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

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) of the
SECURITIES EXCHANGE ACT OF 1934

March 31, 2014
Date of Report (Date of Earliest event reported)

BROADLEAF CAPITAL PARTNERS, INC.
(Exact Name of Registrant as Specified in Charter)

Nevada	814-00175	86-0490034
(State or other Jurisdiction Of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

3887 Pacific Street, Las Vegas, NV	89121
(Address of principal executive offices)	(Zip code)

Registrant's telephone number, including area code: (702) 650-3000

N/A
(Former Name or Former Address, If Changed Since Last Report)

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

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

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

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

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

Item 1.01 Entry Into a Material Definitive Agreement.

Please see the disclosures set forth under Item 2.01 herein below.

Item 2.01 Completion of Acquisition or Disposition of Assets.

Texas Gulf Oil & Gas Asset Acquisition

On March 31, 2014, Broadleaf Capital Partners, Inc., a Nevada corporation (the "Company"), entered into a Purchase Agreement (the "TGOG Agreement") with Texas Gulf Oil & Gas, Inc., a Nevada corporation ("TGOG"). On March 31, 2014, there was a the Closing of the transaction (the "TGOG Closing Date"). Pursuant to the terms of the TGOG Agreement, the Company's wholly owned subsidiary, Texas Gulf Exploration & Production, Inc., acquired certain assets and assumed certain liabilities of TGOG, in exchange for the issuance of 90 newly-issued shares of the Company's Series A Convertible Preferred Stock, par value $0.01 per share ("Series A Preferred Stock").

The amount of the consideration given for the acquisition of assets was determined pursuant to arm's length negotiations between the parties. The summary of the TGOG Agreement set forth above does not purport to be a complete statement of the terms of the TGOG Agreement. The summary is qualified in its entirety by reference to the full text of the TGOG Agreement which is being filed with this Current Report on Form 8-K (this "Report") as Exhibit 2.1 and incorporated herein by reference.

Litigation Capital Inc. Asset Acquisition

Also, on March 31, 2014, the Company entered into a Purchase Agreement (the "Litigation Capital Purchase Agreement") with Litigation Capital, Inc., a Nevada corporation, ("Litigation Capital"). On March 31, 2014, there was a the Closing of the transaction (the "Litigation Capital Closing Date"). Pursuant to the terms of the Litigation Agreement, the Company's wholly owned subsidiary, Legal Capital Corp., acquired certain assets and assumed certain liabilities of Litigation Capital, in exchange for the issuance of 300,000 newly-issued shares of the Company's Series B Preferred Stock, par value $0.01 per share ("Series B Preferred Stock").

The amount of the consideration given for the acquisition of assets was determined pursuant to arm's length negotiations between the parties. The summary of the Litigation Capital Agreement set forth above does not purport to be a complete statement of the terms of the Litigation Capital Agreement. The summary is qualified in its entirety by reference to the full text of the Litigation Capital Agreement which is being filed with this Report as Exhibit 2.2 and incorporated herein by reference.

Sustained Release, Inc. Rescission

On March 31, 2014, the Company and Sustained Release, Inc. ("SRI") entered into an Agreement ("the "SRI Rescission Agreement") whereby the Acquisition Agreement by and between the Company and SRI dated November 29, 2013 (the "SRI Acquisition Agreement ") was rescinded. SRI had operated as a wholly subsidiary of the Company from December 1, 2013 through March 31, 2014, but due to the Company's acquisition of assets of TGOG and Litigation Capital, the operations of SRI were deemed not be a a core part of the Company's business model. As reported in the Company's Current Report on Form 8-K which was filed with the Securities and Exchange Commission on December 4, 2013, pursuant to the SRI Acquisition Agreement the Company had agreed to issue 2,220,000 of a Series A Preferred Stock to the shareholders of SRI for their shares of common stock of SRI. However, these shares of Series A Preferred Stock were never issued by the Company. Moreover, as disclosed in the same Current Report, the Company had initiated a private placement offering of up to 12,000,000 shares of Series A Preferred Stock to fund the operations of SRI. No sales of Series A Preferred Stock were ever sold in this proposed private placement and the Company has withdrawn this private offering.

The summary of the SRI Rescission Agreement set forth above does not purport to be a complete statement of the terms of the SRI Rescission Agreement. The summary is qualified in its entirety by reference to the full text of the SRI Rescission Agreement which is being filed with this Report as Exhibit 2.3 and incorporated herein by reference.

Item 3.02 Unregistered sales of equity Securities.

In connection with the closing of the TGOG Agreement and the Litigation Capital Agreement, described in Item 2.01 above, the Company issued 90 shares of Series A Preferred Stock to TGOG and 300,000 shares of Series B Preferred Stock to Litigation Capital on the Closing Dates. Each of TGOG and Litigation Capital has represented that it was acquiring the respective shares of Series A Preferred Stock or Series B Preferred Stock for investment and not with a view toward resale or public distribution of such shares, and acknowledged that the shares of Series A Preferred Stock or Series B Preferred Stock had not been registered under the Securities Act of 1933 (the "Securities Act") and that they constituted "restricted securities" as that term is defined in Rule 144 promulgated under the Securities Act. The certificates representing such shares of Series A Preferred Stock and Series B Preferred Stock will bear a restrictive legend. The issuance of securities to TGOG and Litigation Capital was conducted in reliance on Regulation D.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 3, 2014, the Company's Board of Directors received and accepted the resignation of Robert Anderson as a director of the Company.

Item 9.01 Financial Statements and Exhibits.

(a) Financial statements of business acquired. The financial statements required to be filed pursuant to this Item will be filed by amendment no later than 71 calendar days after the date on which this Report is required to be filed.

(b) Pro forma financial information. The pro forma financial information that is required to be filed pursuant to this Item will be filed by amendment no later than 71 calendar days after the date on which this Report is required to be filed.

(c) Shell company transactions. Not applicable.

(d) Exhibits.

EXHIBIT	**DESCRIPTION**	**LOCATION**
2.1	Purchase Agreement dated March 31, 2014, by and between Broadleaf Capital Partners, Inc. and Texas Gulf Oil & Gas, Inc.	Provided herewith
2.2	Purchase Agreement, dated March 31, 2014, by and between Broadleaf Capital Partners, Inc. and Litigation Capital, Inc.	Provided herewith
2.3	Agreement dated March 31, 2014 by and between Broadleaf Capital Partners, Inc. and Sustained Release, Inc.	Provided herewith
4.1	Certificate of Designations of Series A Convertible Preferred Stock	Provided herewith
4.2	Certificate of Designations of Series B Preferred Stock	Provided herewith

Exhibit 2.1

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 31st day of March, 2014, by and between the following:

BROADLEAF CAPITAL PARTNERS, INC, a Nevada corporation, (the "Company") ; and

TEXAS GULF OIL & GAS, INC., a Nevada corporation (the "Seller").

