have subject matter jurisdiction or the right to adjudicate the case. In a strongly worded opinion Sala Primera rejected Aldesa’s appeal in the Company’s favor. CICA has received the official notice from the Sala Primera regarding the opinion and has taken up the case from where we were before the appeal.

### *Section 3(a)(10) Exchange*

On March 19, 2014, the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida (the “Court”), entered an order (the “Order”) approving, among other things, the fairness of the terms and conditions of an exchange pursuant to Section 3(a)(10) of the Securities Act of 1933, as amended (the “Securities Act”), in accordance with a stipulation of settlement (the “Settlement Agreement”) between STL Marketing Group, Inc., a Colorado corporation (the “Company”), and Tarpon Bay Partners, LLC, a Florida limited liability company (“Tarpon”), in the matter entitled Tarpon Bay Partners, LLC v. STL Marketing Group, Inc., Case No. 2014-CA-278 (the “Action”). Tarpon commenced the Action against the Company on February 6, 2014 to recover an aggregate of \$519,281.96 of past-due accounts payable of the Company, which Tarpon had purchased from certain service providers of the Company pursuant to the terms of separate receivable purchase agreements between Tarpon and each of such vendors (the “Assigned Accounts”), plus fees and costs (the “Claim”). The Assigned Accounts relate to certain legal, accounting, and financial services. The Order provides for the full and final settlement of the Claim and the Action. The Settlement Agreement became effective and binding upon the Company and Tarpon upon execution of the Order by the Court on March 19, 2014.

Pursuant to the terms of the Settlement Agreement approved by the Order, the Company shall issue and deliver to Tarpon shares (the “Settlement Shares”) of the Company’s common stock, \$0.001 par value (the “Common Stock”) in one or more tranches as necessary, and subject to adjustment and ownership limitations, sufficient to generate proceeds such that the aggregate Remittance Amount (as defined in the Settlement Agreement) equals the Claim. Increasing the number of shares issued and outstanding will necessarily dilute existing shareholders. In addition, pursuant to the terms of the Settlement Agreement, the Company issued to Tarpon a convertible promissory note in the principal amount of Twenty Five Thousand Dollars (\$25,000) (the “Note”).

The Settlement Agreement provides that in no event shall the number of shares of Common Stock issued to Tarpon or its designee in connection with the Settlement Agreement, when aggregated with all other shares of Common Stock then beneficially owned by Tarpon and its affiliates (as calculated pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the rules and regulations thereunder), result in the beneficial ownership by Tarpon and its affiliates (as calculated pursuant to Section 13(d) of the Exchange Act and the rules and regulations thereunder) at any time of more than 9.99% of the Common Stock.

Furthermore, the Settlement Agreement provides that, for so long as Tarpon or any of its affiliates hold any Settlement Shares, neither the Company nor any of its affiliates shall, without the prior written consent of Tarpon (which may not be unreasonably withheld): (1) vote any shares of Common Stock owned or controlled by it (unless voting in favor of a proposal approved by a majority of the Company’s Board of Directors), (2) or solicit any proxies or seek advise or influence any person with respect to any voting securities of the Company; in favor of (i) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries, (ii) a sale or transfer of a material amount of assets of the Company or any of its subsidiaries, (iii) causing a class of securities of the Company to be

delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association, (iv) causing a class of equity securities of the Company to become eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934, as amended, (v) taking any action which would impede the purposes and objects of the Settlement Agreement or (vi) taking any action, intention, plan or arrangement similar to any of those enumerated above.

**ITEM 9. MARKET PRICE OF AND DIVIDENDS ON THE REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS.**

**Market Information.**

While there is no established public trading market for our common stock, our common stock is quoted on the Pink Sheets under the symbol SLTK. The following table sets forth the high and low bid prices for our common stock reported by the Pink Sheets for the periods indicated below. These quotations reflect inter-dealer prices, without retail mark-up, mark-down or commission and may not necessarily represent actual transactions.

	Price Range Per Share	
	High (\$)	Low (\$)
<u>Year Ending December 31, 2014</u>		
First Quarter	0.0105	0.009
Second Quarter	0.0025	0.0017
Third Quarter	0.0005	0.0004
Fourth Quarter	0.0001	0.0001
<u>Year Ending December 31, 2013</u>		
First Quarter	0.0160	0.0022
Second Quarter	0.0180	0.0035
Third Quarter	0.0179	0.0051
Fourth Quarter	0.0239	0.0088
<u>Year Ending December 31, 2012</u>		
First Quarter	0.0040	0.0013
Second Quarter	0.0040	0.0011
Third Quarter	0.0100	0.0010
Fourth Quarter	0.0299	0.0015



As of February 10, 2015, we have 904,673,206 shares of common stock outstanding. All of these shares were issued in transactions exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and therefore are treated as "restricted securities." Our shares of common stock are currently listed on the OTC Markets, OTC Pink.

The ability of individual stockholders to trade their shares in a particular state may be subject to various rules and regulations of that state. A number of states require that an issuer's securities be registered in their state or appropriately exempted from registration before the securities are permitted to trade in that state. Presently, we have no plans to register our securities in any particular state. Further, our shares may be subject to the provisions of Section 15(g) and Rule 15g-9 of the Exchange Act, commonly referred to as the "penny stock" rule. Section 15(g) sets forth certain requirements for transactions in penny stocks and Rule 15g-9(d)(1) incorporates the definition of penny stock as the definition used in Rule 3a51-1 of the Exchange Act.

The SEC generally defines penny stock to be any equity security that has a market price less than \$5.00 per share, subject to certain exceptions. Rule 3a51-1 provides that any equity security is considered to be a penny stock unless that security is: registered and traded on a national securities exchange meeting specified criteria set by the SEC; authorized for quotation on The NASDAQ Stock Market; issued by a registered investment company; excluded from the definition on the basis of price (at least \$5.00 per share) or the issuer's net tangible assets; or exempted from the definition by the SEC. Broker-dealers who sell penny stocks to persons other than established customers and accredited investors (generally persons with assets in excess of \$1,000,000 or annual income exceeding \$200,000 by an individual, or \$300,000 together with his or her spouse), are subject to additional sales practice requirements.

For transactions covered by these rules, broker-dealers must make a special suitability determination for the purchase of such securities and must have received the purchaser's written consent to the transaction prior to the purchase. Additionally, for any transaction involving a penny stock, unless exempt, the rules require the delivery, prior to the first transaction, of a risk disclosure document relating to the penny stock market. A broker-dealer also must disclose the commissions payable to both the broker-dealer and the registered representative, and current quotations for the securities. Finally, monthly statements must be sent to clients disclosing recent price information for the penny stocks held in the account and information on the limited market in penny stocks. Consequently, these rules may restrict the ability of broker-dealers to trade and/or maintain a market in our common stock and may affect the ability of stockholders to sell their shares.

#### **Holders**

As of February 17, 2015, we had 194 shareholders of common stock per our transfer agent's shareholder list.

#### **Dividends**

We have not paid any cash dividends to date and do not anticipate or contemplate paying any dividends in the foreseeable future. It is the present intention of our management to utilize all available funds for the growth of our business.

#### **Equity Compensation Plan Information**

We currently do not have an equity compensation plan.

#### **ITEM 10. RECENT SALES OF UNREGISTERED SECURITIES.**

Common Stock has 2,600,000,000 shares authorized at \$0.001 par value. Subject to the foregoing provisions, dividends may be declared on the Common Stock, and each Share of Common Stock shall entitle the holder thereof to one vote in all proceedings in which action shall be taken by stockholders of the Corporation.

*For the nine months ended September 30, 2014 the following Common Stock has been issued:*

3,846,154 Restricted Common Stock to Iconic Holdings, LLC. of Bethesda, MD. Stock was issued against the agreement for an Equity Line of Credit of up to five million dollars (\$5,000,000). This is the first of two tranches for their commitment fee of the contract.

1,833,000 Restricted Common Stock to Uptick Capital, LLC. of Stamford, CT. Stock was issued against services for consulting in strategic planning initiatives to enhance and accelerate the commercialization of the Company's business objectives.

41,656,963 Common Stock the Holder of various convertible notes that converted \$32,500 in principal and \$1,300 in accrued interest for a note with the maturity date of August 2014.

176,088,000 Common Stock to Tarpon Bay Partners, LLC., pursuant to Section 3(a)(10) of the Securities Act of 1933, stated by the Circuit Court of the Second Judicial Circuit in Florida.

44,284,604 Common Stock the Holder of various convertible notes that converted \$42,500 in principal and \$1,700 in accrued interest for a note with the maturity date of October 2014.

127,033,879 Common Stock the Holder of various convertible notes that converted \$32,500 in principal and \$1,300 in accrued interest for a note with the maturity date of December 2014.

52,000,000 Common Stock the Holder of a convertible note that converted \$9,360 in principal and \$0 in accrued interest for a note with the maturity date of September 2014.

12,600,000 Common Stock (Restricted) to Investor News Source Consulting, LLC. for services rendered during a two-month period.

The securities described above were not registered under the Securities Act of 1933 (the "Securities Act"). Such issuance of securities was exempt from registration under the safe harbor provided by Regulation D Rule 506 and Section 4(2) of the Securities Act. We made this determination in part based on the representations of investors, which included, in pertinent part, that such investors were sophisticated as defined in Rule 506(b)(2)(ii) of Regulation D, and upon such further representations from the investors that (a) the Investor is acquiring the securities for his, her or its own account for investment and not for the account of any other person and not with a view to or for distribution, assignment or resale in connection with any distribution within the meaning of the Securities Act, (b) the Investor agrees not to sell or otherwise transfer the purchased securities unless they are registered under the Securities Act and any applicable state securities laws, or an exemption or exemptions from such registration are available, (c) the Investor either alone or together with its representatives has knowledge and experience in financial and business matters such that he, she or it is capable of evaluating the merits and risks of an investment in us, and (d) the Investor has no need for the liquidity in its investment in us and could afford the complete loss of such investment. Our determination is made based further

upon our action of (a) making written disclosure to each Investor in the Subscription Agreement prior to the closing of sale that the securities have not been registered under the Securities Act and therefore cannot be resold unless they are registered or unless an exemption from registration is available, (b) making written descriptions of the securities being offered, the use of the proceeds from the offering and any material changes in the Company's affairs that are not disclosed in the documents furnished, and (c) placement of a legend on the certificate that evidences the securities stating that the securities have not been registered under the Securities Act and setting forth the restrictions on transferability and sale of the securities, and upon such inaction of the Company of any general solicitation or advertising for securities herein issued in reliance upon Regulation D Rule 506 and Section 4(2) of the Securities Act.

## **ITEM 11. DESCRIPTION OF REGISTRANT'S SECURITIES TO BE REGISTERED.**

### **Common Stock and Preferred Stock**

The Company is authorized by its Certificate of Incorporation to issue an aggregate of 4,001,925,000 shares of capital stock, of which 2,600,000,000 are shares of common stock, par value \$0.001 per share (the "Common Stock"), and 1,800,000 are shares of Series A preferred stock, par value \$1.00 per share, 1,400,000,000 are shares of Series B preferred stock, par value \$0.001 per share, and 125,000 are shares of Series C preferred stock, par value \$0.001 per share (collectively the "Preferred Stock"). As of February 17, 2015, 904,673,206 shares of Common Stock, 1,800,000 shares of Series A Preferred Stock, and 1,400,000,000 shares of Series B Preferred Stock were issued and outstanding.

#### **(1) Common Stock**

The holders of our Common Stock (i) have equal ratable rights to dividends from funds legally available therefore, when, as and if declared by our Board of Directors; (ii) are entitled to share ratably in all of our assets available for distribution to holders of common stock upon liquidation, dissolution or winding up of our affairs; (iii) do not have pre-emptive, subscription or conversion rights and there are no redemption or sinking fund provisions or rights; and (iv) are entitled to one non-cumulative vote per share on all matters on which shareholders may vote.

The shares of our Common Stock are not subject to any future call or assessment and all have equal voting rights. There are no special rights or restrictions of any nature attached to any of the shares of our Common Stock and they all rank at equal rate or "paripassu", or each with the other, as to all benefits, which might accrue to the holders of the shares of our Common Stock. All registered shareholders are entitled to receive a notice of any general annual meeting to be convened.

At any general meeting, subject to the restrictions on joint registered owners of shares of our Common Stock, on a showing of hands, every shareholder who is present in person and entitled to vote has one vote, and on a poll every shareholder has one vote for each share of our Common Stock of which he is the registered owner and may exercise such vote either in person or by proxy. Holders of shares of our Common Stock do not have cumulative voting rights, which means that the holders of more than 50% of the outstanding shares, voting for the election of directors, can elect all of the directors to be elected, if they so choose, and, in such event, the holders of the remaining shares will not be able to elect any of our directors.

#### **(2) Preferred Stock**

Our Board of Directors is authorized to issue 1,401,925,000 shares of preferred stock in one or more series, from time to time, with each such series to have such designation, relative rights, preferences or limitations as shall be stated and expressed in the resolution or resolutions providing for the issue of such series adopted by the Board of Directors, subject to the limitations prescribed by law and in accordance with the provisions of our Certificate of Incorporation, the Board of Directors being expressly vested with authority to adopt any such resolution or resolutions.

Shares of voting or convertible preferred stock could be issued, or rights to purchase such shares could be issued, to create voting impediments or to frustrate persons seeking to effect a takeover or otherwise gain control of our Company. The ability of the Board to issue such additional shares of preferred stock, with rights and preferences it deems advisable, could discourage an attempt by a party to acquire control of our Company by tender offer or other means. Such issuances could therefore deprive shareholders of benefits that could result from such an attempt, such as the realization of a premium over the market price for their shares in a tender offer or the temporary increase in market price that such an attempt could cause.

#### **Series A Convertible Preferred Stock**

As of February 17, 2015, 1,800,000 shares of our Series A Preferred Stock (the "Series A Preferred") have been designated, of which 1,800,000 are issued and outstanding and held by five shareholders. Each share of the Series A Preferred has one vote per share and the holder(s) of the Series A Preferred shall have the right to vote with the holders of the Company's Common Stock on all matters that are submitted to the Company's stockholders. Each share of the Series A Preferred Stock shall be entitled to a 10% preferred annual dividend on Par (\$0.10 per share) non-cumulative on any dividends, whether ordinary or liquidating that may be declared or paid by this Company. At the option of the holder of the Series A Preferred, each share of the Series A Preferred may be converted into the Company's common stock at any time and from time to time after March 1, 2018. The Series A Preferred does not contain any sinking fund provisions.

#### **Series B Convertible Preferred Stock**

As of February 17, 2015, 1,400,000,000 shares of our Series B Preferred Stock have been designated, of which all are issued and outstanding and held by one shareholder. Each share of the Series B Preferred Stock (the "Series B Preferred") shall have a 1.6 votes per share and shall be entitled to any non-preferred dividends, whether ordinary or liquidating, that may be declared or paid by the Company. The Series Preferred do not have contain any sinking fund provisions and have no conversion rights.

#### **Series C Convertible Preferred Stock**

As of February 17, 2015, 125,000 shares of our Series C Preferred Stock (the "Series C Preferred") have been designated, of which none are currently issued and outstanding. The Series C Preferred do not have voting rights and are not entitled to any dividends. The Series C preferred do not contain any sinking fund provisions.

At the option of the holder of the Series C Preferred, each share of the Series C Preferred may be converted into the Company's Common Stock at a 50% discount to the average of the lowest three (3) trading prices in the ten trading days immediately prior to the date upon which the Series C Preferred is converted.

#### **Transfer Agent and Registrar**

The Company's transfer agent is VStock Transfer, LLC, 18 Lafayette Place Woodmere, New York 11598. VStock Transfer, LLC is registered under the Exchange Act and is a Securities and Exchange Commission ("SEC") approved transfer agent, under the regulatory authority of the SEC.

#### **ITEM 12. INDEMNIFICATION OF DIRECTORS AND OFFICERS.**

Our directors and officers are indemnified to the fullest extent as provided by the Colorado corporate law. We have agreed to indemnify each of our directors and certain officers against certain liabilities, including liabilities under the Securities Act. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons pursuant to the provisions described above, or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than our payment of expenses incurred or paid by our director, officer or controlling person 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 registered, 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 it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

We have been advised that in the opinion of the SEC indemnification for liabilities arising under the Securities Act is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities is asserted by one of our directors, officers, or controlling persons in connection with the securities being registered, we will, unless in the opinion of our legal counsel the matter has been settled by controlling precedent, submit the question of whether such indemnification is against public policy to a court of appropriate jurisdiction. We will then be governed by the court's decision.