W I T N E S S E T H

Precautionary and Forward-Looking Statements

This Agreement contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and such forward-looking statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. "Forward looking statements" describe future expectations, plans, results, or strategies and are generally preceded by words such as "may," "future," "plan" or "planned," "will" or "should," 'expected," "anticipates," "draft," "eventually" or "projected." You are cautioned that such statements are subject to a multitude of risks and uncertainties that could cause future circumstances, events, or results to differ materially from those projected in the forward-looking statements, including the risks that actual results may differ materially from those projected in the forward-looking statements as a result of various factors, and other risks identified in Broadleaf's disclosures or filings with the SEC. You are further cautioned that penny stocks, like Broadleaf, are inherently volatile and risky and that no investor should buy this stock unless they can afford the loss of their entire investment.

WHEREAS, subject to the terms and conditions of this Agreement, the Company and Seller desire for the Company to purchase from Seller and for Seller to sell to Company certain assets owned by Seller, as more particularly described in Paragraph 2.1 of this Agreement (the "Seller's Assets"); and

WHEREAS, the Board of Directors of Company deems it desirable and in the best interests of Company and its stockholders that Company, through its to be formed wholly owned subsidiary, TEXAS GULF EXPLORATION & PRODUCTION, INC., a Nevada corporation ("TGEP"), purchase the Seller's Assets in consideration of the issuance of of Ninety (90) shares of the Company's Series A Convertible Preferred Stock of the Company (the "Series A Preferred Stock"); and

WHEREAS, the Seller deems it desirable and in the best interests of Seller that the Seller sell the Seller's Assets to TGEP; and

WHEREAS, Company and the Seller desire to provide for certain undertakings, conditions, representations, warranties, and covenants in connection with the transactions contemplated by this Agreement; and

WHEREAS, the Board of Directors of Company and the Board of Directors of Seller have approved and adopted this Agreement, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

SECTION 1

DEFINITIONS

1.1 "Agreement," "Company", "Seller" and "Seller's Assets", respectively, shall have the meanings defined in the foregoing preamble and recitals to this Agreement.

1.2 "*Closing Date*" shall mean 10:00 a.m., local time, on March 31, 2014, at Las Vegas, Nevada, the date on which the parties hereto shall close the transactions contemplated herein; provided that the parties can change the Closing Date and place of Closing to such other time and place as the parties shall mutually agree, in writing. As of the Closing Date, all Exhibits to this Agreement shall be complete and attached to this Agreement.

SECTION 2

AGREEMENT FOR PURCHASE AND SALE OF SELLER'S ASSETS

2.1 *Substantive Terms of the Purchase and Sale of Seller Assets*

(a) At the Closing, the Seller shall sell and deliver to TGEP free and clear title to all of the assets described in Exhibit 2.1(a)(1) and TGEP shall assume all of those liabilities of Seller as identified in Exhibit 2.1(a)(2) hereto.

(b) At the Closing, the Company shall deliver to Seller a certificate for Ninety (90) shares of Series A Convertible Preferred Stock of the Company, each share of which shall be convertible, at Seller's option, into shares of common stock of the Company representing One percent (1%) of the total number fully-diluted shares of Common Stock issued and outstanding as of the close of business on the last business day prior to the date of the notice of conversion. No holder of the shares of Preferred Stock shall be entitled to convert the Preferred Stock to the extent, but only to the extent, that such conversion would, upon giving effect to such conversion, cause the aggregate number of shares of common stock beneficially owned by such holder to exceed 4.99% of the outstanding shares of common stock following such conversion (which provision may be waived by such holder by written notice from such holder to the Company, which notice shall be effective 61 days after the date of such notice). The holders of the Preferred Stock shall vote the shares of Preferred Stock, together with the shares of common stock of the Company, on an "as converted" basis times 100. There shall be no rights of conversion until such time as the Company has effectuated an increase in authorized shares.

(c) At the Closing, the then officers and directors of TGEP shall tender their resignations and Timothy J. Connolly shall be named as sole officer and director of TGEP.

2.2 *Other Related Terms of Transaction.*

(a) For a period of five (5) years, TGEP shall have a right of first refusal to provide all wellhead services for all of Seller's oil and/or gas wells at a fee of cost plus Ten percent (10%) for such services.

(b) Seller shall have a 60-day right of first refusal to invest funds in any new oil or gas leases that TGEP locates and signs leases for.

(c) TGEP shall assume all accrued but unpaid salaries due management and the employees of Seller, with any unpaid or deferred compensation due Seller's Chief Executive Officer, Timothy J. Connolly, being paid in shares of common stock of the Company subsequent to the Closing.

(d) As further described in Exhibit 2.1(a)(2) hereto, a Employment Agreements by and between Seller and its employees, copies of which are attached to this Exhibit 2.1(a)(2), shall be assumed by TGEP with the payment of salaries due under such agreements being guaranteed by the Company.

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2.3 *Conditions Precedent.* In addition to those conditions precedent contained in Sections 8 and 9 hereof, the Closing of this transaction and the duties of the respective parties are contingent upon:

(a) Access to Books and Records. Each of the parties shall give the other Parties and their designated respective officers, directors, stockholders, members, partners, employees, advisors, agents, financing sources (and their respective advisors) or other representatives and affiliates (collectively, "Representatives"), a reasonable opportunity to conduct a due diligence investigation of the other party and their respective businesses and affairs.

(b) Consents and Releases. Prior to the Closing, the Company shall obtain all written consents and releases of all persons deemed necessary by the Seller in connection with the consummation of the transaction. Prior to the Closing, the Seller shall obtain all written consents and releases of all persons deemed necessary by the Company in connection with the consummation of the transaction.

(c) Approval of Due Diligence. Each of the Parties shall have approved the results of their respective reviews of the relevant books, records, documents, intellectual property, contracts, and financial condition of the other Party

(d) Conduct of Business. From the date of this Agreement through the Closing, the Company, TGEP and the Seller shall operate only in an ordinary course consistent with prior practices.

SECTION 3

REPRESENTATIONS AND WARRANTIES OF COMPANY

Company, in order to induce Seller to execute this Agreement and to consummate the transactions contemplated herein, represents and warrants to Seller as follows:

3.1 *Organization and Qualification.* Company is a corporation duly organized, validly existing, and in good standing under the laws of Nevada, with all requisite power and authority to own its property and to carry on its business as it is now being conducted. Company is duly qualified as a foreign corporation and in good standing in each jurisdiction where the ownership, lease, or operation of property or the conduct of business requires such qualification.

3.2 *Authorization and Validity.* Company has the requisite power and is duly authorized to execute and deliver and to carry out the terms of this Agreement. The board of directors and stockholders of Company have taken all action required by law, its Articles of Incorporation and Bylaws, or otherwise to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, subject to the satisfaction or waiver of the conditions precedent set forth in Section 8 of this Agreement. Assuming this Agreement has been approved by all action necessary on the part of Seller, this Agreement is a valid and binding agreement of Company.

3.3 *No Defaults.* Company is not in default under or in violation of any provision of its Articles of Incorporation or Bylaws. Company is not in violation of any statute, law, ordinance, order, judgment, rule, regulation, permit, franchise, or other approval or authorization of any court or governmental agency or body having jurisdiction over it or any of its properties which, if enforced, would have a material, adverse effect on the financial condition or business of Company. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, will conflict with or result in a breach of or constitute a default under any of the foregoing or result in the creation of any lien, mortgage, pledge, charge, or encumbrance upon any asset of Company and no consents or waivers thereunder are required to be obtained in connection therewith in order to consummate the transactions contemplated by this Agreement.

3.4 *Documents.* The copies of all agreements and other instruments that have been delivered by Company to Seller are true, correct, and complete copies of such agreements and instruments and include all amendments thereto.

3.5 *Regulatory Matters* . All required filings of the Company with the Securities and Exchange Commission, the Nevada Secretary of State, FINRA, the Depository Trust Company and any other governmental or regulatory body have been timely filed and are true and correct.

There are no undisclosed regulatory issues issues with any of the aforementioned regulatory agencies or entities.

3.6 *Non-Shell Status.* The Company has never filed any document with any of the regulatory agencies or entities, identified in Section 3.5, above, that describes the Company as a "Shell" company as defined in Rule 144(i)(1) as promulgated by the Securities and Exchange Commission under authority of the Securities Act of 1933 and the Company does not meet such definition of a "Shell" as of the date of this Agreement, nor will it do so as of the Closing Date.

3.7 *Disclosure*. The representations and warranties made by Company herein and in any schedule, statement, certificate, or document furnished or to be furnished by Company to Seller pursuant to the provisions hereof or in connection with the transactions contemplated hereby, taken as a whole, do not and will not as of their respective dates contain any untrue statements of a material fact, or omit to state a material fact necessary to make the statements made not misleading.

SECTION 4

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller, in order to induce Company to execute this Agreement and to consummate the transactions contemplated herein, represents and warrants to Company as follows:

4.1 *Organization and Qualification.* Seller is a corporation duly organized, validly existing, and in good standing under the laws of Nevada, with all requisite power and authority to own its property and to carry on its business as it is now being conducted. Company is duly qualified as a foreign corporation and in good standing in each jurisdiction where the ownership, lease, or operation of property or the conduct of business requires such qualification.

4.2 *Ownership of Seller's Assets.* Seller is the sole owner of the Seller assets and, as of the Closing Date, will be able to deliver to Company legal and equitable title to the Seller assets, free and clear of any encumbrances of any kind whatsoever.

4.3 *Validity*. Seller has the requisite power to execute and deliver and to carry out the terms of this Agreement. Assuming this Agreement has been approved by all actions necessary on the part of Company, this Agreement is a valid and binding agreement of Seller.

4.4 *Liabilities*. The Seller Assets do not have any liabilities, liens or any claims whatsoever assessable against them, except as listed in Exhibit 2.1(a)(2), such liabilities being assumed by TGEP as set forth in Sections 2.1(a) and 2.2(b) and (c) hereof.

4.5 *Litigation*. Except as set forth in Exhibit 4.5, there are no actions, suits, proceedings, orders, investigations, or claims pending against or affecting the Seller's Assets at law or in equity or before or by any federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality, domestic or foreign, nor has any such action, suit,

proceeding, or investigation been pending or threatened in writing during the 12-month period preceding the date hereof, which, if adversely determined, would materially and adversely affect the financial condition of Seller's Assets. The Seller Assets are not operating under or subject to, or in default with respect to, any order, writ, injunction, or decree of any court or federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality.

4.6 *Taxes*. At the Closing Date, all taxes assessable to the Seller's Assets which are then due shall have been paid in full.

4.7 *Material Change*. Except as disclosed on Exhibit 4.7, there has been no material change in the condition, financial or otherwise, of the Seller's Assets, except changes occurring in the ordinary course of business, which changes have not materially, adversely affected their condition.

4.8 *Documents*. The copies of all agreements and other instruments that have been delivered by Seller to Company are true, correct, and complete copies of such agreements and instruments and include all amendments thereto.

4.9 *Disclosure*. The representations and warranties made by Seller herein and in any schedule, statement, certificate, or document furnished or to be furnished by Seller to Company pursuant to the provisions hereof or in connection with the transactions contemplated hereby taken as a whole do not and will not as of their respective dates contain any untrue statements of a material fact, or omit to state a material fact necessary to make the statements made not misleading.

SECTION 5

INVESTIGATION; PRESS RELEASE

5.1 *Investigation*.

(a) The Company acknowledges that prior to the Closing it will have completed its own independent investigation of the Seller's Asset to confirm, among other things, the assets, liabilities, title, liens, operability, and status of business of the Seller's Assets. In the event that this Agreement is terminated for any reason, Company will return to Seller all documents, work papers, and other materials and all copies thereof obtained by Company, or on its behalf, from Seller, whether obtained before or after the execution hereof, will not use, directly or indirectly, any confidential information obtained from Seller hereunder or in connection herewith, and will keep all such information confidential and not used in any way detrimental to Seller except to the extent the same is publicly disclosed by Seller.

(b) The Seller acknowledges that prior to the Closing it will have completed its own investigation of Company, which has included, among other things, the opportunity of discussions with executive officers of Company, and its accountants, investment bankers, and

counsel. In the event of termination of this Agreement for any reason, Seller will deliver to Company all documents, work papers, and other materials and all copies thereof obtained by it, or on its behalf, from Company, whether obtained before or after the execution hereof and will not use, directly or indirectly, any confidential information obtained from Company hereunder or in connection herewith, and will keep all such information confidential and not used in any way detrimental to Company, except to the extent the same is publicly disclosed by Company.

5.2 *Press Release.* Company and Seller shall agree with each other as to the form and substance of any press releases and the filing of any documents with any federal or state agency related to this Agreement and the transactions contemplated hereby and shall consult with each other as to the form and substance of other public disclosures related thereto; provided, however, that nothing contained herein shall prohibit either party from making any disclosure that her or its counsel deems necessary.

SECTION 6

BROKERAGE; OTHER COSTS

6.1 *Brokers and Finders.* Neither Company nor Seller, or any of their respective officers, directors, employees, or agents, has employed any broker, finder, or financial advisor or incurred any liability for any fee or commissions in connection with initiating the transactions contemplated herein. Each party hereto agrees to indemnify and hold the other party harmless against or in respect of any commissions, finder's fees, or brokerage fees incurred or alleged to have been incurred with respect to initiating the transactions contemplated herein as a result of any action of the indemnifying party.

6.2 *Other Costs.* The parties agree that each party shall bear its own expenses incurred with in connection with this Agreement and the transaction provided for herein, including, but not limited to, fees of attorneys, accountants and other fees.

SECTION 7

CLOSING AGREEMENTS

7.1 *Closing Agreements.* On the Closing Date, the following activities shall occur, the following agreements shall be executed and delivered, and the respective parties thereto shall have performed all acts that are required by the terms of such activities and agreements to have been performed simultaneously with the execution and delivery thereof as of the Closing Date:

(a) Company shall have delivered to Seller the certificate for Ninety (90) shares of Series A Convertible Preferred Stock, as further described in Section 2.1(b) and the appropriate documents as required by Section 2.1(c) hereof.