ITEM 13. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

STL Marketing Group, Inc. & Subsidiaries  
Condensed Consolidated Balance Sheets

	<u>September 30, 2015</u> (Unaudited)	<u>December 31, 2014</u>
<b>Assets</b>		
<b>Current Assets</b>		
Cash	\$ 4,961	\$ 102
Deferred offering costs	-	84,070
<b>Total Current Assets</b>	<b>4,961</b>	<b>84,172</b>
<b>Property and Equipment, net</b>	<b>4,112</b>	<b>5,755</b>
<b>Other Assets</b>		
Security deposits	1,135	1,135
<b>Total Assets</b>	<b>\$ 10,208</b>	<b>\$ 91,062</b>
<b>Liabilities and Stockholders' Deficit</b>		
<b>Current Liabilities:</b>		
Accounts payable and accrued liabilities, including \$702,570 and \$579,120 salaries due to officers, respectively	\$ 1,254,811	\$ 1,062,173
Accrued liabilities and accounts payable - related party	425,861	385,677
Notes payable - related party	121,446	42,751
Liabilities payable in shares	114,500	114,500
Liability settlement	18,681	18,681
Notes payable	60,000	60,000
Convertible notes payable, net of discount	1,015,558	978,069
Derivative liabilities	3,236,372	2,439,998
<b>Total Liabilities</b>	<b>6,247,229</b>	<b>5,101,849</b>
<b>Commitments and Contingencies</b>		
<b>Stockholders' Deficit</b>		
Class A - Preferred Stock, 10% of Par Value, Non-Cumulative, \$1.00 Par Value, 1,800,000 Shares Authorized, 1,800,000 Shares Issued and outstanding	1,800,000	1,800,000
Class B - Preferred Stock, \$0.001 Par Value, 1,400,000,000 Shares Authorized, 1,400,000,000 Shares Issued and outstanding	1,400,000	1,400,000
Class C - Preferred Stock, \$0.001 Par Value, 125,000 Shares Authorized, Zero Shares Issued and Outstanding	-	-
Common Stock, \$0.001 Par Value, 2,600,000,000 Shares Authorized, 866,507,801 Shares Issued and Outstanding at September 30, 2015, 59,764,239 Issued and Outstanding at December 31, 2014	866,508	59,764
Additional paid in capital - Preferred Stock	(232,000)	(232,000)
Discount on Preferred Stock	(2,466,999)	(2,466,999)
Additional paid in capital - Common Stock	599,851	1,305,726
Accumulated Deficit	(8,204,381)	(6,877,278)
<b>Total Stockholders' Deficit</b>	<b>(6,237,021)</b>	<b>(5,010,787)</b>
<b>Total Liabilities and Stockholders' Deficit</b>	<b>\$ 10,208</b>	<b>\$ 91,062</b>

See accompanying notes to the condensed consolidated financial statements

**STL Marketing Group, Inc. & Subsidiaries**  
**Condensed Consolidated Statements of Operations**

	For the Three Months Ended		For the Nine Months Ended	
	September 30, 2015 (Unaudited)	September 30, 2014 (Unaudited)	September 30, 2015 (Unaudited)	September 30, 2014 (Unaudited)
<b>Revenues</b>	\$ -	\$ -	\$ -	\$ -
<b>Cost of revenues</b>	-	-	-	-
<b>Gross profit</b>	-	-	-	-
<b>Operating expenses</b>				
Compensation	61,899	61,419	186,405	185,925
Professional fees	23,424	22,120	88,728	228,561
Selling, general and administrative	7,858	71,532	111,106	105,376
<b>Total operating expenses</b>	<u>93,181</u>	<u>155,071</u>	<u>386,239</u>	<u>519,862</u>
<b>Loss from operations</b>	<u>(93,181)</u>	<u>(155,071)</u>	<u>(386,239)</u>	<u>(519,862)</u>
<b>Other income (expense):</b>				
Interest expense	(46,407)	(263,359)	(203,489)	(568,087)
Loss on settlement liability	-	(36,337)	-	(78,193)
Change in fair value of derivative liabilities	(29,559)	600,826	(870,433)	1,170,770
Gain on extinguishment of derivative liabilities	-	-	287,635	-
Private placement costs	-	(304,342)	(154,577)	(525,766)
<b>Other income (expense) - net</b>	<u>(75,966)</u>	<u>(3,211)</u>	<u>(940,864)</u>	<u>(1,276)</u>
<b>Net Loss</b>	<u>\$ (169,147)</u>	<u>\$ (158,282)</u>	<u>\$ (1,327,103)</u>	<u>\$ (521,138)</u>
Net loss per common share - basic and diluted	<u>\$ (0.00)</u>	<u>\$ (0.00)</u>	<u>\$ (0.00)</u>	<u>\$ (0.00)</u>
Weighted average common shares outstanding - basic and diluted	<u>866,507,801</u>	<u>386,302,419</u>	<u>483,549,766</u>	<u>237,058,602</u>

See accompanying notes to the condensed consolidated financial statements

**STL Marketing Group, Inc. & Subsidiaries**  
**Condensed Consolidated Statements of Stockholders' Deficit**  
**For the period from January 1, 2015 to September 30, 2015**

	Preferred Stock, Class A Par Value \$1.00		Preferred Stock, Class B Par Value \$0.001		Additional Paid-In Capital Preferred Stock	Discount on Preferred Stock	Common Stock, Class B Par Value \$0.001		Additional Paid-In Capital Common Stock	Accumulated Deficit	Total
	Shares	Amount	Shares	Amount			Shares	Amount			
<b>Balance January 1, 2015</b>	1,800,000	\$1,800,000	1,400,000,000	\$1,400,000	\$ (232,000)	\$(2,466,999)	59,764,239	\$ 59,764	\$ 1,305,726	\$ (6,877,278)	\$(5,010,787)
Shares issued for conversion of notes payable	-	-	-	-	-	-	806,743,562	806,744	(705,876)	-	100,868
Net Loss	-	-	-	-	-	-	-	-	-	(1,327,103)	(1,327,103)
<b>Balance September 30, 2015 (Unaudited)</b>	<u>1,800,000</u>	<u>\$1,800,000</u>	<u>1,400,000,000</u>	<u>\$1,400,000</u>	<u>\$ (232,000)</u>	<u>\$(2,466,999)</u>	<u>866,507,801</u>	<u>\$866,508</u>	<u>\$ 599,851</u>	<u>\$ (8,204,381)</u>	<u>\$(6,237,021)</u>

See accompanying notes to the condensed consolidated financial statements

**STL Marketing Group, Inc. & Subsidiaries**  
**Condensed Consolidated Statements of Cash Flows**

	For the Nine Months Ended	
	September 30, 2015	September 30, 2014
	(Unaudited)	(Unaudited)
<b>Cash Flows From Operating Activities:</b>		
Net Loss	\$ (1,327,103)	\$ (521,138)
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation and amortization	1,643	1,568
Stock based compensation	-	66,500
Deferred offering costs	84,070	-
Amortization of debt discount	136,069	349,940
Change in fair value of derivative liabilities	870,433	(1,170,770)
Private placement costs	154,577	509,902
Amortization of deferred offering costs	-	15,864
Financing fees	-	78,193
Gain on extinguishment of derivative liabilities	(287,635)	-
Debt converted below par	-	143,816
<b>Changes in operating assets and liabilities:</b>		
Security deposits	-	-
Accounts payable and accrued liabilities	194,926	147,047
Accounts payable - related party	40,184	66,906
<b>Net Cash Used in Operating Activities</b>	<b>(132,836)</b>	<b>(312,172)</b>
<b>Cash Flows From Investing Activities:</b>		
Purchase of property and equipment	-	(640)
Security deposits	-	3,398
<b>Net Cash Provided by Investing Activities</b>	<b>-</b>	<b>2,758</b>
<b>Cash Flows From Financing Activities:</b>		
Proceeds from related party notes payable	83,695	-
Payment of related party notes payable	(5,000)	-
Proceeds from convertible notes	59,000	314,000
<b>Net Cash Provided by Financing Activities</b>	<b>137,695</b>	<b>314,000</b>
<b>Net increase cash</b>	<b>4,859</b>	<b>4,586</b>
Cash at beginning of period	102	717
<b>Cash at end of period</b>	<b>\$ 4,961</b>	<b>\$ 5,303</b>
<b>Supplemental disclosure of non-cash investing and financing activities:</b>		
Conversion of convertible notes into common stock	\$ 98,580	\$ 116,860
Conversion of accrued interest on convertible note into common stock	\$ 2,288	\$ -
Note payable issued for deferred offering costs	\$ -	\$ 25,000
Common stock issued for deferred offering costs	\$ -	\$ 50,000
Liabilities settled in connection with the Liabilities Purchase Agreement	\$ -	\$ 164,758

See accompanying notes to the condensed consolidated financial statements

**STL Marketing Group, Inc. & Subsidiaries**  
**Notes to the Condensed Consolidated Financial Statements**  
**For the three and nine months ended September 30, 2015 and 2014**  
**(Unaudited)**

**Note 1 – Nature of Operations and Summary of Significant Accounting Policies**

**Nature of Operations**

The Company has recently added the sale and distribution of PBX equipment (VoIP technology) to its original focus in the development of renewable energy projects. As a result, our business is the sales and distribution of VoIP PBXs under the brand name PhoneSuite, as well as the prospective sale of electricity through a wind park to a government owned utility company in Costa Rica.

On October 15, 2012, STL Marketing Group, Inc. (“STLK”, the “Company”) entered into a merger agreement with Versant Corporation, a Delaware corporation (“Versant”). In January 2013 the respective Boards of Versant and STLK approved a Share Exchange Plan (“SEP”) and as a result, on February 4, 2013: (1) the holders of STLK Preferred A and Preferred C Series stock returned their shares to treasury; (2) STLK’s Preferred Series A, B and C were restructured and amended to reflect the SEP; (3) Versant Class A shareholders exchanged 1,800,000 shares of Versant Class A shares for 1,800,000 shares of STLK Series A Preferred Convertible Stock; (4) Versant’s shareholders exchanged 1,000 shares of Versant Class X common shares for 1,400,000,000 shares of STLK Series B Preferred Stock; (5) Versant’s shareholders exchanged 200,003 shares of Class B common stock for convertible notes in STLK and 6,666,667 shares of STLK’s common stock; and (6) Versant issued 7,500,000 shares of Class B common shares to STLK shareholders, granting them 100% of the common shares in Versant. Upon finalization of the merger, Versant’s shareholders held 100,120,000 shares or 98.26% of the combined entity.

As the owners and management of Versant had voting and operating control of the Company after the merger, the transaction was accounted for as a recapitalization with Versant deemed the acquiring company for accounting purposes, and the Company deemed the legal acquirer. Due to the change in control, the consolidated financial statements reflect the historical results of Versant prior to the merger and that of the consolidated Company following the merger. Common Stock and the corresponding capital amounts of the Company pre-merger have been retroactively restated as of the earliest periods presented as capital stock reflecting the exchange ratio in the merger.

STLK was a “shell company” prior to the merger and did not conduct an active trade or business. Because it was a shell company at the time of the Merger, we filed a general form for registration under Form 10 under the Securities Exchange Act of 1934, as amended.

**Summary of Significant Accounting Policies**

*Basis of Presentation of Unaudited Condensed Financial Information*

The unaudited condensed financial statements of the Company for the nine months ended September 30, 2015 and 2014 have been prepared in accordance with accounting principles generally accepted in the United States of America for interim financial information and pursuant to the requirements for reporting on Form 10-Q and Regulation S-K. Accordingly, they do not include all the information and footnotes required by accounting principles generally accepted in the United States of America for complete financial statements. However, such information reflects all adjustments (consisting solely of normal recurring adjustments), which are, in the opinion of management, necessary for the fair presentation of the financial position and the results of operations. Results shown for interim periods are not necessarily indicative of the results to be obtained for a full fiscal year. The balance sheet information as of December 31, 2014 was derived from the audited financial statements included in the Company’s financial statements as of and for the year ended December 31, 2014 included in the Company’s Annual Report on Form 10-K filed with the Securities and Exchange Commission (the “SEC”) on April 22, 2015. These financial statements should be read in conjunction with that report.



**STL Marketing Group, Inc. & Subsidiaries**  
**Notes to the Condensed Consolidated Financial Statements**  
**For the three and nine months ended September 30, 2015 and 2014**  
**(Unaudited)**

Use of Estimates and Assumptions

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The more significant estimates and assumptions by management include, among others, the accrual of potential liabilities, and the assumptions used in valuing derivatives and share-based instruments issued for services and financing. Actual results could differ from those estimates.

Fair Value of Financial Instruments

The fair value of our financial assets and liabilities reflects our estimate of amounts that we would have received in connection with the sale of the assets or paid in connection with the transfer of the liabilities in an orderly transaction between market participants at the measurement date. In connection with measuring the fair value of our assets and liabilities, we seek to maximize the use of observable inputs (market data obtained from independent sources) and to minimize the use of unobservable inputs (internal assumptions about how market participants would price assets and liabilities). The following fair value hierarchy is used to classify assets and liabilities based on the observable inputs and unobservable inputs used in order to value the assets and liabilities:

- Level 1 Quoted market prices available in active markets for identical assets or liabilities as of the reporting date.
- Level 2 Pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.
- Level 3 Pricing inputs that are generally unobservable inputs based on the Company's assumptions and not corroborated by market data.

The Company's financial instruments consist principally of cash, accounts payable, accrued liabilities, and notes payable. The carrying amounts of such financial instruments in the accompanying balance sheets approximate their fair values due to their relatively short-term nature. It is management's opinion that the Company is not exposed to any significant currency or credit risks arising from these financial instruments.

As of September 30, 2015 and December 31, 2014, the Company's condensed consolidated balance sheets included the fair value of derivative liabilities of \$3,236,372 and \$2,439,998, respectively, which was based on Level 2 measurements.

Share-Based Compensation

The Company periodically issues stock options and warrants to employees and non-employees in non-capital raising transactions for services and for financing costs. The Company accounts for stock option and warrant grants issued and vesting to employees based on the authoritative guidance provided by the Financial Accounting Standards Board (FASB) whereas the value of the award is measured on the date of grant and recognized over the vesting period. The Company accounts for stock option and warrant grants issued and vesting to non-employees in accordance with the authoritative guidance of the FASB whereas the value of the stock compensation is based upon the measurement date as determined at either a) the date at which a performance commitment is reached, or b) at the date at which the necessary performance to earn the equity instruments is complete. Non-employee stock-based compensation charges generally are amortized over the vesting period on a straight-line basis. In certain circumstances where there are no future performance requirements by the non-employee, option grants are immediately vested and the total stock-based compensation charge is recorded in the period of the measurement date.

**STL Marketing Group, Inc. & Subsidiaries**  
**Notes to the Condensed Consolidated Financial Statements**  
**For the three and nine months ended September 30, 2015 and 2014**  
**(Unaudited)**

Reverse Stock Split

In October 2014, the Company's board of directors and stockholders approved an amended and restated certificate of incorporation to affect a reverse split of shares of our common stock at a 1-for-15 ratio. The reverse split became effective in March 2015. The par value and the authorized shares of the common and convertible preferred stock were not adjusted as a result of the reverse split. All issued and outstanding common stock and per share amounts contained in the financial statements have been retroactively adjusted to reflect this reverse split for all periods presented.

Net Income/(Loss) per Common Share

Basic earnings per share ("EPS") is computed by dividing net loss available to common stockholders by the weighted average number of common shares outstanding during the period, excluding the effects of any potentially dilutive securities. Diluted EPS gives effect to all potentially dilutive shares of common stock outstanding during the period including stock options or warrants, using the treasury stock method (by using the average stock price for the period to determine the number of shares assumed to be purchased from the exercise of stock options or warrants), and convertible debt or convertible preferred stock, using the if-converted method.

At September 30, 2015 and 2014, we excluded the outstanding securities summarized below, which entitle the holders thereof to acquire shares of common stock as their effect would have been anti-dilutive:

Common stock equivalents are as follows:

	<u>September 30, 2015</u>	<u>September 30, 2014</u>
Convertible Debt	31,546,431,115	9,292,898,942
Liability to be paid in shares	545,000,000	872,093
Liability to be paid in shares (30% discount)	<u>1,003,812,571</u>	<u>285,715,200</u>
Common stock equivalents	<u><u>33,095,243,686</u></u>	<u><u>9,579,486,235</u></u>

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers*. ASU 2014-09 is a comprehensive revenue recognition standard that will supersede nearly all existing revenue recognition guidance under current U.S. GAAP and replace it with a principle based approach for determining revenue recognition. ASU 2014-09 will require that companies recognize revenue based on the value of transferred goods or services as they occur in the contract. The ASU also will require additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. ASU 2014-09 is effective for interim and annual periods beginning after December 15, 2017. Early adoption is permitted only in annual reporting periods beginning after December 15, 2016, including interim periods therein. Entities will be able to transition to the standard either retrospectively or as a cumulative-effect adjustment as of the date of adoption. The Company is in the process of evaluating the impact of ASU 2014-09 on the Company's financial statements and disclosures.

In August 2014, the FASB issued Accounting Standards Update No. 2014-15, *Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern*, which provides guidance on determining when and how to disclose going-concern uncertainties in the financial statements. ASU 2014-15 requires management to perform interim and annual assessments of an entity's ability to continue as a going concern within one year of the date the financial statements are issued. An entity must provide certain disclosures if conditions or events raise substantial doubt about the entity's ability to continue as a going concern. ASU 2014-15 is effective for annual periods ending after December 15, 2016, and interim periods thereafter, with early adoption permitted. The Company is currently evaluating the impact the adoption of ASU 2014-15 on the Company's financial statements and disclosures.