SECTION 8

CONDITIONS PRECEDENT TO COMPANY'S OBLIGATIONS TO CLOSE

The obligations of Company to consummate this Agreement are subject to satisfaction on or prior to the Closing Date of the following conditions:

8.1 *Representations and Warranties*. The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, and Seller shall have performed in all material respects all of its obligations hereunder theretofore to be performed.

8.2 *Other*. The joint conditions precedent in Section 10 hereof shall have been satisfied and all documents required for Closing shall be acceptable to Counsel for Company.

SECTION 9

CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS TO CLOSE

The obligation of Seller to consummate this Agreement is subject to the satisfaction on or prior to the Closing Date of the following conditions:

9.1 *Representations and Warranties*. The representations and warranties of Company contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, and Company shall have performed in all material respects all of its obligations hereunder theretofore to be performed.

9.2 *Other*. The joint conditions precedent in Section 10 hereof shall have been satisfied.

SECTION 10

JOINT CONDITIONS PRECEDENT

The obligations of Company and Seller to consummate this Agreement shall be subject to satisfaction or waiver in writing by all parties of each and all of the following additional conditions precedent at or prior to the Closing Date:

10.1 *Other Agreements.* All of the agreements contemplated by Section 7.1 of this Agreement shall have been executed and delivered, and all acts required to be performed thereunder as of the Closing Date shall have been duly performed, including, without limitation, completion of all exhibits to this Agreement.

10.2 *Absence of Litigation.* At the Closing Date, there shall be no action, suit, or proceeding pending or threatened against any of the parties hereto by any person, governmental agency, or subdivision thereof, nor shall there be pending or threatened any action in any court or administrative tribunal, which would have the effect of inhibiting the consummation of the transactions contemplated herein.

SECTION 11

CONFIDENTIALITY

11.1 Company acknowledges that its directors, executive officers, employees, consultants, and affiliates have, and will, acquire information and materials from Seller concerning knowledge about the technology, business, products, strategies, customers, clients and suppliers of the Seller Assets and that all such information, materials and knowledge acquired, are and will be trade secrets and confidential and proprietary information of Seller, such acquired information, materials, and knowledge are hereinafter referred to as "Confidential Information." Company, itself, and on behalf of its directors, executive officers, employees, consultants, and affiliates, covenant to hold such Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise, except in connection with the transactions contemplated by this Agreement and not to allow any unauthorized person access to such Confidential Information. Similarly, Seller acknowledges that its directors, executive officers, employees, consultants, and affiliates have, and will, acquire information and materials from Company concerning knowledge about the technology, business, products, strategies, customers, clients and suppliers of Company and that all such information, materials and knowledge acquired, are and will be trade secrets and confidential and proprietary information of Company. Seller, itself, and behalf of its directors, executive officers, employees, consultants, and affiliates, covenant to hold such Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise, except in connection with the transactions contemplated by this Agreement and not to allow any unauthorized person access to such Confidential Information

11.2 The Confidential Information disclosed by the one party to the other shall remain the property of the disclosing party.

11.3 Company and Seller, and their respective directors, executive officers, employees, consultants, and affiliates, shall maintain in secrecy all Confidential Information disclosed to them by the party other using not less than reasonable care. Company and Seller, and their respective directors, executive officers, employees, consultants, and affiliates shall not use or disclose in any manner to any third party any Confidential Information without the express written consent of the chief executive officer of the other party unless or until the Confidential Information is:

(a) publicly available or otherwise in the public domain; or

(b) rightfully obtained by any third party without restriction; or

(c) disclosed by the other party without restriction pursuant to judicial action, or government regulations or other requirements.

11.4 The obligations of under Sections 11.1, 11.2, and 11.3 of this Agreement shall expire one year from the date hereof.

SECTION 12

TERMINATION AND WAIVER

12.1 *Termination*. This Agreement may be terminated and abandoned on or before the Closing Date by:

(a) the mutual consent in writing of the parties hereto;

(b) Company, if the conditions precedent in Sections 8 and 10 of this Agreement have not been satisfied or waived by the Closing Date; and

(c) Seller, if the conditions precedent in Sections 9 and 10 of this Agreement have not been satisfied or waived by the Closing Date.

If this Agreement is terminated pursuant to Section 12.1, the parties hereto shall not have any further obligations under this Agreement, and each party shall bear all costs and expenses incurred by it.

SECTION 13

NATURE AND SURVIVAL OF REPRESENTATIONS, ETC.

13.1 *Nature and Survival*. All statements contained in any certificate or other instrument delivered by or on behalf of Company or Seller pursuant to this Agreement or in connection with the transactions contemplated hereby shall be deemed representations and warranties by such party. All representations and warranties and agreements made by Company or Seller in this Agreement or pursuant hereto shall survive the Closing Date hereunder until the expiration of the 12th month following the Closing Date.

SECTION 14

MISCELLANEOUS

14.1 *Notices*. Any notices or other communications required or permitted hereunder shall be sufficiently given if written and delivered in person or sent by registered mail, postage prepaid, addressed as follows:

to Seller: Texas Gulf Oil & Gas, Inc.
123 North Post Oak Lane
Suite 440
Houston, TX 77024

to Company: Broadleaf Capital Partners, Inc.
3887 Pacific Street
Las Vegas, NV 89121

to TGEP: Texas Gulf Exploration & Production, Inc.
c/o Broadleaf Capital Partners, Inc
3887 Pacific Street
Las Vegas, NV 89121

or such other address as shall be furnished in writing by the appropriate person, and any such notice or communication shall be deemed to have been given as of the date so mailed.

14.2 *Time of the Essence.* Time shall be of the essence of this Agreement.

14.3 *Costs*. Each party will bear the costs and expenses incurred by it in connection with this Agreement and the transactions contemplated hereby.

14.4 *Entire Agreement and Amendment.* This Agreement, all Exhibits hereto, and documents delivered at the Closing Date hereunder contain the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and supersedes all other agreements, written or oral, with respect thereto. This Agreement may be amended or modified in whole or in part, and any rights hereunder may be waived, only by an agreement in writing, duly and validly executed in the same manner as this Agreement or by the party against whom the waiver would be asserted. The waiver of any right hereunder shall be effective only with respect to the matter specifically waived and shall not act as a continuing waiver unless it so states by its terms.

14.5 *Counterparts*. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party.

14.6 *Governing Law*. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas.

14.7 *Attorneys' Fees and Costs*. In the event any party to this Agreement shall be required to initiate legal proceedings to enforce performance of any term or condition of this Agreement, including, but not limited to, the interpretation of any term or provision hereof, the payment of moneys or the enjoining of any action prohibited hereunder, the prevailing party shall be entitled to recover such sums, in addition to any other damages or compensation

received, as will reimburse the prevailing party for reasonable attorneys' fees and court costs incurred on account thereof (including, without limitation, the costs of any appeal) notwithstanding the nature of the claim or cause of action asserted by the prevailing party.

14.8 *Successors and Assigns*. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, as the case may be.

14.9 *Captions*. The captions appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

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

COMPANY:

Broadleaf Capital Partners, Inc.,
a Nevada corporation

By: /s/ J. Michael King
J. Michael King, President

SELLER:

Texas Gulf Oil & Gas, Inc.,
a Nevada corporation

By: /s/ Timothy J. Connolly
Timothy J. Connolly, President

This Agreement is approved, ratified and adopted by Texas Gulf Exploration & Production, Inc. on this 31st day of March, 2014.

Texas Gulf Exploration & Production, Inc.
a Nevada corporation

By: /s/ J. Michael King
J. Michael King, President

Exhibit 2.1(a)(1)

SELLER'S EQUIPMENT AND OTHER PROPERTY

Equipment Owned by Texas Gulf Oil & Gas, Inc. as of 03/31/2014

- 3000 Feet of 2” and 3” steel tubing
- 29’ Gooseneck trailer to haul tubing
- Tank Battery at Herman Harris Lease (unused)
    - 210 Barrel Oil Storage Tank with Landing
    - 100 Barrel Oil Separator
- Tank Battery at Herman Harris A Lease (in use)
    - 210 Barrel Oil Storage Tank with Landing
    - 100 Barrel Oil Separator
- 5 Pump Jacks Operating on Herman Harris A Lease

Exhibit 2.1(a)(2)

LIABILITIES OF SELLER TO BE ASSUMED

1. All accrued but unpaid salaries due management and the employees of Seller.

2. All Employment Agreements by and between Seller and Timothy J. Connolly, a copy of which is attached to this Exhibit 2.1(a)(2).

3. Expenses of Seller incurred to date in connection with this transaction.

EXHIBIT D

EMPLOYMENT AGREEMENT
FOR
TIMOTHY J. CONNOLLY

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of the ___ day of January, 2012 (the "Effective Date"), between Texas Gulf Oil & Gas, Inc., a Nevada corporation (the "Employer"), and Timothy J. Connolly, an individual residing at _____, Houston, Texas _____ (the "Executive", and together with the Employer, the "Parties" and each, a "Party").

RECITALS

WHEREAS, the Parties desire that the Executive shall be employed as the manager of the Employer (the "Chief Executive Officer"); and

WHEREAS, coincident with the execution of this Agreement, Global NuTech, Inc., a Nevada corporation, is entering into a transaction with the Employer whereby it shall acquire One Hundred percent (100%) of the issued and outstanding capital stock of the Employer, which acquisition includes all of the business and goodwill of the Employer (the "Acquisition"); and

WHEREAS, a condition of the Acquisition is the execution of an employment agreement between the Parties, pursuant to which the Executive shall provide his expertise in the Oil and Gas industry to the Employer for the term set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations contained herein, and the mutual benefits derived herefrom, the Parties agree as follows:

AGREEMENT

ARTICLE I
EMPLOYMENT OF EXECUTIVE

1.1 DUTIES AND STATUS.

(a) The Employer hereby engages the Executive to serve as its Chief Executive Officer for the period specified in Section 3.1 below (the "Employment Period"), and the Executive accepts such employment, on the terms and conditions set forth in this Agreement.

(b) The Executive shall serve as Chief Executive Officer and shall perform such duties and responsibilities appropriate to, consistent with, and commonly associated with, such position (the "Duties").

(c) Throughout the Employment Period, the Executive shall devote such time as is mutually deemed to be reasonably necessary for the performance of his Duties.

(d) During the Employment Period, the Executive shall perform and discharge faithfully, diligently, in good faith and to the best of the Executive's ability such Duties.

(e) Except for reasonable business travel mutually agreed upon by the Parties, the Executive shall be required to perform the Duties provided for in this Section 1.1 only at the principal offices of the Employer in the Houston, Texas, metropolitan area.

1.2 COMPENSATION AND GENERAL BENEFITS. The Executive shall be compensated as follows:

(a) Beginning effective February 1, 2012, the Executive shall be compensated on a monthly basis with the greater of: (i) five percent (5%) of the Employer's (x) net revenues from hydrocarbons produced, saved, and marketed from any well or lease (after satisfaction of all other royalties, overriding royalties, nonparticipating royalties, net profits interests, or other similar burdens on or measured by production of hydrocarbons) (the "Net Revenue Interest") and (y) all other revenues of Employer whether generated within or outside of the United States, or (ii) US$6,500.00 (the "Base Compensation"). To secure Executive's right to payment, the Net Revenue Interest of Executive shall be recorded of record, in his name, for each well acquired during his term as Chief Executive Officer. Any compensation payable to the Executive shall be paid by the fifteenth (15^{th}) day of the month following the month that such compensation was earned or accrued. Notwithstanding the foregoing, such payment of compensation shall be made simultaneously with, and shall not be made after, the payment of any other of the Employer's royalty payments on revenues from hydrocarbons produced, saved, and marked from any well or lease. All payments to the Executive shall be subject to applicable withholding and payroll taxes.

(b) Throughout the Employment Period, the Executive shall be entitled to participate in any and all employee benefits, plans, programs or arrangements which may be implemented by the Employer from time to time and available to similarly-situated employees of the Employer (collectively the "Plans").

(c) Other Benefits. The Employer shall also provide to the Executive, as mutually determined by the Parties: (i) corporate credit cards for the Executive's use with respect to gasoline and other approved business expenses, (ii) a vehicle for business and personal use, (iii) a mobile phone and suitable service package thereto, (iv) a portable or notebook personal computer, and (v) four (4) weeks' vacation time.

1.3 BONUS. The Employer shall award the Executive an annual bonus if the Executive meets or exceeds certain goals, which goals shall be established by mutual agreement of the Employer's board of directors and conveyed to the Executive.

1.4 FIELD MANAGEMENT. Subject to the appointment, oversight and direction of the Chief Executive Officer, the Employer shall employ a "Field Manager" who shall be in charge of all field operations. After the completion of the initial year of the operations of the Employer, the Field Manager shall be compensated in an amount equal to ten percent (10%) of all of the Employer's net profits, subject to the Field Manager's satisfaction of certain performance goals which shall be established by the Employer. Once these goals are met, the Field Manager shall be fully vested in this profits interest. The initial Field Manager shall be Damon Wagley, and he shall also be appointed as President of the Employer.

1.5 GUARANTEE OF PAYMENTS DUE EXECUTIVE. All payments due Executive by Employer under this Agreement are hereby guaranteed by its parent company, Global NuTech, Inc., a Nevada corporation, and International Plant Services, L.L.C., another subsidiary of Global NuTech, Inc., as evidenced by their execution of this Agreement.

ARTICLE II
COMPETITION AND CONFIDENTIAL INFORMATION

2.1 COMPETITION AND CONFIDENTIAL INFORMATION. The Executive has had access to and has acquired, will have access to and will acquire, and has assisted in and may assist in developing confidential and proprietary information relating to the business and operations of the Employer and its affiliates, including but not limited to information with respect to present and prospective business plans, financing arrangements, marketing plans, customer and supplier lists, contracts and proposals.

The Executive acknowledges that such information has been and will continue to be of central importance to the business of the Employer and its affiliates and that its disclosure or use by others could cause substantial loss to the Employer and its affiliates. The Executive and the Employer also recognize that an important part of the Executive's duties have been, and will continue to be, to develop goodwill for the Employer and its affiliates through his personal contact with vendors, customers, subcontractors, and others sharing business relationships with the Employer and its affiliates, and that there is a danger that this goodwill, a proprietary asset of the Employer and its affiliates, may follow the Executive if and when his employment relationship with the Employer ends.