**STL Marketing Group, Inc. & Subsidiaries**  
**Notes to the Condensed Consolidated Financial Statements**  
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**(Unaudited)**

Other recent accounting pronouncements issued by the FASB, including its Emerging Issues Task Force, the American Institute of Certified Public Accountants, and the Securities and Exchange Commission did not or are not believed by management to have a material impact on the Company's present or future consolidated financial statements.

**Note 2 – Going Concern**

The accompanying condensed consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the settlement of liabilities and commitments in the normal course of business. As reflected in the accompanying consolidated financial statements, the Company has not yet generated significant revenues and has incurred recurring net losses. During the nine month period ended September 30, 2015, the Company incurred a net loss of \$1,327,103 and used cash in operations of \$132,836. These factors raise substantial doubt about the Company's ability to continue as a going concern. The ability of the Company to continue as a going concern is dependent upon the Company's ability to raise additional funds and implement its business plan. The financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern. In addition, the Company's independent registered public accounting firm, in its report on the Company's December 31, 2014 financial statements, has raised substantial doubt about the Company's ability to continue as a going concern.

At September 30, 2015, the Company had cash on hand in the amount of \$4,961. Management estimates that the current funds on hand will not be sufficient to continue operations. Management is currently seeking additional funds, primarily through the issuance of debt and equity securities for cash to operate our business, and estimates that a significant amount of capital will be necessary to advance the development of our projects to the point at which they will become commercially viable.

No assurance can be given that any future financing will be available or, if available, that it will be on terms that are satisfactory to the Company. Even if the Company is able to obtain additional financing, it may contain undue restrictions on our operations, in the case of debt financing or cause substantial dilution for our stock holders, in case of equity financing. The ability of the Company to continue as a going concern is dependent on management's plans, which include further implementation of its business plan and continuing to raise funds through debt and/or equity raises.

**Note 3 – Notes Payable**

	September 30, 2015	December 31, 2014
In October 2010, a third party loaned the Company \$50,000 under a demand note bearing zero interest. This note is in default.	\$ 50,000	\$ 50,000
In March 2011, third parties loaned the Company \$10,000 under a demand note bearing zero interest. The note were acquired in the merger and is in default.	10,000	10,000
	<u>\$ 60,000</u>	<u>\$ 60,000</u>

**STL Marketing Group, Inc. & Subsidiaries**  
**Notes to the Condensed Consolidated Financial Statements**  
**For the three and nine months ended September 30, 2015 and 2014**  
**(Unaudited)**

**Note 4 – Liabilities payable in shares and settlement liability**

Liabilities payable in shares

In August 2012, the Company executed a consulting agreement with a third party to provide various services. Under the terms of the agreement, the consultant would be paid \$10,000 per month for six months in the form of free trading shares. The share total is computed as follows: earned compensation will accrue interest at 6%, and accrued compensation will be convertible into 70% of the average of the lowest three closing bid prices of the 20 days preceding any conversion. At September 30, 2015, a balance of \$60,000 remains outstanding and at September 30, 2015, is convertible into 1,003,812,571 shares of Common Stock.

In January 2014, the Company executed a three-month consulting agreement with a third party to provide strategic planning matters. The consultant would be paid \$15,000 per month for three months in the form of restricted common stock, using the average of the last five trading days of the month. As of September 30, 2015, a balance of \$15,000 remains outstanding and at September 30, 2015, is convertible into 150,000,000 shares of Common Stock.

In February 2014, the Company engaged an attorney as counsel. According to the engagement contract, a portion of the fees due to the attorney would be paid in restricted common shares. As of September 30, 2015 the Company has fees payable in the amount of \$39,500, which at September 30, 2015 is convertible into 395,000,000 shares of Common Stock.

Settlement liability

In March 2008, the Company entered into an asset purchase agreement to purchase assets for \$65,000 in STLK common stock. At December 31, 2013, the liability related to this asset purchase totaled \$43,333. In 2014, the Company agreed to a settlement to pay the \$43,333, and payments of \$24,652 were made in 2014. At September 30, 2015 and December 31, 2014, respectively, the balance of \$18,681 remains outstanding.

**Note 5 – Convertible Notes Payable**

At September 30, 2015 and December 31, 2014, convertible notes consisted of the following:

	September 30, 2015	December 31, 2014
Unsecured convertible notes payable.	\$ 1,044,739	\$ 1,084,319
Debt discount	(29,181)	(106,250)
Notes payable, net of discount	<u>\$ 1,015,558</u>	<u>\$ 978,069</u>

From 2007 to 2015, the Company issued Convertible Promissory Notes (“Notes”) in the aggregate principal amount of \$1,087,073 to various accredited investors. The Notes bear interest ranging from 8% to 12% per annum and mature on various dates from March 2008 to September 2016. The Company is currently in default of payment for Notes that matured in March 2008 through April 2015 in the aggregate principal amount of \$959,330.

The Notes are convertible into shares of Common Stock of the Company at the option of the holder commencing on various dates following the issuance date of the Notes and ending on the later of the maturity date or date of full payment of principal and interest. The principal amount of the Notes along with, at the holder’s option, any unpaid interest and penalties, are convertible at price per share at discounts ranging from 10% to 75% of the Company’s Common Stock trading market price during a certain time period, as defined in the agreements. Further, the conversion prices for three notes are subject to a floor such that the conversion prices will not be less than a certain price, as defined in the agreement, with such floor prices ranging from \$0.004 to \$0.015 per share. In addition, the conversion prices are subject to adjustment in certain events, such as in conjunction with any sale, conveyance or disposition of all or substantially all of the Company’s assets or consummation of a transaction or series of related transactions in which the Company is not the surviving entity.

As of December 31, 2014, the balance of the Notes was \$1,084,319. During the nine month ended September 30, 2015, the Company issued \$59,000 of new unsecured convertible notes. During the nine months ended September 30, 2015, note holders converted \$98,580 of principal and \$2,287 of accrued interest into 806,743,562 shares of the Company’s common stock. At September 30, 2015, the principal balance of the Notes was \$1,044,739.

As of December 31, 2014, the debt discount related to issuance of the Notes was \$106,250. During the nine months ended September 30, 2015, the Company recorded debt discounts of \$59,000, and recorded discount amortization of \$136,069. As of September 30, 2015, debt discount was \$29,181. The remainder of the valuation discount will be amortized as interest expense over the remaining term of the Notes.

**STL Marketing Group, Inc. & Subsidiaries**  
**Notes to the Condensed Consolidated Financial Statements**  
**For the three and nine months ended September 30, 2015 and 2014**  
**(Unaudited)**

The Company considered the current FASB guidance of “Contracts in Entity’s Own Stock” which indicates that any adjustment to the fixed amount (either conversion price or number of shares) of the instrument regardless of the probability of whether or not within the issuers’ control means the instrument is not indexed to the issuers own stock. Accordingly, the Company determined that the conversion prices of the Notes were not a fixed amount because they were subject to an adjustment based on the occurrence of future offerings or events. In addition, the Company determined that instruments with floor prices ranging from \$0.004 to \$0.015 were de minimus and in substance not indexed to the Company’s own stock. As a result, the Company determined that the conversion features of the Notes were not considered indexed to the Company’s own stock and characterized the fair value of the conversion features as derivative liabilities upon issuance. The Company records debt discount to the face amount of the notes, and any excess is recorded as a derivative liability.

**Note 6 – Derivative liabilities**

Under authoritative guidance issued by the FASB instruments which do not have fixed settlement provisions, are deemed to be derivative instruments. The conversion feature of the Company’s convertible notes payable and liabilities payable in shares (described in Note 4 and 5 above) did not have fixed settlement provisions because the ultimate determination of shares to be issued could exceed current available authorized shares.

In accordance with the FASB authoritative guidance, the conversion feature of the financial instruments was separated from the host contract and recognized as a derivative instrument. The conversion feature of the financial instruments had been characterized as a derivative liability and was re-measured at the end of every reporting period with the change in value reported in the statement of operations.

The derivative liability was valued at the following dates using a Black-Scholes-Merton model with the following assumptions:

	<u>September 30, 2015</u>	<u>January to September, 2015 (Dates of Inception)</u>	<u>December 31, 2014</u>
<b>Conversion feature:</b>			
Risk-free interest rate	0.33%	.11%	0.03%
Expected volatility	511%	636%-756%	290%-959%
Expected life (in years)	0.25 -1 year	0.33-1 year	0.1-1.68 years
Expected dividend yield	-	-	-
<b>Fair Value:</b>			
Conversion feature	<u>\$ 3,236,372</u>	<u>\$ 213,577</u>	<u>\$ 2,439,998</u>

The risk-free interest rate was based on rates established by the Federal Reserve Bank. The Company used its own stock’s volatility as the estimated volatility. The expected life of the conversion feature of the notes was based on the remaining terms of the financial instruments. The expected dividend yield was based on the fact that the Company has not customarily paid dividends to its common stockholders in the past and does not expect to pay dividends to its common stockholders in the future.

At December 31, 2014, the balance of the derivative liabilities was \$2,439,998. As of September 30, 2015, the Company re-measured the derivative liabilities and determined the fair value to be \$3,236,372. For the nine months ended September 30, 2015, the Company recorded a loss on the change in fair value of derivatives of \$870,433. In addition, during the nine months ended September 30, 2015, convertible notes and accrued interest totaling \$100,867 were converted into shares of common stock and the Company recorded a gain of \$287,635 related to the extinguishment of the corresponding derivative liability.

**Note 7 – Related Party Transactions**

**(A) Accounts Payable and Accrued Liabilities – Related Party**

Since April 8, 2010 through September 30, 2015, management and board members have been advancing funds to the Company, paying expenses on behalf of the Company, and deferring salaries and consulting fees. As of September 30, 2015 and December 31, 2014, accounts payable and accrued liabilities due to board members and companies owned by board members totaled \$425,861 and \$385,677, respectively.

**(B) Related Party Consulting Services**

The Company incurred consulting expenses to a company that is owned by a board member, and for the nine months ending September 30, 2015 and 2014 the amounts were \$22,500 and \$75,000 respectively.

**(C) Notes Payable – Related Parties**

The Company executed various promissory notes to related parties since inception. The balance of the outstanding notes at December 31, 2014 was \$42,751. During the nine months ended September 30, 2015, notes were issued in the amount of \$83,695 to related parties. The notes mature in 3 months to 1 year, are unsecured, and have interest rate at 6%, per annum. During the nine months ended September 30, 2015, the Company repaid \$5,000 on notes to related parties. The balance of the outstanding notes at September 30, 2015 was \$121,446. At September 30, 2015, the Company is in default on \$61,446 of these notes.

**Note 8 – Foreign Operations**

Costa Rica

Operations outside the U.S. include subsidiaries in Costa Rica. Foreign operations are subject to risks inherent in operating under different legal systems and various political and economic environments. Among the risks are changes in existing tax laws, possible limitations on foreign investment and income repatriation, government price or foreign exchange controls, and restrictions on currency exchange. These subsidiaries are still in the development stage and have not generated any revenues.

**Note 9 – Stockholders Deficit**

**Common Stock –**

For the nine months ended September 30, 2015, 806,743,563 of Common Stock has been issued to the Holders of various convertible notes that

converted \$98,580 in principal and \$2,288 in accrued interest.

**STL Marketing Group, Inc. & Subsidiaries**  
**Notes to the Condensed Consolidated Financial Statements**  
**For the three and nine months ended September 30, 2015 and 2014**  
**(Unaudited)**

**Note 10 – Commitments and Contingencies**

Payable to Tarpon Bay Partners LLC

In 2014, Tarpon Bay Partners LLC (Tarpon) assumed \$519,282 of past due accounts payable of the Company from various creditors of the Company. Tarpon then commenced an action against the Company to recover the aggregate of the past due accounts. On March 19, 2014, the Circuit Court of the Second Judicial Circuit for Leon County, Florida approved an agreement between the Company and Tarpon, in which the Company agreed to issue shares of the Company's common stock to Tarpon sufficient to generate proceeds equal to the aggregate of the past due accounts. In addition, Tarpon will receive a fee of approximately 33% based on the proceeds. The Company will record the fees as the shares are issued and the past due accounts are paid. The past due amounts assumed are recorded as current liabilities of the Company until settled under the assignment agreement.

During the nine months ended September 30, 2015, the Company did not issue any shares of common stock to Tarpon in connection with the agreement. During the nine months ended September 30, 2014, the Company issued 176,088,000 shares of common stock to Tarpon valued at \$245,550, of which Tarpon received fees of \$80,793 and \$164,757 reduced past due accounts payable, leaving a balance owed to vendors of \$354,525. At September 30, 2015 and December 31, 2014, the balance due of \$354,525 is included in accounts payable and accrued liabilities on the accompanying balance sheets.

As part of the agreement with Tarpon, the Company issued to Tarpon two convertible notes aggregating \$50,000, which were due in May 2014 and September 2014. At September 30, 2015 and December 31, 2014, the notes total \$41,680 and are included in the balance of convertible notes payable, net of discount on the accompanying balance sheets. The notes are currently in default. At September 30, 2015, the amounts outstanding on the notes plus accrued interest was \$47,134, and were convertible into 942,670,800 shares of the Company's common stock.

Litigations, Claims and Assessments

The Company may become involved in various lawsuits and legal proceedings, which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise that may harm its business. Other than the below litigation with the Costa Rican Investment Bank, the Company is currently not aware of any such legal proceedings or claims that they believe will have, individually or in the aggregate, a material adverse affect on its business, financial condition or operating results.

In 2012, the Company filed an arbitration claim with the "Centro Internacional de Conciliacion y Arbitraje" or "CICA" alleging that Grupo Aldesa, S.A., its then investment bank, withheld \$195,400 of investor funds from the Company in mid-2011 for its own use and benefit and contrary to the executed agreement between the companies. The case claims that Aldesa received funds from two investors and remitted 50% of those funds and keeping the balance without authorization. Additionally, the Company did notify the Federal Bureau of Investigation (FBI), as well as, the State Attorney General of both Delaware and Colorado in mid-2012. Grupo Aldesa appealed to the Sala Primera de la Corte Suprema (the Supreme Court over these types of legal matters) in October of 2012 claiming CICA did not have subject matter jurisdiction or the right to adjudicate the case. In a strongly worded opinion Sala Primera rejected Aldesa's appeal in the Company's favor. CICA has received the official notice from the Sala Primera regarding the opinion and has taken up the case from where we were before the appeal.

The CICA process has reached its final legal stage, we are awaiting the final judgment which is expected this year.

**Note 11 – Subsequent Events**

On November 5, 2015 the Company signed a binding Letter of Intent with Camposagrado, Inc., the inventor of a hotel communications systems application or "App" under the trademark "F3TCH". Under the terms of the binding Letter of Intent, STLK will license, on an exclusive basis, Camposagrado's App to the hospitality industry worldwide. Camposagrado, Inc. is majority owned by Jose P. Quiros, the Company's Chief Executive Officer. A definitive agreement should be reached by mid December 2015.

**STL Marketing Group, Inc. & Subsidiaries**  
**Consolidated Financial Statements**

**December 31, 2014 and 2013**

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and  
Stockholders of STL Marketing Group, Inc.

We have audited the accompanying consolidated balance sheets of STL Marketing Group, Inc. as of December 31, 2014 and 2013, and the related statements of operations, stockholders' deficit, and cash flows for the years then ended. STL Marketing Group Inc.'s management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of STL Marketing Group, Inc. as of December 31, 2014 and 2013, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As more fully discussed in Note 2 to the financial statements, the Company had a net loss of \$771,742, net cash used in operations of \$286,175 and a working capital deficit approximately \$5,108,000. These conditions raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

*/s/ Rosenberg Rich Baker Berman & Company*

Somerset, NJ  
April 21, 2015

**STL Marketing Group, Inc. & Subsidiaries**  
**Consolidated Balance Sheets**

	<u>December 31, 2014</u>	<u>December 31, 2013</u>
<b>Assets</b>		
<b>Current Assets</b>		
Cash	\$ 102	\$ 717
Deferred offering costs	84,070	25,000
<b>Total Current Assets</b>	<u>84,172</u>	<u>25,717</u>
<b>Property and Equipment, net</b>	5,755	7,231
<b>Other Assets</b>		
Security deposits	1,135	4,533
<b>Total Other Assets</b>	1,135	4,533
<b>Total Assets</b>	<u>\$ 91,062</u>	<u>\$ 37,481</u>
<b>Liabilities and Stockholders' Deficit</b>		
<b>Current Liabilities:</b>		
Accounts payable and accrued liabilities	\$ 1,062,173	\$ 861,022
Accounts payable - related party	385,677	324,252
Notes payable - related party	42,751	73,949
Liability to be settled in stock	114,500	103,333
Liability settlement	18,681	-
Notes payable, net of current maturities	60,000	117,100
Current maturities of convertible notes payable, net of discount	978,069	697,688
Derivative liabilities	2,439,998	3,250,672
<b>Total Current Liabilities</b>	<u>5,101,849</u>	<u>5,428,016</u>
<b>Total Liabilities</b>	<u>5,101,849</u>	<u>5,428,016</u>
<b>Commitments and Contingencies</b>		
<b>Stockholders' Deficit</b>		
Class A - Preferred Stock, 10% of Par Value, Non-Cumulative, \$1.00 Par Value, 1,800,000 Shares Authorized, 1,800,000 Shares Issued and 1,800,000 outstanding	1,800,000	1,800,000
Class B - Preferred Stock, \$0.001 Par Value, 1,400,000,000 Shares Authorized, 1,400,000,000 Shares Issued and 1,400,000,000 outstanding	1,400,000	1,400,000
Class C - Preferred Stock, \$0.001 Par Value, 125,000 Shares Authorized, Zero Shares Issued and Outstanding	-	-
Common Stock, \$0.001 Par Value, 2,600,000,000 Shares Authorized, 59,763,616 Shares Issued and Outstanding at December 31, 2014, 9,281,568 Issued and Outstanding at December 31, 2013	59,764	9,282
Additional paid in capital - Preferred Stock	(232,000)	(232,000)
Discount on Preferred Stock	(2,466,999)	(2,466,999)
Additional paid in capital - Common Stock	1,305,726	204,718
Deficit	(6,877,278)	(6,105,536)
<b>Total Stockholders' Deficit</b>	<u>(5,010,787)</u>	<u>(5,390,535)</u>
<b>Total Liabilities and Stockholders' Deficit</b>	<u>\$ 91,062</u>	<u>\$ 37,481</u>

See accompanying notes to the consolidated financial statements

**STL Marketing Group, Inc. & Subsidiaries**  
**Consolidated Statements of Operations**

	<b>For the Year Ended</b>	
	<b>December 31, 2014</b>	<b>December 31, 2013</b>
<b>Revenues</b>	\$ -	\$ -
<b>Cost of revenues</b>	-	-
<b>Gross profit</b>	-	-
<b>Operating expenses</b>		
Compensation	243,304	248,303
Professional fees	284,589	373,630
Selling, general and administrative	135,686	102,281
<b>Total operating expenses</b>	<b>663,579</b>	<b>724,214</b>
<b>Loss from operations</b>	<b>(663,579)</b>	<b>(724,214)</b>
<b>Other income (expense):</b>		
Interest expense	(461,234)	(75,451)
Interest expense - discount on notes	(407,398)	(371,924)
Loss on Settlement Liability	(83,428)	-
Change in fair value of derivative liabilities	1,369,729	(493,946)
Derivative expense	(525,832)	(793,097)
Loss on abandonment of land lease	-	-
<b>Other income (expense) - net</b>	<b>(108,163)</b>	<b>(1,734,418)</b>
<b>Loss before income tax provision</b>	<b>(771,742)</b>	<b>(2,458,632)</b>
<b>Income tax provision</b>	<b>-</b>	<b>-</b>
<b>Net Income (Loss)</b>	<b>\$ (771,742)</b>	<b>\$ (2,458,632)</b>
Net income/(loss) per common share - basic & diluted	\$ (0.03)	\$ (0.27)
Weighted average common shares outstanding - basic & diluted	25,456,577	9,041,308

See accompanying notes to the consolidated financial statements

**STL Marketing Group, Inc. & Subsidiaries**  
**Consolidated Statements of Cash Flows**

For the Year Ended

December 31, 2014      December 31, 2013

	<u>December 31, 2014</u>	<u>December 31, 2013</u>
<b>Cash Flows From Operating Activities:</b>		
Net Loss	\$ (771,742)	(2,458,632)
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation and amortization	2,116	2,828
Stock based compensation	122,140	5,000
Amortization of debt discount	407,398	371,925
Change in fair value of derivative liabilities	(1,369,729)	493,946
Derivative expense	509,902	793,097
Amortization of deferred offering costs	15,930	-
Financing fees	83,428	-
Interest of debt converted below par	354,920	-
<b>Changes in operating assets and liabilities:</b>		
<b>(Increase) decrease in:</b>		
Prepaid expenses	-	399
<b>Increase (decrease) in:</b>		
Accounts payable and accrued liabilities	298,037	336,595
Accounts payable - related party	61,425	123,493
<b>Net Cash Used in Operating Activities</b>	<b><u>(286,175)</u></b>	<b><u>(331,349)</u></b>
<b>Cash Flows From Investing Activities:</b>		
Cash acquired in merger	-	1,131
Purchase of property and equipment	(640)	-
Loan to related party	-	13,675
Security deposits	3,398	-
<b>Net Cash Provided by (Used in) Investing Activities</b>	<b><u>2,758</u></b>	<b><u>14,806</u></b>
<b>Cash Flows From Financing Activities:</b>		
Proceeds from related party notes	2,873	-
Repayment of related party notes	(34,071)	(2,925)
Proceeds from issuance of common stock	-	25,000
Proceeds from convertible notes	314,000	295,000
<b>Net Cash Provided by Financing Activities</b>	<b><u>282,802</u></b>	<b><u>317,075</u></b>
<b>Net change in cash</b>	<b>(615)</b>	<b>532</b>
Cash at beginning of period	717	185
<b>Cash at end of period</b>	<b><u>\$ 102</u></b>	<b><u>717</u></b>
<b>Supplemental disclosure of non-cash investing and financing activities:</b>		
As part of the reverse merger, the Company acquired the following assets and liabilities:		
Cash	\$ -	\$ 1,131
Convertible Debt, Net of Discount	\$ -	\$ (324,253)
Accounts Payable & Accrued Liabilities	\$ -	\$ (113,678)
Promissory Notes	\$ -	\$ (17,100)
Liability to be settled in stock	\$ -	\$ (98,333)
Reduction of deposit for acquisition	\$ -	\$ (25,000)
Debt issued in acquisition	\$ -	\$ (50,000)
Net liabilities acquired & non-cash acquisition costs	\$ -	\$ (2,072,374)
Conversion of convertible notes payable into common stock	\$ 142,181	\$ (200,000)
Note payable issued for deferred offering costs	\$ 25,000	\$ 25,000
Common stock issued for deferred offering costs	\$ 50,000	\$ -
Liabilities settled in connection with the Liabilities Purchase Agreement	\$ 165,447	\$ -

See accompanying notes to the consolidated financial statements

**STL Marketing Group, Inc. & Subsidiaries**  
**Consolidated Statements of Stockholders' Deficit**  
**For the Years Ended December 31, 2014 and 2013**

	Preferred Stock, Class A Par Value \$1.00		Preferred Stock, Class B Par Value \$0.001		Additional Paid-In Capital Preferred Stock	Discount on Preferred Stock	Common Stock, Class B Par Value \$0.001		Additional Paid-In Capital Common Stock	Deficit	Total
	Shares	Amount	Shares	Amount			Shares	Amount			
<b>Balance 12/31/2012</b>	<b>1,800,000</b>	<b>\$1,800,000</b>	<b>1,400,000,000</b>	<b>\$1,400,000</b>	<b>\$ (232,000)</b>	<b>\$(2,466,999)</b>	<b>6,680,000</b>	<b>\$ 6,680</b>	<b>\$ 382,320</b>	<b>\$(1,574,530)</b>	<b>(684,529)</b>
Effect of merger and recapitalization	-	-	-	-	-	-	1,774,902	1,775	(1,775)	(2,072,374)	(2,072,374)
Purchase of Treasury Shares (\$15.00 per share)	-	-	-	-	-	-	(13,333)	(13)	(199,987)	-	(200,000)
Stock issued for cash (\$0.03 per share)	-	-	-	-	-	-	840,000	840	24,160	-	25,000
Net Loss	-	-	-	-	-	-	-	-	-	(2,458,632)	(2,458,632)
<b>Balance 12/31/2013</b>	<b>1,800,000</b>	<b>\$1,800,000</b>	<b>1,400,000,000</b>	<b>\$1,400,000</b>	<b>\$ (232,000)</b>	<b>\$(2,466,999)</b>	<b>9,281,568</b>	<b>\$ 9,282</b>	<b>\$ 204,718</b>	<b>\$(6,105,536)</b>	<b>(5,390,535)</b>
Stock issued for service (\$0.30 per share)	-	-	-	-	-	-	48,867	49	14,951	-	15,000
Stock issued for service (\$0.21 per share)	-	-	-	-	-	-	73,333	73	14,927	-	15,000
Stock issued for service (\$0.195 per share)	-	-	-	-	-	-	256,410	256	49,744	-	50,000
Stock issued for service (\$0.048 per share)	-	-	-	-	-	-	573,333	573	26,947	-	27,520
Stock issued for service (\$0.0225 per share)	-	-	-	-	-	-	266,667	267	5,733	-	6,000
Stock issued for service (\$0.0105 per share)	-	-	-	-	-	-	240,000	240	2,280	-	2,520
Stock issued for service (\$0.003 per share)	-	-	-	-	-	-	533,333	533	1,067	-	1,600
Stock issued for conversion of note payable	-	-	-	-	-	-	33,797,238	33,798	473,160	-	506,958
Reclassification of derivative liabilities due to conversion of debt	-	-	-	-	-	-	-	-	280,158	-	280,158
Liabilities settled under Laibility Purchase Agreement	-	-	-	-	-	-	14,692,867	14,693	232,041	-	246,734
Net Profit/(Loss)	-	-	-	-	-	-	-	-	-	(771,742)	(771,742)
<b>Balance 12/31/2014</b>	<b>1,800,000</b>	<b>\$1,800,000</b>	<b>1,400,000,000</b>	<b>\$1,400,000</b>	<b>\$ (232,000)</b>	<b>\$(2,466,999)</b>	<b>59,763,617</b>	<b>\$ 59,764</b>	<b>\$ 1,305,726</b>	<b>\$(6,877,278)</b>	<b>\$(5,010,787)</b>

**STL Marketing Group, Inc. & Subsidiaries**  
**Notes to the Consolidated Financial Statements**  
**December 31, 2014 and 2013**

**Note 1 – Nature of Operations and Summary of Significant Accounting Policies**

**Nature of Operations**

On October 15, 2012, STL Marketing Group, Inc. (“STLK”) entered into a merger agreement with Versant Corporation, a Delaware corporation (“Versant”). The agreement consisted of \$75,000 for the Series A and C Preferred Stock. On January 23 and January 29, the respective Boards of Versant and STLK respectively approved the Share Exchange Plan (“SEP”). As a result of the Share Exchange Plan, on February 4, 2013: (1) the STL Marketing holders of Preferred A and Preferred C Series stock, returned their shares to Treasury for the reclassification and restructuring of these shares; (2) STLK’s Preferred Series A, B and C were restructured and amended to reflect the SEP agreed to by the companies; (3) Versant Class X shareholders exchanged their 1,000 Versant Class X Common shares for 1,400,000,000 Preferred Series B STLK Stock; (4) Versant Class A shareholders exchanged their 1,800,000 Versant Class A shares for 1,800,000 Preferred Series A Convertible STLK Stock; (5) of the 200,003 Versant’s Class B Common Stock shareholders, 200,000 shares (\$200,000 value) received convertible notes in STLK and the remaining 3 shares (\$219,000 value) received 6,666,667 restricted STLK Common Stock; (6) Versant issued 7,500,000 Class B, Common Shares to STL Marketing Group, granting them 100% of the common shares in Versant. Upon finalization of the merger the accounting acquirer held 100,120,000 shares or 98.26% of the combined entity and the legal acquirer held 1,774,902 shares of 1.74% of the combined entity.

STL Marketing Group, Inc. was a “shell company” prior to the Merger and did not conduct an active trade or business. From and after the consummation of the Merger on February 4, 2013 STL Marketing Group, Inc.’s primary operations consisted of the business and operations of Versant Corporation. Because STL Marketing Group, Inc. was a shell company at the time of the Merger; we filed a general form for registration under Form 10 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”).

For accounting purposes, the Merger transaction has been accounted for as a reverse acquisition, with STL Marketing Group, Inc. as the acquirer. The consolidated financial statements of STL Marketing Group, Inc. for the fiscal year ended December 31, 2013 represent a continuation of the financial statements of Versant Corporation, with one adjustment, which is to retroactively adjust the legal capital of Versant Corporation to reflect the legal capital of STL Marketing Group, Inc.

The Company has recently added the sale and distribution of PBX equipment (VoIP technology) to its original focus in the development of renewable energy projects. As a result our business is the sales and distribution of VoIP PBXs under the brand name PhoneSuite, as well as the prospective sale of electricity through a wind park to a government owned utility company in Costa Rica. The Company continues to evaluate additional opportunities to bolster its revenue stream.

**STL Marketing Group, Inc. & Subsidiaries**  
**Notes to the Consolidated Financial Statements**  
**December 31, 2014 and 2013**

**Summary of Significant Accounting Policies**

Principles of Consolidation

The Company's consolidated subsidiaries and/or entities are as follows:

<u>Name of consolidated subsidiary/entity</u>	<u>State or other jurisdiction of incorporation or organization</u>	<u>Date of incorporation or formation (date of acquisition, if applicable)</u>	<u>Attributable interest</u>
Energia Renovable Versant SRL (ER) (1)	Costa Rica	November, 2010	100%
V Tres Bache SRL (V3) (2)	Costa Rica	November, 2010	100%
Versant Corporation (VC) (3)	Delaware	April, 2010	100%
PhoneSuite Solutions, Inc. (PSS) (4)	Delaware	May, 2014	100%

(1) ER was incorporated to establish renewable energy wind parks in Costa Rica. ER is the sole stockholder of V3.

(2) V3 was incorporated to build and operate the first energy development on the Bache site.

(3) VC was incorporated as the original US holding company for the wind development in Costa Rica.

(4) PSS was incorporated to handle the distribution markets of PhoneSuite products.

All inter-company balances and transactions have been eliminated in consolidation.

Use of Estimates and Assumptions

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period.

Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the consolidated financial statements, which management considered in formulating its estimate, could change in the near term due to one or more future confirming events. Accordingly, the actual results could differ significantly from our estimates.

Fair Value of Financial Instruments

The fair value of our financial assets and liabilities reflects our estimate of amounts that we would have received in connection with the sale of the assets or paid in connection with the transfer of the liabilities in an orderly transaction between market participants at the measurement date. In connection with measuring the fair value of our assets and liabilities, we seek to maximize the use of observable inputs (market data obtained from independent sources) and to minimize the use of unobservable inputs (internal assumptions about how market participants would price assets and liabilities). The following fair value hierarchy is used to classify assets and liabilities based on the observable inputs and unobservable inputs used in order to value the assets and liabilities:

**STL Marketing Group, Inc. & Subsidiaries**  
**Notes to the Consolidated Financial Statements**  
**December 31, 2014 and 2013**

Level 1 Quoted market prices available in active markets for identical assets or liabilities as of the reporting date.

Level 2 Pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.

Level 3 Pricing inputs that are generally unobservable inputs and not corroborated by market data.

The following are the major categories of liabilities measured at fair value on a recurring basis at December 31, 2014 and December 31, 2013, using quoted prices in active markets for identical assets (Level 1); significant other observable inputs (Level 2); and significant unobservable inputs (Level 3):

	<u>December 31, 2014</u>		<u>December 31, 2013</u>	
	<u>Assets</u>	<u>Liabilities</u>	<u>Assets</u>	<u>Liabilities</u>
Level 1				
None	\$ -	\$ -	\$ -	\$ -
Level 2				
None	-	-	-	-
Level 3				
Derivative Liabilities	-	2,439,998	-	3,250,672
	<u>\$ -</u>	<u>\$ 2,439,998</u>	<u>\$ -</u>	<u>\$ 3,250,672</u>

Changes in the unobservable input values could potentially cause material changes in the fair value of the Company's Level 3 financial instruments. The significant unobservable input used in the fair value measurements is the expected volatility assumption. A significant increase (decrease) in the expected volatility assumption could potentially result in a higher (lower) fair value measurement.

Carrying Value, Recoverability and Impairment of Long-Lived Assets

The Company has adopted paragraph 360-10-35-17 of the FASB Accounting Standards Codification for its long-lived assets. The Company's long-lived assets, which include property and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

The Company assesses the recoverability of its long-lived assets by comparing the projected undiscounted net cash flows associated with the related long-lived asset or group of long-lived assets over their remaining estimated useful lives against their respective carrying amounts. Impairment, if any, is based on the excess of the carrying amount over the fair value of those assets. Fair value is generally determined using the asset's expected future discounted cash flows or market value, if readily determinable. When long-lived assets are determined to be recoverable, but the newly determined remaining estimated useful lives are shorter than originally estimated, the net book values of the long-lived assets are depreciated over the newly determined remaining estimated useful lives.

The Company considers the following to be some examples of important indicators that may trigger an impairment review: (i) significant under-performance or losses of assets relative to expected historical or projected future operating results; (ii) significant changes in the manner or use of assets or in the Company's overall strategy with respect to the manner or use of the acquired assets or changes in the Company's overall business strategy; (iii) significant negative industry or economic trends; (iv) increased competitive pressures; (v) a significant decline in the Company's stock price for a sustained period of time; and (vi) regulatory changes. The Company evaluates acquired assets for potential impairment indicators at least annually and more frequently upon the occurrence of such events.