The Executive accordingly agrees that without Employer's written consent, during the Employment Period, the Executive will not, either individually or as owner, partner, agent, employee, consultant, or in any other capacity, engage in any activity competitive with the Employer or any of its affiliates and will not on his own behalf, or on behalf of any third party, directly or indirectly hire, discuss employment with, or recommend to any third party the employment of any employee of the Employer, or any of its affiliates, who was employed by the Employer or an affiliate on the Effective Date, without regard to whether that employee's employment with the Employer has subsequently ceased for any reason.

Nothing in this Article II shall be construed to prevent the Executive from owning, as an investment, not more than Ten percent (10%) of a class of equity securities issued by any issuer and publicly traded and registered under Section 12 of the Securities Exchange Act of 1934.

2.2 NON-DISCLOSURE. At all times after the Effective Date, the Executive will keep confidential any confidential or proprietary information of the Employer and its affiliates which is now known to him or which hereafter may become known to him as a result of his employment or association with the Employer and shall not at any time directly or indirectly disclose any such information to any person, firm or employer, or use the same in any way other than in connection with the business of the Employer and its affiliates, or pursuant to any duly issued court order or subpoena. For purposes of this Agreement, "confidential or proprietary information" means information unique to the Employer and its affiliates which has a significant

business purpose and is not known or generally available from sources outside the Employer and its affiliates.

ARTICLE III
EMPLOYMENT PERIOD

3.1 DURATION. The term of this Agreement shall commence on the Effective Date and shall terminate on the third (3rd) anniversary thereof, but shall automatically be renewed thereafter on an annual basis unless notice of termination is provided by Employer to the Executive six (6) months prior to the end of the current term of this Agreement. The "Employment Period" shall be contemporaneous with the term of this Agreement, unless terminated early in conformity with Section 3.2 below.

3.2 EARLY EMPLOYMENT TERMINATION. The Employment Period shall be terminated prior to the end of this Agreement for any of the following reasons or upon the occurrence of any of the following events:

(a) Discharge of the Executive for cause; or

(b) Death of the Executive; or

(c) Total disability of the Executive (as defined in Section 3.4(b) below); or

(d) Voluntary resignation of the Executive.

3.3 COMPENSATION AND/OR BENEFITS FOLLOWING EARLY EMPLOYMENT TERMINATION.

(a) In the event of an early termination of the Employment Period due to the Employer's termination of the Executive's employment, for any reason (i) his right to receive the Base Compensation shall terminate as of the effective date of such early termination, but (ii) in consideration of his prior efforts, he shall continue to receive the Net Revenue Interest on a monthly basis, with the calculation of such payment limited to the revenues generated from hydrocarbon prospects that were owned, established and/or operated during the Executive's term as Chief Executive Officer, with such Net Revenue Interest to be paid to the Executive or, in the event of his death, to his Estate.

(b) In the event of an early termination of the Employment Period, the Employer shall pay to the Executive all accrued but unpaid vacation pay, bonuses or other compensation earned by the Executive prior to the date of termination.

3.4 DEFINITIONS. The following words shall have the specified meanings when used in the Sections specified:

(a) As used in Section 3.2(a), above, the term "cause" means (i) willful and continued non-performance of his job responsibilities, after the Executive has been provided written notice of such non-performance and a reasonable time period, not less than three (3) months, has passed without substantial correction of such non-performance, (ii) the Executive's conviction for a felony, (iii) proven or admitted fraud, misappropriation, theft or embezzlement by the Executive, (iv) the Executive's inebriation or use of illegal drugs in the course of, related to or connected with the business of the Employer, (v) the Executive's willful engaging in misconduct that is materially injurious to the Employer or its affiliates, monetarily or otherwise, or (vi) the breach by the Executive of his obligations under Sections 2.1 or 2.2 above.

(b) As used in Sections 3.2(c) above, the term "total disability" means a physical or mental condition which causes the Executive to be unable to perform substantially all of the duties of his position hereunder for an aggregate of six (6) months in any twelve-month period as reasonably determined by the Employer.

ARTICLE IV
NOTICES

Any notices requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and if sent by registered or certified mail to the Executive at the last address he has filed in writing with the Employer or, in the case of the Employer, at its principal offices.

ARTICLE V
MISCELLANEOUS

5.1 ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the Executive and the Employer with respect to the subject matter hereof, and supersedes any and all prior understandings on the subjects contained herein, written or oral.

5.2 MODIFICATION. This Agreement shall not be varied, altered, modified, canceled, changed, or in any way amended, nor any provision hereof waived, except by mutual agreement of the Parties in a written instrument executed by the Parties or their legal representatives. Nothing in this Agreement shall affect the Employer's and its affiliates' rights to amend or terminate any of its employee benefit plans, as permitted under applicable law and the respective terms of such plans.

5.3 SEVERABILITY. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect, provided, that if the unenforceability of any provision is because of the breadth of its scope, the duration of such provision or the geographical area covered thereby, the Parties agree that such provision shall be amended, as determined by the court, so as to reduce the breadth of the scope or the duration and/or geographical area of such provision such that, in its reduced form, said provision shall then be enforceable.

5.4 GOVERNING LAW. The provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Texas, without regard to any otherwise applicable principles of conflicts of laws.

5.5 DISPUTE RESOLUTION; NO LITIGATION. Disputes arising out of or relating to the interpretation or performance of this Agreement shall first be resolved through friendly consultations. If such dispute cannot be resolved within thirty (30) calendar days after the commencement of consultation (or any extension thereof mutually agreed to by the Parties), either Party may submit the dispute to mediation by a mutually acceptable mediator to be chosen by Employer and the Executive within twenty (20) calendar days after written notice by either Employer or the Executive demanding mediation. Neither Employer nor Executive may unreasonably withhold consent to the selection of the mediator. Each Party shall bear its own costs of mediation, but Employer and Executive will share the costs of the mediator equally. The mediation shall take place in Houston, Texas. In the event that mediation fails, all disputes shall be settled by binding arbitration to be held in Houston, Texas, within sixty (60) days of the failure of mediation, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may grant injunctions or other relief in such dispute or controversy. The costs and expenses of such arbitration shall be allocated as determined by the arbitrator, and the arbitrator is authorized to award attorney fees to the prevailing Party. Such arbitration shall be conducted by a panel of one (1) arbitrator, who shall be mutually approved by the Parties. In the event that the Parties cannot mutually agree upon an arbitrator, the arbitrator shall be selected pursuant to the applicable rules of the American Arbitration Association. Disputes arising out of this Agreement shall not be the subject of litigation.

*** signature page follows ***

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the date first above written.

EMPLOYER:

TEXAS GULF OIL & GAS, INC.

By: _____
Name:
Its: Chief Executive Officer

EXECUTIVE:

_____
Name: Timothy J. Connolly

The undersigned agrees to the terms of this Agreement, particularly those under Section 1.5., "Guarantee of Payments Due Executive", and to be bound thereby.

GLOBAL NUTECH, INC.