**STL Marketing Group, Inc. & Subsidiaries**  
**Notes to the Consolidated Financial Statements**  
**December 31, 2014 and 2013**

The key assumptions used in management's estimates of projected cash flow deal largely with forecasts of sales levels, gross margins, and operating costs. These forecasts are typically based on historical trends and take into account recent developments as well as management's plans and intentions. Any difficulty in sourcing materials on a cost effective basis would significantly impact the projected future cash flows of the Company's manufacturing facilities and potentially lead to an impairment charge for long-lived assets. Other factors, such as increased competition or a decrease in the desirability of the Company's products, could lead to lower projected sales levels, which would adversely impact cash flows. A significant change in cash flows in the future could result in an impairment of long-lived assets.

The impairment charges, if any, are included in operating expenses in the accompanying statements of operations. The Company has not recorded any impairment charges during the years ended December 31, 2014 and 2013.

Cash

The Company considers all highly liquid investments with maturities of three months or less at the time of purchase to be cash equivalents.

Property and Equipment

Property and equipment is stated at cost. Depreciation is calculated on a straight-line basis over the estimated useful lives of the related assets, which ranges from three to seven years.

Leasehold improvements, if any, are amortized on a straight-line basis over the term of the lease or the estimated useful lives, whichever is shorter.

Research and Development

Research and development is expensed as incurred.

Advertising Costs

We expense advertising costs in the period in which they are incurred.

Stock-Based Compensation for Obtaining Employee Services

The Company accounts for its stock based compensation in which the Company obtains employee services in share-based payment transactions under the recognition and measurement principles of the fair value recognition provisions of section 718-10-30 of the FASB Accounting Standards Codification. Pursuant to paragraph 718-10-30-6 of the FASB Accounting Standards Codification, all transactions in which goods or services are the consideration received for the issuance of equity instruments are accounted for based on the grant-date fair value of the equity instrument issued and are recognized in the statement of operations as compensation over the relevant service period.

**STL Marketing Group, Inc. & Subsidiaries**  
**Notes to the Consolidated Financial Statements**  
**December 31, 2014 and 2013**

Equity Instruments Issued to Parties Other Than Employees for Acquiring Goods or Services

The Company accounts for equity instruments issued to parties other than employees for acquiring goods or services under guidance of Sub-topic 505-50 of the FASB Accounting Standards Codification (“Sub-topic 505-50”).

Pursuant to ASC Section 505-50-30, all transactions in which goods or services are the consideration received for the issuance of equity instruments are accounted for based on the fair value of the consideration received or the fair value of the equity instrument issued, whichever is more reliably measurable. The measurement date used to determine the fair value of the equity instrument issued is the earlier of the date on which the performance is complete or the date on which a commitment for performance by the counterparty to earn the equity instrument is reached (a performance commitment).

Pursuant to ASC paragraph 505-50-25-7, if fully vested, non-forfeitable equity instruments are issued at the date the grantor and grantee enter into an agreement for goods or services (no specific performance is required by the grantee to retain those equity instruments), then, because of the elimination of any obligation on the part of the counterparty to earn the equity instruments, a measurement date has been reached. A grantor shall recognize the equity instruments when they are issued (in most cases, when the agreement is entered into). Whether the corresponding cost is an immediate expense or a prepaid asset (or whether the debit should be characterized as contra-equity under the requirements of paragraph 505-50-45-1) depends on the specific facts and circumstances. Pursuant to ASC paragraph 505-50-45-1, a grantor may conclude that an asset (other than a note or a receivable) has been received in return for fully vested, non-forfeitable equity instruments that are issued at the date the grantor and grantee enter into an agreement for goods or services (and no specific performance is required by the grantee in order to retain those equity instruments). Such an asset shall not be displayed as contra-equity by the grantor of the equity instruments. The transferability (or lack thereof) of the equity instruments shall not affect the balance sheet display of the asset. This guidance is limited to transactions in which equity instruments are transferred to other than employees in exchange for goods or services. Section 505-50-30 provides guidance on the determination of the measurement date for transactions that are within the scope of this Subtopic.

Pursuant to Paragraphs 505-50-25-8 and 505-50-25-9, an entity may grant fully vested, non-forfeitable equity instruments that are exercisable by the grantee only after a specified period of time if the terms of the agreement provide for earlier exercisability if the grantee achieves specified performance conditions. Any measured cost of the transaction shall be recognized in the same period(s) and in the same manner as if the entity had paid cash for the goods or services or used cash rebates as a sales discount instead of paying with, or using, the equity instruments. A recognized asset, expense, or sales discount shall not be reversed if a share option and similar instrument that the counterparty has the right to exercise expires unexercised.

Derivative Financial Instruments

Derivative financial instruments consist of conversion features embedded in convertible debentures which meet the criteria for bifurcation from their host contract. These financial instruments are recorded in the balance sheet at fair value. In determining the appropriate fair value, the Company uses the Black-Scholes option-pricing model. In assessing the convertible debt instruments, management determines if the convertible debt host instrument is conventional convertible debt and further if there is a beneficial conversion feature requiring measurement. If the instrument is not considered conventional convertible debt, the Company will continue its evaluation process of these instruments as derivative financial instruments.

Once determined, derivative liabilities are adjusted to reflect fair value at each reporting period end, with any increase or decrease in the fair value being recorded in results of operations as an adjustment to fair value of derivatives. In addition, the fair value of freestanding derivative instruments such as warrants, are also valued using the Black-Scholes option-pricing model.

**STL Marketing Group, Inc. & Subsidiaries**  
**Notes to the Consolidated Financial Statements**  
**December 31, 2014 and 2013**

Debt Issue Costs and Debt Discount

The Company may pay debt issue costs, and record debt discounts in connection with raising funds through the issuance of convertible debt. These costs are amortized to interest expense over the life of the debt. If a conversion of the underlying debt occurs, a proportionate share of the unamortized amounts is immediately expensed.

Income Tax Provision

The Company accounts for income taxes under Section 740-10-30 of the FASB Accounting Standards Codification, which requires recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are based on the differences between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance to the extent management concludes it is more likely than not that the assets will not be realized. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the Consolidated Statements of Income and Comprehensive Income in the period that includes the enactment date.

The Company adopted section 740-10-25 of the FASB Accounting Standards Codification (“Section 740-10-25”). Section 740-10-25 addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under Section 740-10-45, the Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than fifty (50) percent likelihood of being realized upon ultimate settlement. Section 740-10-40 also provides guidance on de-recognition, classification, interest and penalties on income taxes, accounting in interim periods and requires increased disclosures.

The estimated future tax effects of temporary differences between the tax basis of assets and liabilities are reported in the accompanying consolidated balance sheets, as well as tax credit carry-backs and carry-forwards. The Company periodically reviews the recoverability of deferred tax assets recorded on its consolidated balance sheets and provides valuation allowances, as management deems necessary.

Management makes judgments as to the interpretation of the tax laws that might be challenged upon an audit and cause changes to previous estimates of tax liability. In addition, the Company operates within multiple taxing jurisdictions and is subject to audit in these jurisdictions. In management’s opinion, adequate provisions for income taxes have been made for all years. If actual taxable income by tax jurisdiction varies from estimates, additional allowances or reversals of reserves may be necessary.

Uncertain Tax Positions

The Company did not take any uncertain tax positions and had no adjustments to its income tax liabilities or benefits pursuant to the provisions of Section 740-10-45 for the years ended December 31, 2014 and 2013. The Company believes that all prior periods are still subject to examination by tax authorities.

**STL Marketing Group, Inc. & Subsidiaries**  
**Notes to the Consolidated Financial Statements**  
**December 31, 2014 and 2013**

Reverse Stock Split

In October 2014, the Company's board of directors and stockholders approved an amended and restated certificate of incorporation to effect a reverse split of shares of our common stock at a 1-for-15 ratio. The reverse split became effective in March 2015. The par value and the authorized shares of the common and convertible preferred stock were not adjusted as a result of the reverse split. All issued and outstanding common stock and per share amounts contained in the financial statements have been retroactively adjusted to reflect this reverse split for all periods presented.

Net Loss per Common Share

Basic earnings per share ("EPS") is computed by dividing net loss available to common stockholders by the weighted average number of common shares outstanding during the period, excluding the effects of any potentially dilutive securities. Diluted EPS gives effect to all dilutive potential of shares of common stock outstanding during the period including stock options or warrants, using the treasury stock method (by using the average stock price for the period to determine the number of shares assumed to be purchased from the exercise of stock options or warrants), and convertible debt or convertible preferred stock, using the if-converted method.

During the years ended December 31, 2014 and December 31, 2013, the Company reported a net loss, and accordingly dilutive instruments were excluded from the net loss per share calculation for such periods.

Common stock equivalents are as follows:

	<u>December 31, 2014</u>	<u>December 31, 2013</u>
Convertible Debt	151,220,218	12,213,387
Liability to be settled in common stock (1)	2,422,222	130,718
Liability to be settled in common stock (exercise price \$0.01/share) (2)	4,289,961	484,781
Common stock equivalents	<u>157,932,401</u>	<u>12,828,886</u>

(1) Fair value was \$54,500 at December 31, 2014 and \$43,333 at December 31, 2013. See Note 6.

(2) Fair value was \$60,000 at December 31, 2014 and \$60,000 at December 31, 2013. See Note 6.

Other Recently Issued, but Not Yet Effective Accounting Pronouncements

On July 18, 2013, the Financial Accounting Standards Board ("FASB") issued ASU No. 2013-11, "*Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists*" ("ASU 2013-11"). ASU 2013-11 states that an unrecognized tax benefit, or a portion of an unrecognized tax benefit, should be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss or a tax credit carryforward, except as follows. The unrecognized tax benefit should be presented in the financial statements as a liability and should not be combined with deferred tax assets to the extent (a) a net operating loss carryforward, a similar tax loss or a tax credit carryforward is not available at the reporting date under the tax law of the applicable jurisdiction to settle any additional income taxes that would result from the disallowance of a tax position, or (b) the tax law of the applicable jurisdiction does not require the entity to use, and the entity does not intend to use, the deferred tax assets for such purpose. The amendments in ASU 2013-11 are effective prospectively for interim and annual reporting periods beginning after December 15, 2013. The adoption of ASU 2013-11 has not had a material impact on our financial position, results of operations or cash flows.

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In May 2014, the FASB issued ASU No. 2014-09, “Revenue from Contracts with Customers” (“ASU 2014-09”), which requires entities to recognize revenue in a way that depicts the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods or services. The new guidance also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. ASU 2014-09 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2016. The Company is currently evaluating the impact of the new standards.

In June 2014, the FASB issued ASU No. 2014-12, “Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved after the Requisite Service Period.” This ASU requires that a performance target that affects vesting, and that could be achieved after the requisite service period, be treated as a performance condition. As such, the performance target should not be reflected in estimating the grant date fair value of the award. This update further clarifies that compensation cost should be recognized in the period in which it becomes probable that the performance target will be achieved and should represent the compensation cost attributable to the period(s) for which the requisite service has already been rendered. The amendments in this ASU are effective for annual periods and interim periods within those annual periods beginning after December 15, 2015, and early adoption is permitted. The Company is currently evaluating this guidance and the impact it will have on its consolidated financial statements.

In August 2014, the FASB issued ASU No. 2014-15, “Disclosure of Uncertainties About an Entity’s Ability to Continue as a Going Concern” (“ASU 2014-15”), which provides guidance on management’s responsibility in evaluating whether there is substantial doubt about an entity’s ability to continue as a going concern and to provide related footnote disclosures. ASU 2014-15 is effective for the annual period ending after December 15, 2016, and for annual and interim periods thereafter. The adoption of ASU 2014-15 is not expected to have a material impact on our financial position, results of operations or cash flows.

In April 2015, the FASB issued Accounting Standards Update No. 2015-03, “Interest - Imputation of Interest (Subtopic 835-30),” which requires that debt issuance costs be presented in the balance sheet as a direct deduction from the carrying amount of debt liability, consistent with debt discounts or premiums. This guidance will be effective at the beginning of fiscal year 2017. The Company is currently evaluating the impact of the new standards.

Management does not believe that any other recently issued, but not yet effective accounting pronouncements, if adopted, would have a material effect on the accompanying consolidated financial statements.

**Note 2 – Going Concern**

As reflected in the accompanying condensed consolidated financial statements, the Company had a net loss of \$771,742, net cash used in operations of \$286,175 and has a working capital deficit of approximately \$5,108,000 for the year ended December 31, 2014. The Company does not yet have a history of financial stability. Historically, the principal source of liquidity has been the issuance of debt and equity securities. These factors raise substantial doubt about the Company’s ability to continue as a going concern.

The ability of the Company to continue as a going concern is dependent on management’s plans, which include further implementation of its business plan and continuing to raise funds through debt and/or equity raises.

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. These financial statements do not include any adjustments relating to the recovery of the recorded assets or the classification of the liabilities that might be necessary should the Company be unable to continue as a going concern.

**Note 3 – Property and Equipment**

Property and equipment are as follows:	December 31, 2014	December 31, 2013
Furniture and fixtures	\$ 4,909	\$ 4,909
Machinery and equipment	8,191	7,551
Leasehold improvements	2,507	2,507
	<u>15,607</u>	<u>14,967</u>
Accumulated depreciation and amortization	(9,852)	(7,736)
Property and equipment - net	<u>\$ 5,755</u>	<u>\$ 7,231</u>

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Depreciation expense for the year ended December 31, 2014 and 2013 was \$2,116 and \$2,828 respectively.

**Note 4 – Due From Investment Bank**

In April 2011, the Company engaged a Costa Rican investment bank, as its exclusive agent to advise the Company on the structuring of corporate openness and equity placement. During 2012 the Company entered into a dispute with the investment bank. The Company contends that the investment bank retained more than the fee allowed by the contract on the sale of equity securities (the “Closings”) that took place during the period April 2011 through December 2011. At December 31, 2014 and December 31, 2013, the Company believes they are owed \$195,400 and \$195,400, respectively, from the investment bank relating to excess fees withheld from the Closings. Due to the uncertainty surrounding the recoverability of the funds from the investment bank the Company has recorded a full allowance against the receivable. This amount has been recorded in additional paid in capital in the statement of stockholders equity. If the company wins the dispute and actually recovers the funds it will be recorded to additional paid in capital.

**Note 5 – Notes Payable**

	<u>December 31, 2014</u>	<u>December 31, 2013</u>
In October 2010, a third party loaned the Company \$50,000 under a demand note bearing zero interest. This note is in default.	\$ 50,000	\$ 50,000
In March 2011, third parties loaned the Company \$11,500 under demand notes bearing interest from 8-10% per year. The notes were acquired in the merger and are in default. A payment of \$1,500 was made as of June 2014, leaving a balance of \$10,000 as of December 31, 2014.	10,000	11,500
In December 2011, third parties loaned the Company \$5,600 under demand notes bearing interest at 10%, plus a late fee of an additional 2% per month. The notes were acquired in the merger and were in default. The note was paid in full during the year ended December 31, 2014.	-	5,600
In February 2013, the Company executed a promissory note in the principal amount of \$50,000, bearing an interest rate of 5%, with a default rate of 18%. The payment terms involve two payments of \$25,000 each. This note was in default. The note was paid in full during the year ended December 31, 2014.	-	50,000
	<u>\$ 60,000</u>	<u>\$ 117,100</u>

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**Note 6 – Liability to be Settled in Stock**

In March of 2008, the Company entered into an asset purchase agreement to purchase certain tangible and intangible assets for \$65,000 in STLK common stock. As of December 31, 2014 and December 31, 2013, a liability totaling \$0 and \$43,333 respectively, exists related to these unissued shares. This liability was acquired in the merger. In coordination with Section 3(a)(10) of the Securities Act of 1933, stated by the Circuit Court of the Second Judicial Circuit in Florida, the Company agreed to pay for this debt and therefore moved this debt from the Liability to be Settled in Stock to a Settlement Liability (see Note 7).

In August 2012, the Company executed a consulting agreement with a third party to provide various services. Under the terms of the agreement, the consultant would be paid \$10,000 per month for six months in the form of free trading shares. The share total is computed as follows:

- Earned compensation will accrue interest at 6%; and
- Accrued compensation will be convertible into 70% of the average of the lowest three closing bid prices of the 20 days preceding any conversion

At December 31, 2014, the fully recorded amount of \$60,000 remains outstanding and available to be converted. This liability was acquired in the merger.

In January of 2014, the Company executed a three-month consulting agreement with a third party to provide strategic planning matters. The consultant would be paid \$15,000 per month for three months in the form of restricted common stock, using the average of the last five trading days of the month. As of December 31, 2014 the last remaining months balance of \$15,000 has yet to be issued. There is no interest under this agreement.

In February of 2014, the Company engaged Lucosky Brookman LLP as its counsel. According to the contract, a portion of the fees from Lucosky Brookman would be paid in restricted common shares. As of December 31, 2014 the Company has fees in the amount of \$39,500, which is available to be converted.

**Note 7 – Settlement Liability**

In coordination with Section 3(a)(10) of the Securities Act of 1933, stated by the Circuit Court of the Second Judicial Circuit in Florida, the Company agreed to a settlement liability to pay for its outstanding stock liability debt of \$43,333. Total payments of \$24,652 were made during the year ending December 31, 2014, leaving a balance of \$18,681 and \$0 as of December 31, 2014 and December 31, 2013 respectively.

## Note 8 – Convertible Notes Payable

### (A) Convertible Notes Payable

At December 31, 2014 and December 31, 2013, convertible debt consisted of the following:

	<u>December 31, 2014</u>	<u>December 31, 2013</u>
Convertible into 50% of the average of the lowest three closing prices during the 20 trading days immediately preceding conversion. These notes matured in July 2008 (\$75,000), November 2008 (\$100,000) and February 2010 (\$15,000). These notes bear an interest rate of 8%-10%. These notes were acquired in the merger and are currently in default.	\$ 190,000	\$ 190,000
Convertible into 50% of the five day average closing bid prices immediately preceding conversion. This note matured in July 2008. This note has an interest rate of 8%. This note was acquired in the merger and is currently in default.	50,000	50,000
Convertible into 10% of the average of the lowest three closing prices during the 20 trading days immediately preceding conversion. This note matured in March 2008 and bears a 6% interest rate. This note was acquired in the merger and is currently in default.	40,000	40,000
Convertible into 75% of the average of the lowest three closing prices during the 20 trading days immediately preceding conversion. These notes matured in May and June of 2010 and bear an 8% interest rate. These notes were acquired in the merger and are currently in default.	25,000	25,000
Convertible into 50% of the average of the lowest three closing prices during the 10 trading days immediately preceding conversion. Notes mature in July 2013 – May 2014 and bear an 8% interest rate. These notes are currently in default. As of December 31, 2014, \$5,000 of these notes has been converted.	487,000	492,000
Convertible into 60% of the lowest of any day during the 10 trading days immediately preceding conversion. Note matured in September 2014 and bears a 9.9% interest rate. As of December 31, 2014, \$16,641 of this note has been converted, leaving a balance of \$10,859.	10,859	27,500
Convertible at the greater (a) \$0.015 or (b) at 50% of the lowest closing bid price during the 30 trading days immediately preceding conversion. This note matured in May 2014, bears a 10% interest rate and is currently in default.	25,000	25,000
Convertible at a 42% discount of the lowest three closing prices during the 15 trading days immediately preceding conversion. Note matures in August 2014 and bears an 8% interest rate. As of December 31, 2014, this note has been converted in full.	-	32,500
Convertible at a 42% discount of the lowest three closing prices during the 15 trading days immediately preceding conversion. Note matures in October 2014 and bears an 8% interest rate. As of September 30, 2014, this note has been converted in full.	-	-
Convertible at a 42% discount of the lowest three closing price during the 15 trading days immediately preceding conversion. Note matures in December 2014 and bears an 8% interest rate. As of September 30, 2014, this note has been converted in full.	-	-
Convertible at a 50% discount of the lowest of any day during the 15 trading days immediately preceding conversion. Note matures in March 2015 and bears an 8% interest rate. As of December 31, 2014, \$4,720 of this note has been converted, leaving a balance of \$16,780.	16,780	-
Convertible at a 50% of the lowest closing bid price during the 30 trading days immediately preceding conversion. Note matures in September 2014 and bears a 10% interest rate. As of December 31, 2014, \$8,320 of this note has been converted, leaving a balance of \$16,680.	16,680	-



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<p>Convertible at the lessor of (a) \$0.004 or (b) at 40% discount of the lowest trade price during the 25 trading days immediately preceding conversion. Note matures in May 2016, has a 10% OID and bears a one time interest charge of 12% after ninety days (August 2014).</p>	27,500	-
<p>Convertible at a 42% discount of the lowest three closing prices during the 15 trading days immediately preceding conversion. Note matures in March 2015 and bears an 8% interest rate.</p>	32,500	-
<p>Convertible at a 42% discount of the lowest three closing prices during the 15 trading days immediately preceding conversion. Note matures in March 2015 and bears an 8% interest rate.</p>	32,500	-
<p>Convertible into 50% of the lowest close price during the 10 trading days immediately preceding conversion. Note matures in July 2015 and bears an 8% interest. The Back End convertible note portion of this agreement was cancelled as of December 31, 2014.</p>	40,000	-
<p>Convertible at a 42% discount of the lowest three closing prices during the 15 trading days immediately preceding conversion. Note matures in April 2015 and bears an 8% interest rate.</p>	32,500	-
<p>Convertible into 50% of the lowest close price during the 10 trading days immediately preceding conversion. Note matures in August 2015 and bears an 8% interest. In connection with this convertible note, the Company issued a Back End convertible note, in the principal amount of \$25,000. The Back End Note has the same terms, due dates and conditions the convertible note. This Back End note is secured by a \$25,000 Promissory Note to the Company, issued by the Holder. The Company has the right to cancel the Back End note. If it elects to disallow such funding, then the Company's Back End Note will be cancelled along with the offsetting Holder's Promissory Note.</p>	25,000	-
<p>Convertible at the lessor of (a) \$0.004 or (b) at 40% discount of the lowest trade price during the 25 trading days immediately preceding conversion. Note matures in September 2016, has a 10% OID and bears a one time interest charge of 12% after ninety days (December 2014).</p>	33,000	-
	<u>\$ 1,084,319</u>	<u>\$ 882,000</u>

The debt holders are entitled, at their option, to convert all or part of the principal and accrued interest into shares of the Company's common stock at conversion prices and terms discussed above. The Company classifies embedded conversion features in these notes as a derivative liability due to the discount to market feature, which could require a settlement in shares that cannot be determined until such conversions occur. The Company may not be able to determine if sufficient authorized shares exist in connection with contemplated conversions, which requires liability classification.

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Convertible debt consisted of the following activity and terms:

		<u>Interest Rate</u>	<u>Maturity</u>
Convertible Debt Balance as of December 31, 2013	\$ 882,000	8% -12%	March 2008 – Sept. 2014 ((\$861,319 is in default as of December 31, 2014))
Borrowings during the year ended December 31, 2014	344,500	8% -12%	October 2014 – Sept. 2016
Conversions during the year ended December 31, 2014	<u>(142,181)</u>		
Convertible Debt Balance as of September 30, 2014	1,084,319		
Debt Discount	<u>(106,250)</u>		
Convertible Debt Balance as of December 31, 2014 - Net	<u>\$ 978,069</u>		

**(B) Debt Discount**

During the year ended December 31, 2014 and 2013, the Company recorded debt discounts totaling \$329,336 and \$518,489 respectively.

The debt discounts pertain to convertible debt that contains embedded conversion options that are required to be bifurcated and reported at fair value.

The Company amortized \$407,398 and \$371,924 during the year ended December 31, 2014 and December 31, 2013, respectively, to interest expense.

	<u>December 31, 2014</u>	<u>December 31, 2013</u>
Debt Discount	\$ 762,644	\$ 575,489
Amortization of debt discount	<u>(656,394)</u>	<u>(391,177)</u>
Debt Discount - net	<u>\$ 106,250</u>	<u>\$ 184,312</u>

**Note 9 – Derivative Liabilities**

Derivative liability – December 31, 2013	\$ 3,250,672
Fair value mark to market adjustment for convertible instruments	(1,369,726)
Reduction in fair value due to debt conversions	(280,186)
Fair value at the commitment date for convertible instruments	839,238
Derivative liability – December 31, 2014	<u>\$ 2,439,998</u>

The Company records debt discount to the extent of the gross proceeds raised, any excess amount is recorded as a derivative expense. The Company recorded a derivative expense of \$525,832 and \$793,097 for the year ended December 31, 2014 and 2013.

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The Company uses the Black-Scholes model to estimate the fair value of its derivative liabilities at the end of each reporting period. The fair value at the commitment and re-measurement dates for the Company's derivative liabilities were based upon the following management assumptions as of December 31, 2014:

	<u>Commitment Date</u>	<u>December 31, 2014</u>
Expected dividends:	0%	0%
Expected volatility:	238% - 449%	290% - 959%
Expected term:	0.50 - 2 years	0.01 - 1.68 year
Risk free interest rate:	0.08% - 0.37%	0.03% - 0.67%

**Note 10 – Related Party Transactions**

**(A) Accounts Payable – Related Party**

As of December 31, 2014 and December 31, 2013 the Company had accounts payable due to board members and companies owned by board members of \$385,677 and \$324,252. Since April 8, 2010 through December 31, 2014, management and board members have been loaning money to the Company, paying expenses on behalf of the Company and deferring salaries and consulting fees.

**(B) Related Party Consulting Services**

The Company incurred consulting expenses to a company that is owned by a board member, and for the year ending December 31, 2014 and December 31, 2013 the amounts were \$82,500 and \$150,000 respectively.

**(C) Notes Payable – Related Parties**

The Company executed various promissory notes to related parties since inception. New notes were issued for the year ending December 31, 2014, in the amount of \$2,373..

The notes had the following range of terms:

- Maturing in 3 months to 1 year;
- Non-interest bearing
- Unsecured
- Default interest rate at 6%, per annum;

During the years ended December 31, 2014 and 2013, the Company repaid \$34,071 and \$2,925 respectively leaving a balance of \$42,751 and \$73,949 respectively. The Company is currently in default on \$39,877 of these notes.

Debt under these obligations at December 31, 2014 and December 31, 2013 is as follows:

	<u>December 31, 2014</u>	<u>December 31, 2013</u>
Notes payable	\$ 42,751	\$ 73,949
Less: Current maturities	(42,751)	(73,949)
Notes payable, net of Current maturities	<u>\$ -</u>	<u>\$ -</u>

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**Note 11 – Retirement Plan**

401(k)

The Company provided a 401(k) employee savings and retirement plan (the “Plan”). The Plan covered all employees who have completed six months of consecutive service with 160 hours monthly or have completed one year of service. The Company matched 100 percent of a participant’s elective deferrals up to 3 percent of the participant’s compensation, plus 50 percent of the participant’s elective deferrals that exceed 3 percent of the participant’s compensation, up to 5 percent of the participant’s compensation. The Company has not contributed to the Plan for the year ended December 31, 2014 and 2013.

**Note 12 – Foreign Operations**

Costa Rica

Operations outside the U.S. include subsidiaries in Costa Rica. Foreign operations are subject to risks inherent in operating under different legal systems and various political and economic environments. Among the risks are changes in existing tax laws, possible limitations on foreign investment and income repatriation, government price or foreign exchange controls, and restrictions on currency exchange. These subsidiaries are still in the development stage and have not generated any revenues.

The consolidated financial statements of the Company’s subsidiary, located in Costa Rica, are translated from colones, its functional currency, into U.S. dollars, the Company’s functional currency. All foreign currency assets and liabilities are translated at the exchange rate in effect at the reporting date, and all revenue and expenses are translated at the month-end exchange rate. The effects of translating the financial statements of the foreign subsidiary into U.S. dollars are reported as a cumulative translation adjustment, a separate component of the accumulated other comprehensive income (loss) in the consolidated statements of the shareholders’ equity (deficit). Foreign currency transaction gains/losses are reported as a component of other income – net in the consolidated statements of operations. The amount of foreign currency transaction gains and losses and translation adjustments were de minimis during the year periods ended December 31, 2014 and 2013.

**Note 13 – Stockholders Deficit**

**Common Stock –**

Common Stock has 2,600,000,000 shares authorized at \$0.001 par value. Subject to the foregoing provisions, dividends may be declared on the Common Stock, and each Share of Common Stock shall entitle the holder thereof to one vote in all proceedings in which action shall be taken by stockholders of the Corporation.

For the year ended December 31, 2014 the following Common Stock has been issued:

- 256,410 Restricted Common Stock to Iconic Holdings, LLC. of Bethesda, MD. Stock was issued against the agreement for an Equity Line of Credit of up to five million dollars (\$5,000,000). This is the first of two tranches for their commitment fee of the contract.
- 122,200 Restricted Common Stock to Uptick Capital, LLC. of Stamford, CT. Stock was issued against services for consulting in strategic planning initiatives to enhance and accelerate the commercialization of the Company’s business objectives.

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- 2,777,131 Common Stock the Holder of various convertible notes that converted \$32,500 in principal and \$1,300 in accrued interest for a note with the maturity date of August 2014.
- 14,692,867 Common Stock to Tarpon Bay Partners, LLC., pursuant to Section 3(a)(10) of the Securities Act of 1933, stated by the Circuit Court of the Second Judicial Circuit in Florida.
- 2,952,307 Common Stock the Holder of various convertible notes that converted \$42,500 in principal and \$1,700 in accrued interest for a note with the maturity date of October 2014.
- 8,468,925 Common Stock the Holder of various convertible notes that converted \$32,500 in principal and \$1,300 in accrued interest for a note with the maturity date of December 2014.
- 7,511,667 Common Stock the Holder of a convertible note that converted \$16,641 in principal and \$0 in accrued interest for a note with the maturity date of September 2014.
- 1,613,333 Common Stock (Restricted) to Investor News Source Consulting, LLC. for services rendered during a four-month period.
- 5,903,598 Common Stock to Tarpon Bay Partners, LLC. Holder of a convertible note that converted \$8,320 in principal, \$2,271 in accrued interest and 2,415 in fees for a note with the maturity date of September 2014.
- 835,204 Common Stock the Holder of a convertible note that converted \$5,000 in principal and \$673 in accrued interest for a note with the maturity date of October 2013.
- 5,348,407 Common Stock the Holder of a convertible note that converted \$4,720 in principal and \$234 in accrued interest for a note with the maturity date of March 2015.

**Note 14 – Commitments and Contingencies**

Operating Leases

On November 1, 2010, the Company began leasing office space in Colorado Springs. This lease has been renewed for an additional three-year term. Monthly rent begins at \$694 per month and increases over the term of the lease. The Company is also responsible for paying a share of the landlord's property operating costs. The renewal lease began in November 2013 and expires in October 2016.

Rent expense amounted to \$20,237 and \$44,501 for the year ending December 31, 2014 and December 31, 2013, respectively and is included in selling, general and administrative expenses in the consolidated statements of operations.

Future minimum lease payments under these operating leases are approximately as follows:

Period Ending December 31,

2015		15,256
2016		13,147
Total		\$ 28,403

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Agreements with Placement Agents and Finders

In April 2011, the Company engaged, a Costa Rican investment bank, as its exclusive agent to advise the Company on the structuring of corporate openness and equity placement with the following terms:

- To assist the Company in connection with a best efforts private placement of up to \$9.5 million of the Company's equity and/or debt securities
- Compensation – a fee in an amount equal to 5% of the aggregate gross proceeds raised

A former principal member of the board of directors of the Company is an employee of the investment bank.

During the year ended December 31, 2011 the Company paid the investment bank fees of \$262,000. The Company is disputing \$195,400 of these fees. (See Note 4)

Liability Purchase Agreement

On March 19, 2014, the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida, entered an order approving, among other things, the fairness of the terms and conditions of an exchange pursuant to Section 3(a)(10) of the Securities Act of 1933, as amended, in accordance with a stipulation of settlement between STL Marketing Group, Inc., a Colorado corporation, and Tarpon Bay Partners, LLC, a Florida limited liability company, in the matter entitled Tarpon Bay Partners, LLC v. STL Marketing Group, Inc., Case No. 2014-CA-278. Tarpon commenced the Action against the Company on February 6, 2014 to recover an aggregate of \$519,282 of past-due accounts payable of the Company, which Tarpon had purchased from certain service providers of the Company pursuant to the terms of separate receivable purchase agreements between Tarpon and each of such vendors, plus fees and costs. The Assigned Accounts relate to certain legal, accounting, and financial services. The Order provides for the full and final settlement of the Claim and the Action. The Settlement Agreement became effective and binding upon the Company and Tarpon upon execution of the Order by the Court on March 19, 2014.

Pursuant to the Settlement Agreement, the Company shall issue and deliver to Tarpon shares (the "Settlement Shares") of the Company's Common Stock in one of more tranches as necessary, and subject to adjustment and ownership limitations, sufficient to generate proceeds such that the aggregate Remittance Amount (as defined in the Settlement Agreement) equals the Claim.

In addition, pursuant to the terms of the Settlement Agreement, the Company issued to Tarpon the Tarpon Initial Note in the principal amount of \$25,000. Under the terms of the Tarpon Initial Note, the Company shall pay Tarpon \$25,000 on the date of maturity which was May 31, 2014. This Note is convertible by Tarpon into the Company's Common Shares (See Note 8).

Also per the Company's agreement with Tarpon, the Company issued the Tarpon Success Fee Note in the principal amount of \$25,000 in favor of Tarpon as a commitment fee. The Tarpon Success Fee Note is due on September 20, 2014. The Tarpon Success Fee Note is convertible into shares of the Company's common stock (See Note 8).