By: _____
Name: David Mathews
Its: Chief Executive Officer

INTERNATIONAL PLANT SERVICES, L.L.C.

By: _____
Name: Craig Crawford
Its: President

Exhibit 2.2

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 31st day of March, 2014, by and between the following:

BROADLEAF CAPITAL PARTNERS, INC, a Nevada corporation, (the "Company") ; and

LITIGATION CAPITAL, INC., a Nevada corporation (the "Seller").

W I T N E S S E T H

Precautionary and Forward-Looking Statements

This Agreement contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and such forward-looking statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. "Forward looking statements" describe future expectations, plans, results, or strategies and are generally preceded by words such as "may," "future," "plan" or "planned," "will" or "should," 'expected," "anticipates," "draft," "eventually" or "projected." You are cautioned that such statements are subject to a multitude of risks and uncertainties that could cause future circumstances, events, or results to differ materially from those projected in the forward-looking statements, including the risks that actual results may differ materially from those projected in the forward-looking statements as a result of various factors, and other risks identified in Broadleaf's disclosures or filings with the SEC. You are further cautioned that penny stocks, like Broadleaf, are inherently volatile and risky and that no investor should buy this stock unless they can afford the loss of their entire investment.

WHEREAS, subject to the terms and conditions of this Agreement, the Company and Seller desire for the Company to purchase from Seller and for Seller to sell to Company certain assets owned by Seller, as more particularly described in Paragraph 2.1 of this Agreement (the "Seller's Assets"); and

WHEREAS, the Board of Directors of Company deems it desirable and in the best interests of Company and its stockholders that Company, through its to be formed wholly owned subsidiary, LEGAL CAPITAL CORP., a Nevada corporation ("LCC"), purchase the Seller's Assets in consideration of the issuance of of Three Hundred Thousand (300,000) shares of Series B Convertible Preferred Stock of the Company; and

WHEREAS, the Seller deems it desirable and in the best interests of Seller that the Seller sell the Seller's Assets to LCC; and

WHEREAS, Company and the Seller desire to provide for certain undertakings, conditions, representations, warranties, and covenants in connection with the transactions contemplated by this Agreement; and

WHEREAS, the Board of Directors of Company and the Board of Directors of Seller have approved and adopted this Agreement, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

SECTION 1

DEFINITIONS

1.1 "Agreement," "Company", "Seller" and "Seller's Assets", respectively, shall have the meanings defined in the foregoing preamble and recitals to this Agreement.

1.2 "*Closing Date*" shall mean 3:00p.m., local time, on March 31, 2014, at Las Vegas, Nevada, the date on which the parties hereto shall close the transactions contemplated herein; provided that the parties can change the Closing Date and place of Closing to such other time and place as the parties shall mutually agree, in writing. As of the Closing Date, all Exhibits to this Agreement shall be complete and attached to this Agreement.

SECTION 2

AGREEMENT FOR PURCHASE AND SALE OF SELLER'S ASSETS

2.1 *Substantive Terms of the Purchase and Sale of Seller Assets*

(a) At the Closing, the Seller shall sell and deliver to LCC free and clear title to all of the assets described in Exhibit 2.1 hereto.

(b) At the Closing, the Company shall deliver to Seller a certificate for 300,000 shares of Series B Preferred Stock of the Company , which shall accrue interest at 6% per annum, be senior to all future series of preferred stock of the Company. The Series B Preferred Stock shall not be convertible into shares of Common Stock of the Company. On all matters, the holders of Series A Preferred Stock and the holders of Common Stock shall vote together and not as separate classes and the Series B Preferred Stock shall be counted on a one share for one vote basis. Notwithstanding the foregoing, to the fullest extent permitted by law, the holders of Common Stock or other series of Preferred Stock shall not be entitled to vote on any proposal, action or amendment that solely affects the rights, powers, preferences, qualifications, powers or restrictions of the Series B Preferred Stock. In the event of a spin-off of LCC as an independent entity, the shares of the Series B Preferred Stock shall be exchanged for shares of a series of preferred stock of LCC which will give the holders thereof a Ninety percent (90%) ownership interest in LCC when converted into common shares of LCC and which will be voted on an "as converted" basis times 100.

(c) At the Closing, the then officers and directors of LCC shall tender their resignations and Robert Hackney shall be named as sole officer and director of LCC.

(d) As soon as practicable after the Closing, the Seller shall change its name and LCC shall amend its Articles of Incorporation to adopt the name "Litigation Capital, Inc."

2.2 *Other Related Terms of Transaction.*

(a) Following the filing of the Company's 10-Q for the period ended March 31, 2014,
the Seller, or another investor, may, at its sole option, and no sooner than two (2) weeks following the filing of said 10-Q with the Securities and Exchange Commission, provide Fifty Thousand dollars ($50,000) in cash or other assets or negotiable, free-trading securities having a value of not less than $50,000, less transaction costs, as additional capital to the Company.

(b) Prior to March 31, 2014, the Company shall determine all unpaid director fees and other compensation due officers, director and consultants, with such amounts due being paid and retired by the issuance of common stock of the Company.

2.3 *Conditions Precedent.* In addition to those conditions precedent contained in Sections 8 and 9 hereof, the Closing of this transaction and the duties of the respective parties are contingent upon:

(a) Access to Books and Records. Each of the parties shall give the other Parties and their designated respective officers, directors, stockholders, members, partners, employees, advisors, agents, financing sources (and their respective advisors) or other representatives and affiliates (collectively, "Representatives"), a reasonable opportunity to conduct a due diligence investigation of the other party and their respective businesses and affairs.

(b) Consents and Releases. Prior to the Closing, the Company shall obtain all written consents and releases of all persons deemed necessary by the Seller in connection with the consummation of the transaction. Prior to the Closing, the Seller shall obtain all written consents and releases of all persons deemed necessary by the Company in connection with the consummation of the transaction.

(c) Approval of Due Diligence. Each of the Parties shall have approved the results of their respective reviews of the relevant books, records, documents, intellectual property, contracts, and financial condition of the other Party

(d) Conduct of Business. From the date of this Agreement through the Closing, the Company, LCC and the Seller shall operate only in an ordinary course consistent with prior practices.

(e) Form 10-K Approval. The Company shall timely file its Form 10-K for the period ended December 31, 2013 and the Seller shall have given its written approval of the Form 10-K.

SECTION 3

REPRESENTATIONS AND WARRANTIES OF COMPANY

Company, in order to induce Seller to execute this Agreement and to consummate the transactions contemplated herein, represents and warrants to Seller as follows:

3.1 *Organization and Qualification.* Company is a corporation duly organized, validly existing, and in good standing under the laws of Nevada, with all requisite power and authority to own its property and to carry on its business as it is now being conducted. Company is duly qualified as a foreign corporation and in good standing in each jurisdiction where the ownership, lease, or operation of property or the conduct of business requires such qualification.

3.2 *Authorization and Validity.* Company has the requisite power and is duly authorized to execute and deliver and to carry out the terms of this Agreement. The board of directors and stockholders of Company have taken all action required by law, its Articles of Incorporation and Bylaws, or otherwise to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, subject to the satisfaction or waiver of the conditions precedent set forth in Section 8 of this Agreement. Assuming this Agreement has been approved by all action necessary on the part of Seller, this Agreement is a valid and binding agreement of Company.