In connection with the settlement, and during the year ending December 31, 2014, the Company issued Tarpon 14,692,867 shares of Common Stock from which gross proceeds of \$246,734 were generated from the sale of the Common Stock. In connection with the transaction, Tarpon received fees of \$81,287 and providing payments of \$165,447 to settle outstanding vendor payables. A portion of the fees that Tarpon has received, has not been fully documented by Tarpon to the Company as requested, and therefore are in dispute and are pending of file date. For audit purposes, we have recorded these fees as fees paid to Tarpon.

Any shares not used by Tarpon are subject to return to the Company. Accordingly, the Company accounts for these shares as issued but not outstanding until the shares have been sold by Tarpon and the proceeds are known. Net proceeds received by Tarpon are included as a reduction to accounts payable or other liability as applicable, as such funds are legally required to be provided to the party Tarpon purchased the debt from.

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*Litigations, Claims and Assessments*

The Company may become involved in various lawsuits and legal proceedings, which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise that may harm its business. Other than the litigation with Costa Rican Investment Bank, as discussed in Note 4, the Company is currently not aware of any such legal proceedings or claims that they believe will have, individually or in the aggregate, a material adverse affect on its business, financial condition or operating results.

**Note 15 – Subsequent Events**

The Company has evaluated all events that occurred after the balance sheet date through the date when the financial statements were available to be issued to determine if they must be reported. The Management of the Company determined that there are certain reportable subsequent events to be disclosed as follows:

On March 4, 2015, the Company received notice from the Financial Industry Regulatory Authority (the “FINRA Notice”) that the Company’s application for a 1:15 reverse split was approved. In accordance with the FINRA Notice, the 1:15 reverse split of the Company’s common stock went effective on March 5, 2015.

The following conversions have been made;

- 5,338,888 Common Stock the Holder of a convertible note that converted \$961 in principal and \$0 in accrued interest for a note with the maturity date of September 2014.
- 5,994,829 Common Stock the Holder of a various convertible notes that converted \$2,000 in principal and \$98 in accrued interest for a note with the maturity date of August 2015.
- 43,180,986 Common Stock the Holder of various convertible notes that converted \$17,995 in principal and \$0 in accrued interest for a note with the maturity date of March 2015.
- 21,848,938 Common Stock the Holder of various convertible notes that converted \$7,690 in principal and \$389 in accrued interest for a note with the maturity date of March 2015.
- 8,450,000 Common Stock the Holder of various convertible notes that converted \$1,521 in principal and \$0 in accrued interest for a note with the maturity date of May 2016.

**ITEM 14. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.**

There have been no changes in or disagreements with accountants on accounting or financial disclosure matters.

**ITEM 15. FINANCIAL STATEMENTS AND EXHIBITS.**

<b>Exhibit Number</b>	<b>Description</b>
3.1	Amended and restated Articles of Incorporation (incorporated by reference to Exhibit 3.1 to the Company's Form 10 registration statement filed with the Securities and Exchange Commission on July 30, 2013)
3.2	By-Laws (incorporated by reference to Exhibit 3.2 to the Company's Form 10 registration statement filed with the Securities and Exchange Commission on July 30, 2013)
10.1	Employment Agreement, dated October 15, 2012 by and between the Company and Jose Quiros (incorporated by reference to Exhibit 10.1 to the Company's Form 10 registration statement filed with the Securities and Exchange Commission on July 30, 2013)
10.2	Employment Agreement, dated October 15, 2012 by and between the Company and Jaime L. Kniep (incorporated by reference to Exhibit 3102 to the Company's Form 10 registration statement filed with the Securities and Exchange Commission on July 30, 2013)
10.3	Letter of Intent with SIEPAC (including English translation) (incorporated by reference to Exhibit 10.3 to the Company's Form 10 registration statement filed with the Securities and Exchange Commission on December 9, 2013)
10.4	Letter of Interest from CNFL (incorporated by reference to Exhibit 10.4 to the Company's Form 10 registration statement filed with the Securities and Exchange Commission on July 30, 2013)
10.5	Letter of Interest from Export-Import Bank of the United States dated May 1, 2012 (incorporated by reference to Exhibit 10.5 to the Company's Form 10 registration statement filed with the Securities and Exchange Commission on July 30, 2013)
10.6	Letter of Interest From Export-Import Bank of the United States dated October 14, 2014 (incorporated by reference to Exhibit 10.6 filed in the Company's Form 10/A registration statement filed with the Securities and Exchange Commission on February 20, 2015)
10.7	Strategic Alliance and Distribution Agreement, dated June 24, 2014 by and between the Company and Call Management Products, Inc.



**SIGNATURES**

In accordance with Section 12 of the Securities Exchange Act of 1934, the registrant caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: December 11, 2015

**STL MARKETING GROUP, INC.**

By: /s/ Jose P. Quiros

Name: Jose P. Quiros

Title: Chief Executive Officer

## STRATEGIC ALLIANCE AND DISTRIBUTION AGREEMENT

THIS Alliance and Distribution Agreement (this "Agreement") is made and entered into by and between Call Management Products, Inc. ("CMP"), a Colorado company, and PhoneSuite Solutions, Inc. ("PSS"), a Delaware company, and wholly owned subsidiary of STL Marketing Group, Inc.

WITNESSETH:

WHEREAS, CMP manufactures, markets and sells telecommunication products, namely PBX and PBX like equipment, into the North American hospitality industry and whereas PSS has been incorporated to assist CMP in said business and is charged with establishing a dealer network and to market and sell products in the Territory described in this Agreement; and

WHEREAS, the intent of the parties is to have PSS develop, at its cost, the Territories in this contract, to promote CMP's brands, name and products in a consistent manner globally; and

WHEREAS, it is desirable for PSS to act as a Strategic Ally of CMP, offer and use the name brands of CMP to achieve this goal, as well as receive preferential pricing to be able to build the desired dealer network on behalf of CMP in the Territories assigned, and that as a result of the envisioned relationship PSS will only work with CMP products in the Territories and that furthermore PSS shall provide CMP an option to purchase PSS in the future and therefore gain the dealer networks that are then established in these new markets on behalf of CMP's brands; and

WHEREAS, the parties desire to enter into a business relationship whereby PSS will develop new markets for CMP products in the specified territory.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the parties agree as follows:

1. Products. "Products" shall mean the goods manufactured, assembled and distributed by CMP which are described on Exhibit A, as such Exhibit may be amended from time to time by the parties. The terms applicable to additional products shall be the same terms and conditions as set forth herein unless otherwise agreed in writing. Products shall be subject to the patents and trademarks identified in this Agreement, or to the extent applicable, to such patents and trademarks as shall be identified in revisions of the Schedules hereto.

2. Designation as a Strategic Ally & Distributor. CMP hereby designates, authorizes and appoints PSS as an exclusive Strategic Ally for the Products in the Territory, and PSS hereby accepts such appointment, subject to the terms and conditions of this Agreement.

3. Option to Purchase. At any point five years, or later, after the execution of this Agreement, CMP shall have the right in its sole discretion to purchase PSS, or substantially all of its assets used in its business as a going concern, including its web site and dealer network developed for CMP. The price shall be a lump sum payment, five times the average annual net earnings reported of the previous (audited) three years. Net earnings represent the amount of sales revenue left over after all operating expenses, interest, taxes and preferred stock dividends (but not common stock dividends) have been deducted from a company's total revenue. In making this price determination, Unbooked Expenses will be included in the expenses of PSS. "Unbooked Expenses" are expenses that would have been booked by PSS but for the fact that an affiliate of PSS paid or absorbed the expense, or provided the corresponding goods or service at no charge, or at a discount. At the time of the closing of the purchase upon exercise of this option (if any), PSS will cause its affiliates, including but not limited to a parent company, each to execute a thirty-six (36) month noncompetition and non-solicitation agreement.

4. Quota. Each year CMP and PSS will establish a mutually agreed upon sales quota for PSS to meet. Said quota for the ensuing year must be established no later than October 31 of the current year. Based on factors including but not limited to commercially reasonable goals, prior performance, market conditions and industry standards, the parties shall diligently pursue quota negotiations in a timely manner, and each party shall use its best efforts in negotiating the quota figures. Either party in its reasonable discretion may approve or withhold approval of a quota. This quota must be feasible within the constraints of the Territory for CMP products. Failure from PSS to meet such quotas will initiate a remedial process to improve and meet new sales goals, in accordance with Section 13(b)(ii). Failure to meet sales goals cannot be based on lack of support from or lack of competitive product from CMP. It is understood, that CMP currently has no infrastructure addressing the Territory and that PSS will have to develop in full. The first quota will be set for 2015. The interim period between the execution of this contract and the date for the quota, will allow CMP and PSS to work on necessary approvals and market analysis. Unless otherwise agreed, all quotas will be annual quotas based on the calendar year. Failure to meet a pro-rata portion of a quota in a calendar quarter shall not be failure to meet the quota, as long as the year-end results satisfy the quota.

5. Term. The term of this Agreement shall commence upon execution by both parties and shall continue (i) for a period of five (5) years, whereupon the term will automatically renew annually and be extended for an additional year unless either party provides written notice of termination no less than one-hundred twenty days prior to the end of the then current term or (ii) until terminated as provided in Section 14 hereof. In the event the contract is not renewed by CMP, CMP agrees not to sell, promote or market, for a period of one (1) year, to the established, then current dealer network developed by PSS in accordance with this Agreement unless CMP exercises its option to purchase as described in Section 3.

6. Territory; Restrictions. PSS is hereby authorized to market and sell the Products in the Territory described on Exhibit B (the "Territory") and in no other location, country or territory. PSS shall sell Products only to persons whose principal place of business is located in the Territory. For the purpose of this contract, Territory can be defined as either a market within a specific geographical area such as the SMB market in the United States or a specific geographical area such as outside of North America.

7. Conduct of Business. PSS shall have the following additional duties and responsibilities:

- (a) to continually use commercially reasonable efforts to sell the Products in the Territory, to employ competent, well-trained sales personnel involved in such efforts, and to encourage the purchase of the Products;

(b) to conduct an ongoing marketing and advertising program to promote the sale of the Products at its expense in connection with the operation of its business in the Territory, including without limitation, attendance at trade shows for the exclusive purpose of promoting the Products;

(c) if requested by CMP, all advertising, merchandising, publicity and promotional materials used by PSS for the Products must receive the prior approval of CMP, and CMP reserves the right to veto the same in whole or in part at its discretion. At no time shall said approval be unduly withheld or delayed;

(d) in connection with the promotion and marketing of the Products, PSS shall (i) make clear, in all dealings with customers and prospective customers, that it is acting as separate legal entity; (ii) comply with all legal requirements from time to time in force relating to the storage and sale of the Products; (iii) from time to time consult with representatives of CMP for the purpose of assessing the state of the market in the Territory; (iv) at the request of CMP, provide CMP with copies of sales aids, including, without limitation, catalogues, sales brochures, and sales manuals, relating to the Products; and (v) permit CMP representatives to inspect any premises or documents used by PSS in connection with the sale of the Products;

(e) to promptly inspect, or cause the prompt inspection of, the Products upon delivery of a shipment;

(f) to provide installation of Products and ongoing customer service, at PSS' sole expense, including Level I and Level II technical support, based on the guidelines adopted by CMP from time to time;

(g) to register installation of all Products with CMP, including providing any customer information as reasonably required by CMP, and to provide CMP with any updates to this information such that it remains current:

(h) to comply in all material respects with all laws, regulations or orders of any and all governmental authorities applicable to PSS's sales activities with respect to the Products;

(i) to maintain such insurance coverage and in such amounts as may be reasonably specified from time to time by CMP, including property and casualty, general liability and worker's compensation insurance;

(j) to ensure that all of its customers receive an end-user license in the form approved by CMP; and

(k) to permit CMP, no more than once per PSS fiscal year and upon reasonable prior notice, to review the books and records of PSS (during normal business hours) with respect to its sales of, and other matters regarding, CMP Products, and to make copies of documents pertaining and reasonably related to such review.

## 6. Price and Payment.

(a) Price. All purchases of Products made by PSS shall be upon the current terms and prices established by CMP from time to time, and shall be subject to the terms and conditions set forth in the standard CMP purchase order to the extent not inconsistent with the terms hereof. CMP expressly reserves the right to change the price of the Products together with any discount available to PSS; provided PSS shall be given written notice ninety (90) days in advance of any price change and shall be supplied with price sheets promptly upon publication or revision. In the event of an increase in the price of said Products for which orders have been placed, PSS may, at its option, cancel such orders in whole or in part within thirty (30) days after receipt of the announcement of such price increase or take delivery within sixty (60) days of all pending orders at the previous existing price. Prices are expressed in United States dollars. The price does not include applicable sales, use, goods and services, excise, value added, or similar taxes, and if applicable, shall be the responsibility of the PSS, whether or not stated on the invoice. Pricing shall reflect a “cost plus” strategy allowing PSS the ability to establish a dealer network and reflective of PSS costs to market, develop and support CMP’s products in the Territory. Said pricing will be detailed in Exhibit C (“Price Schedule”).

(b) Terms of Payment. PSS shall pay all invoices, net forty-five (45) days in full unless there is a bona fide dispute with invoice over faulty product or product has been returned. Invoices are to be paid in United States dollars. PSS may request CMP’s written approval different terms with respect to a particular customer, if circumstances warrant.

## 7. Ordering and Shipping Product.

(a) Purchase Order. PSS shall order products from CMP by issuing a purchase order in a form provided or approved by CMP (a “Purchase Order”), specifying the quantity of products, the desired delivery date, shipping method, and the location to which Product is to be shipped. CMP understands and agrees that PSS purchases from CMP for the purpose of resale, and that resale delivery commitments shall be provided to PSS’s customers. In any case where delivery from CMP to PSS is delayed more than thirty (30) days for complete or partial Purchase Orders from expected delivery date, PSS shall have the right to cancel the order without charge. Each order for the Products shall constitute a separate agreement, and any default by CMP in relation to any one Purchase Order shall not entitle PSS to terminate this Agreement. PSS shall pay CMP for any freight and any other costs incurred by CMP in accordance with this Section 7, as charged by CMP under the invoicing procedures provided in this Agreement.

(b) Freight. All prices are F.O.B. Broomfield, Colorado. If delivery is required, under different INCOTERMS, to a different location, the Purchase Order will specify the INCOTERMS that are applicable and the costs of freight, if any, will be added to the cost of the products.

(c) Title. Products shall be delivered free from all liens and encumbrances. Title to all Products covered by this Agreement shall pass to PSS upon delivery to a common carrier or freight forwarder in Broomfield, Colorado or as specified on the Purchase Order (using INCOTERMS) where any additional costs, if any, will be added to the cost of the goods. PSS, or the customer in the case of Product delivered directly to the customer, shall promptly inspect all Products and promptly return all Products, which are not accepted.

(d) Risk of Loss. All risk of loss will pass to PSS when CMP delivers the Product to a common carrier or freight forwarder in Broomfield, Colorado, or as specified on the Purchase Order (using INCOTERMS) where any additional costs, if any, will be added to the cost of the goods, at which time risk of loss shall pass to PSS, and which shall constitute delivery to PSS to the same extent as if delivery had been made directly to PSS and such carrier shall be PSS's agent. Notwithstanding the foregoing, and regardless of when and to whom title passes, PSS will be liable for all risk of loss for goods subject to a Purchase Order upon CMP's delivery of the goods to a common carrier or freight forwarder, and PSS shall indemnify and hold CMP for any such loss. CMP shall not be liable for any delay, loss or damages in shipment.

(e) Availability of Products. CMP shall not be under any obligation to continue the manufacture of all or any of the Products or to accept any order received from PSS. CMP shall be entitled to make such alterations to the specification of the Products, as it deems necessary from time to time. Said change in availability may reduce or change Section 4 (Quota).

8. Warranties. All Products sold and delivered to PSS shall be made with the repair and return policy set by CMP from time to time and as applicable at the time of sale. PSS is not authorized to make, and shall not make, any warranty on behalf of CMP to purchasers or consumers of the Products other than the warranty set forth at the time of sale as issued by CMP. The only warranty CMP provides with respect to any Products is the written limited warranty statement provided with the Products or, if no warranty statement is provided with Products, the Limited Warranty Statement available from CMP.

THESE WARRANTIES AND THE REMEDIES SET FORTH IN THIS SECTION 8 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED. CMP MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING ANY OF THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CMP DOES NOT ASSURE UNINTERRUPTED OPERATION OF THE PRODUCTS OR THAT THE PRODUCTS WILL MEET ANY PARTICULAR REQUIREMENTS OF PSS OR ITS CUSTOMERS OR THAT PRODUCTS OR THEIR OPERATION WILL BE ERROR-FREE. PSS WILL NOT MAKE ANY WARRANTIES REGARDING ANY PRODUCTS. IN NO EVENT WILL CMP BE LIABLE TO PSS OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE ANY OF THE PRODUCTS, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN NO EVENT SHALL CMP'S LIABILITY FOR DAMAGES EXCEED THE PRICE PAID BY PSS FOR THE PRODUCT UNIT WHICH GIVES RISE TO THE CLAIM.

## 9. Use of Licensed Property

(a) Licensed Property; Grant. The trademarks and trade names that are the subject of this Agreement include those set forth on Exhibit D, including all derivations thereof (collectively the "Licensed Property"; Licensed Property includes but is not limited to any current and future registrations of the Licensed Property, and any derivations of the License Property), and also include any other trade names, trademarks or service marks that CMP now uses or in the future may use. PSS acknowledges that CMP is and shall remain the sole owner of the Licensed Property. CMP hereby grants PSS a nontransferable, non-exclusive license and right to use the Licensed Property solely for the marketing and sale of Products in the Territory on the terms set forth in this Agreement. PSS shall have no rights or claims with respect to the marketing and sale of Products in any location other than the Territory. Upon termination of this Agreement for any reason, PSS shall immediately cease all use of the Licensed Property.

Prior to beginning sales of any Products in a country outside of the United States, PSS shall take all action reasonably necessary to protect the Licensed Property used in connection with such Products on CMP's behalf in that country. PSS will not use, register or take other action outside of the United States with respect to the Licensed Property prior to PSS presenting CMP with a plan to protect the Licensed Property in that country, and CMP giving written approval of the plan, which approval will not be unreasonably withheld or delayed. Unless CMP has provided prior written consent, any registrations of the Licensed Property shall be in the name of CMP as owner.

Except as expressly provided in this Agreement, CMP does not grant any right, title or interest any intellectual property

(b) Restrictions. PSS shall not: (i) make any modifications to the Products or their packaging; (ii) alter, remove or tamper with any Licensed Property, numbers, or other means of identification used on or in relation to the Products; (iii) use any of the Licensed Property in any way which might prejudice their distinctiveness or validity or the goodwill of CMP therein; (iv) use in relation to the Products any trade marks other than the Licensed Property without obtaining the prior written consent of CMP; or (v) use in the Territory any trademarks or trade names, unless having received prior approval, in any way similar to any Licensed Property or which are likely to cause confusion to customers or potential customers.

(c) Sublicenses. PSS shall not sublicense any right or interest with respect to the Licensed Property or this Agreement to any third party.

(d) Proprietary Rights. PSS acknowledges and agrees that (i) nothing contained in this Agreement shall be construed to convey any rights or proprietary interest in the Licensed Property other than the specific license granted hereunder and any enhancement in the value of the Licensed Property or goodwill related thereto in the Territory or elsewhere, which results from the efforts of PSS or otherwise, shall inure and accrue to the sole and exclusive benefit of CMP; and (ii) upon the expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with PSS's use of the Licensed Property. PSS agrees that during the term of this Agreement, and after the expiration or termination hereof, PSS shall not, directly or indirectly, commit an act of infringement or contest or aid in contesting the validity, ownership, title or registration of the Licensed Property, or take any other action in derogation thereof.

(e) Software. CMP is and at all times shall remain the sole owner of the software used in connection with the Products (except for third party components).

10. Confidentiality. During the term of this Agreement, each party will disclose, and will have access to, proprietary information of the other which constitutes confidential trade secrets owned solely and exclusively by the other. All such confidential information is herein referred to as the "Trade Secrets", and includes, without limitation, the following:

- (a) product information and identities of Dealers;
- (b) customers, customer lists, and the principal contact person with the customer;
- (c) methods of product development, assembly and manufacture;
- (d) pricing information, bidding information and strategies, marketing strategies and advertising policies; and
- (e) factory and manufacturing information, identity of suppliers and business relationships, business plan for future years, new product developments, and support service locations.

"Trade Secrets" shall not include information that is publicly available or information that each learns or becomes aware of from sources other than the other party (unless such sources are breaching a duty of confidentiality) and its agents. Each party shall keep secret, and not disclose or reveal, any portion of the Trade Secrets to any person or entity other than its employees and sub-agents on a need to know basis. The covenants and agreements set forth in this paragraph shall continue so long as such confidential information remains a trade secret of such other party and shall survive the termination of this Agreement.

11. Relationship. The relationship of the parties shall be that of independent contractors for all purposes and in all situations. Neither is the agent of the other. This Agreement and any actions taken with respect thereto shall not form a partnership or joint venture, and the parties are and shall not be partners of one another. PSS shall be responsible for all of its own required reporting of income and payment of taxes required by any federal, state or local statutes, including any applicable state and local sales, use or income taxes. In no event, shall either party be an agent of the other, or liable or responsible for any debt or obligation of the other.

12. Sale and Assignment.

(a) Standards. This Agreement and PSS's rights and interest hereunder shall not be subject to sale, assignment, transfer or encumbrance, conveyance, consolidation or merger (all of which are hereafter included within the term "transfer") in whole or in part in any manner whatsoever, without the prior written consent of CMP, which consent shall not be unreasonably withheld. CMP shall require as conditions precedent to the granting of its consent that:



(i) There shall be no existing material default in the performance or observance of any of PSS's obligations under this Agreement or any other agreement with CMP, and PSS shall have settled all outstanding accounts with CMP;

(ii) CMP shall determine, in its reasonable judgment, that the prospective transferee will be able to operate the business as a Strategic Ally & Distributor of the Products in a profitable manner;

(iii) The proposed transferee shall have agreed, in writing, with CMP to assume and perform all of the duties and obligations required to be performed, fulfilled and observed by PSS hereunder;

(iv) Neither this Agreement, nor any of the rights conferred on PSS hereunder shall be retained by PSS as security for the payment of any obligation that may arise by reason of any such transfer, or in any way be pledged or collateralized.

(b) Nonconforming Transfers. Any attempt by PSS to transfer any of its rights or interest under this Agreement without the express prior written consent of CMP shall constitute a material breach of this Agreement and CMP shall have the right to terminate this Agreement upon written notice to PSS. CMP shall not be bound by any attempted sale, assignment, transfer, conveyance or encumbrance in any manner whatsoever, by law or otherwise, of any of PSS's rights or interest under this Agreement unless its express written consent has first been obtained.

(c) Transfer of Control. Any transfer of PSS's capital stock or equity interests which results or may result in the present stockholders or equity holders as a group owning beneficially and of record less than fifty-one percent (51%) of its capital stock or equity interests shall be deemed a transfer of PSS's rights under this Agreement.

(d) CMP Transfer. This Agreement and CMP's rights, interests and obligations hereunder may be sold, assigned or transferred by CMP in whole or in part in any manner whatsoever, without the consent of PSS, but said transfer shall not affect the existing agreement.

### 13. Default; Remedies.

(a) Default. The following shall constitute an event of default:

(i) Failure by PSS to make payment within forty-five (45) days of invoice, unless there is a bona fide invoice dispute for a valid reason such as faulty product or a pricing error or the product has been returned. If there is a dispute regarding an invoice, said dispute must be resolved or found unsubstantiated and reasonable time allowed for CMP or PSS to cure;

(ii) A party shall fail or refuse to keep or perform any other material covenant or obligation herein contained on its part to be kept or performed and such default shall continue for a period of thirty (30) days after the date of receipt of written notice from the non defaulting party specifying such default, or within such additional period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within said thirty (30) day period, provided that curative or corrective action has been commenced within such thirty (30) day period and is diligently pursued until the default is cured or corrected; or

(iii) A party shall make an assignment for the benefit of creditors, or shall file or have filed against it a petition under any bankruptcy or insolvency code, law, or statute which is not dismissed within sixty (60) days after filing; or

(iv) A party defrauds or disparages the other, or there is a material misrepresentation hereunder.

(v) Failure by PSS to meet its agreed to annual quota.

(b) Remedies. Upon any default, which is not timely cured within any cure period set forth herein, the non-defaulting party shall be entitled to the following remedies:

(i) If the default is a PSS related default, all outstanding amounts shall become immediately due and payable without notice, and interest shall accrue on such unpaid balance at the rate of 1½% per month until paid except for any invoices in dispute;

(ii) If PSS fails to meet its quota, CMP and PSS shall develop a remedial plan to ensure sales levels are adequate and meet the previously assigned quota, or a newly agreed upon quota. Said plan shall be developed in no more than sixty (60) days and the new quota shall be implemented at that stage allowing adequate time to implement the recommendations of CMP. Notwithstanding the foregoing, if upon implementation and after a full six (6) calendar month period sales results would, on an annualized basis, not meet the plan requirements for achieving quota, it shall constitute an uncured default under Section 4 of this Agreement. It will not, however, be a default if the primary reason for non-performance of the Plan is the result of technical problems identified by PSS prior to implementation of the Plan, and which CMP has agreed to attempt to rectify.

(iii) This Agreement shall be enforceable by either party in law or in equity, and either party shall be entitled to specific performance and/or damages arising from the default, and shall be entitled to terminate this Agreement. If either of the parties shall commence legal or equitable action against the other party to enforce the terms of this Agreement or for damages, remedy or relief for a breach thereof, the non-prevailing party shall pay all reasonable expenses of said litigation incurred by the prevailing party, including but not limited to a reasonable sum for attorney's fees, in addition to any other award by the court.

(c) Consequential, Incidental or Special Damages. Neither party shall be liable to the other for any punitive, consequential, incidental or special damages incurred by the other. Neither party shall, by reason of the expiration or non-renewal of this Agreement, be liable to the other for compensation, reimbursement or damages for any reason, including, without limitation, on account of the loss of prospective profits on anticipated sales, or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of the other. PSS shall use its best efforts to include a clause in its contracts with customers which deny consequential, incidental or special damages.

(d) Indemnity. PSS shall hold CMP harmless and indemnify CMP from any and all claims, liabilities, injuries, damages, and expenses (including but not limited to reasonable attorney fees and court costs) of every kind and nature whatsoever (a) arising or allegedly arising from any act or omission of PSS or any of its employees or agents; (b) resulting from or in connection with a breach by PSS of a term of this Agreement; (c) as an actual or alleged direct or indirect consequence of termination of this Agreement in accordance with its terms; and (d) arising or allegedly arising from any act or omission of any third party in relation to Products sold to PSS pursuant to this Agreement.

#### 14. Termination.

(a) Events Causing Termination. This Agreement shall terminate upon failure to cure a default in timely fashion as provided under Section 13 of this Agreement, including but not limited to with respect to unsuccessful quota remedial measures, or at the end of the then current Term upon written notice of nonrenewal in accordance with Section 5.

(b) Repurchase After Termination. Within thirty (30) days after the date of termination (the "Termination Date"), CMP at its sole discretion may repurchase from PSS any or all Products and all repair and replacement parts therefore which are new and unused of which PSS is then the owner, at the net price paid by PSS or at CMP's then current net price generally, whichever is lower. CMP would bear all return transportation costs.

(c) Deliveries After Termination. After the Termination Date shall have been established or agreed to, or within ninety (90) days prior to the Termination Date (unless another agreement in writing relating to said Products shall then be in effect), CMP shall be obligated to deliver and PSS shall be obligated to accept only such Products as PSS shall have ordered from CMP prior to such establishment of the Termination Date; provided, however, that in no event shall CMP be obligated to sell or deliver, or PSS be obligated to accept, any Products after the Termination Date.

(d) Sales After Termination. The acceptance of any order from, or the sale of any Products to PSS after the Termination Date shall not be construed as a renewal or extension thereof, nor as a waiver of termination, but in the absence of a new written agreement all such transactions shall be governed by provisions identical with the provisions of this Agreement.

(e) Other Consequences of Termination. Upon the termination of this Agreement:

(i) All rights, licenses and privileges granted to PSS under this Agreement shall immediately cease and terminate;

(ii) PSS shall discontinue the use of the Licensed Property and any items bearing any Licensed Property, except that PSS may sell its remaining finished product inventory of Products for ninety (90) days thereafter;

(iii) In no event shall either party be liable for any debts of the other to third parties;

(iv) CMP shall have no obligation for any warranties made by PSS or for which PSS may be responsible, and the warranty for all Products for which the warranty has not commenced shall commence as of the Termination Date;

(v) PSS shall return to CMP all sales and other promotional material in its possession relating to CMP, the Products and the Licensed Property, and shall cease to use any identification with CMP for any purpose; and

(vi) PSS shall cease any use of the corporate name PSS Solutions, Inc. other than in connection with the winding up of the company's business.

(vii) Unless CMP exercises the purchase option in accordance with Section 3, upon termination of this Agreement CMP shall not sell, market or promote its products, for a period of one (1) year, to the then current PSS dealer network that has been established in accordance with this Agreement. Notwithstanding the foregoing, if CMP has terminated this Agreement for default by PSS other than failure to achieve quota and failure of a remedial plan, the restrictions of this subsection 14(e)(vii) shall not apply.

(f) Survival. The terms of this **Section 14** shall survive termination of this Agreement.

#### 15. Miscellaneous.

(a) Entire Agreement. This Agreement, including the exhibits and schedules attached hereto, contains the entire agreement between the parties and supersedes and renders null and void any prior agreements and proposals, oral or written, that may have existed between the parties. All schedules and exhibits attached to this Agreement or referred to herein are incorporated herein and made a part of this Agreement. This Agreement may not be changed orally but only by agreement in writing signed or countersigned by an authorized representative of the parties.

(b) Assignment. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and any permitted successors and assigns.

(c) Non-Solicitation Of Employees. Each party agrees that during the term of this Agreement, and for a period of two years following termination of this agreement, each party will not, directly or indirectly, solicit or induce, or attempt to solicit or induce, any current or future employee of the other to leave their employment for any reason.

(d) Waiver. Failure by either party to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any time be deemed a waiver or relinquishment of any further such rights or powers.

(e) Notices. All notices, requests and demands (other than routine operational communications) shall be in writing and shall be deemed duly given (i) when delivered by hand, (ii) on the designated day of delivery after being timely given to an express overnight courier with a reliable system for tracking delivery, (iii) when sent by confirmed facsimile or electronic mail with a copy sent by first class mail or another means specified in this Section, six (6) days after the day of mailing, when mailed by first class mail, registered or certified mail, return receipt requested and postage prepaid and addressed, as below:

If to CMP:  
Call Management Products, Inc.  
Attn. Mr. Frank Melville  
2150 W. 6th Avenue, Unit D  
Broomfield, CO 80020  
Email: [fmelville@phonesuite.com](mailto:fmelville@phonesuite.com)

If to PSS:  
PhoneSuite Solutions, Inc.  
Attn. Mr. Jose P. Quiros  
10 Boulder Crescent, Suite 102  
Colorado Springs, CO 80903  
Email: [jquiros@v3rsant.com](mailto:jquiros@v3rsant.com)

(f) Severability. In the event that any portion of this Agreement may be held to be invalid or unenforceable for any reason, it is agreed that said invalidity or unenforceability shall not affect the other portions of this Agreement, and that the remaining covenants, terms and conditions or portions thereof shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable and enforceable, including provisions relating to the term and territory.

(g) Force Majeure. The parties shall not be in default or liable for failure to perform any part of this Agreement, in any instances where such performance is rendered commercially impracticable, or failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, act of terrorism, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, materials or labor shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a CMP subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from PSS, or otherwise arisen out of causes beyond the control of the defaulting party.

(h) Governing Law; Venue. This Agreement shall be governed by the law of the state of Colorado. Venue and jurisdiction for any cause of action between the parties shall be deemed to be exclusively in any federal or state court in Colorado.

(i) Headings. Headings of this agreement are inserted solely for the purpose of convenience of reference and are in no manner to be construed as a part of the agreement.

16. Additional Terms. Additional terms, if any, are set forth on the Addendum attached hereto.

17. Exhibits. All Exhibits referenced herein are incorporated herein in their entirety.

18. Counterparts. This Agreement may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one and the same instrument. A facsimile copy of this document as originally executed has the same efficacy as the original, including for purposes of indicating intent to be bound by its terms.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by a duly authorized officer as of the day and year indicated below.

Call Management Products, Inc.

PhoneSuite Solutions, Inc.

By: \_\_\_\_\_  
Frank Melville  
President

By: \_\_\_\_\_  
Jose P. Quiros  
CEO

Date: June 26<sup>th</sup>, 2014

Date: June 26<sup>th</sup>, 2014

EXHIBIT A

DESCRIPTION OF PRODUCTS

EXHIBIT B

TERRITORY

CMP hereby appoints, per the terms of this agreement, PSS the following Territory:

Geographical Area	Market
International, outside of Canada & the United States) <sup>(1)</sup>	All products
United States	General business, excluding the hospitality and assisted living industries/ verticals.

<sup>(1)</sup> CMP, at any point in time, has the right to give written notification to PSS that CMP believes PSS is not addressing the needs of a specified geographical region, and PSS will have a right to commit, within fifteen (15) business days, to addressing that region; otherwise CMP has the right to immediately remove that geographic region from the Territory and work with another vendor for that geographic region.



EXHIBIT C

PRICE

16

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EXHIBIT D

TRADEMARKS AND TRADE NAMES

Trademarks & Trade Names

PhoneSuite U.S. Patent and Registration Office registration no. 3012270  
Voiceware U.S. Patent and Registration Office registration no. 4334554  
Series 2