3.3 *No Defaults.* Company is not in default under or in violation of any provision of its Articles of Incorporation or Bylaws. Company is not in violation of any statute, law, ordinance, order, judgment, rule, regulation, permit, franchise, or other approval or authorization of any court or governmental agency or body having jurisdiction over it or any of its properties which, if enforced, would have a material, adverse effect on the financial condition or business of Company. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, will conflict with or result in a breach of or constitute a default under any of the foregoing or result in the creation of any lien, mortgage, pledge, charge, or encumbrance upon any asset of Company and no consents or waivers thereunder are required to be obtained in connection therewith in order to consummate the transactions contemplated by this Agreement.

3.4 *Documents.* The copies of all agreements and other instruments that have been delivered by Company to Seller are true, correct, and complete copies of such agreements and instruments and include all amendments thereto.

3.5 *Regulatory Matters* . All required filings of the Company with the Securities and Exchange Commission, the Nevada Secretary of State, FINRA, the Depository Trust Company and any other governmental or regulatory body have been timely filed and are true and correct. There are no undisclosed regulatory issues issues with any of the aforementioned regulatory agencies or entities.

3.6 *Non-Shell Status.* The Company has never filed any document with any of the regulatory agencies or entities, identified in Section 3.5, above, that describes the Company as a “Shell” company as defined in Rule 144(i)(1) as promulgated by the Securities and Exchange Commission under authority of the Securities Act of 1933 and the Company does not meet such definition of a “Shell” as of the date of this Agreement, nor will it do so as of the Closing Date.

3.7 *Disclosure*. The representations and warranties made by Company herein and in any schedule, statement, certificate, or document furnished or to be furnished by Company to Seller pursuant to the provisions hereof or in connection with the transactions contemplated hereby, taken as a whole, do not and will not as of their respective dates contain any untrue statements of a material fact, or omit to state a material fact necessary to make the statements made not misleading.

SECTION 4

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller, in order to induce Company to execute this Agreement and to consummate the transactions contemplated herein, represents and warrants to Company as follows:

4.1 *Organization and Qualification.* Seller is a corporation duly organized, validly existing, and in good standing under the laws of Nevada, with all requisite power and authority to own its property and to carry on its business as it is now being conducted. Company is duly qualified as a foreign corporation and in good standing in each jurisdiction where the ownership, lease, or operation of property or the conduct of business requires such qualification.

4.2 *Ownership of Seller's Assets.* Seller is the sole owner of the Seller assets and, as of the Closing Date, will be able to deliver to Company legal and equitable title to the Seller assets, free and clear of any encumbrances of any kind whatsoever.

4.3 *Validity*. Seller has the requisite power to execute and deliver and to carry out the terms of this Agreement. Assuming this Agreement has been approved by all actions necessary on the part of Company, this Agreement is a valid and binding agreement of Seller.

4.4 *Liabilities*. The Seller Assets do not have any liabilities, liens or any claims whatsoever assessable against them, except as listed in Exhibit 4.4 hereto.

4.5 *Litigation*. Except as set forth in Exhibit 4.5, there are no actions, suits, proceedings, orders, investigations, or claims pending against or affecting the Seller's Assets at law or in equity or before or by any federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality, domestic or foreign, nor has any such action, suit, proceeding, or investigation been pending or threatened in writing during the 12-month period preceding the date hereof, which, if adversely determined, would materially and adversely affect the financial condition of Seller's Assets. The Seller Assets are not operating under or subject to, or in default with respect to, any order, writ, injunction, or decree of any court or federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality.

4.6 *Taxes*. At the Closing Date, all taxes assessable to the Seller's Assets which are then due shall have been paid in full.

4.7 *Material Change.* Except as disclosed on Exhibit 4.7, there has been no material change in the condition, financial or otherwise, of the Seller's Assets, except changes occurring in the ordinary course of business, which changes have not materially, adversely affected their condition.

4.8 *Documents.* The copies of all agreements and other instruments that have been delivered by Seller to Company are true, correct, and complete copies of such agreements and instruments and include all amendments thereto.

4.9 *Disclosure.* The representations and warranties made by Seller herein and in any schedule, statement, certificate, or document furnished or to be furnished by Seller to Company pursuant to the provisions hereof or in connection with the transactions contemplated hereby taken as a whole do not and will not as of their respective dates contain any untrue statements of a material fact, or omit to state a material fact necessary to make the statements made not misleading.

SECTION 5

INVESTIGATION; PRESS RELEASE

5.1 *Investigation*.

(a) The Company acknowledges that prior to the Closing it will have completed its own independent investigation of the Seller's Asset to confirm, among other things, the assets, liabilities, title, liens, operability, and status of business of the Seller's Assets. In the event that this Agreement is terminated for any reason, Company will return to Seller all documents, work papers, and other materials and all copies thereof obtained by Company, or on its behalf, from Seller, whether obtained before or after the execution hereof, will not use, directly or indirectly, any confidential information obtained from Seller hereunder or in connection herewith, and will keep all such information confidential and not used in any way detrimental to Seller except to the extent the same is publicly disclosed by Seller.

(b) The Seller acknowledges that prior to the Closing it will have completed its own investigation of Company, which has included, among other things, the opportunity of discussions with executive officers of Company, and its accountants, investment bankers, and counsel. In the event of termination of this Agreement for any reason, Seller will deliver to Company all documents, work papers, and other materials and all copies thereof obtained by it, or on its behalf, from Company, whether obtained before or after the execution hereof and will not use, directly or indirectly, any confidential information obtained from Company hereunder or in connection herewith, and will keep all such information confidential and not used in any way detrimental to Company, except to the extent the same is publicly disclosed by Company.

5.2 *Press Release.* Company and Seller shall agree with each other as to the form and substance of any press releases and the filing of any documents with any federal or state agency related to this Agreement and the transactions contemplated hereby and shall consult with each other as to the form and substance of other public disclosures related thereto; provided, however, that nothing contained herein shall prohibit either party from making any disclosure that her or its counsel deems necessary.

SECTION 6

BROKERAGE; OTHER COSTS

6.1 *Brokers and Finders.* Neither Company nor Seller, or any of their respective officers, directors, employees, or agents, has employed any broker, finder, or financial advisor or incurred any liability for any fee or commissions in connection with initiating the transactions contemplated herein. Each party hereto agrees to indemnify and hold the other party harmless against or in respect of any commissions, finder's fees, or brokerage fees incurred or alleged to have been incurred with respect to initiating the transactions contemplated herein as a result of any action of the indemnifying party.

6.2 *Other Costs.* The parties agree that each party shall bear its own expenses incurred with in connection with this Agreement and the transaction provided for herein, including, but not limited to, fees of attorneys, accountants and other fees.

SECTION 7

CLOSING AGREEMENTS

7.1 *Closing Agreements.* On the Closing Date, the following activities shall occur, the following agreements shall be executed and delivered, and the respective parties thereto shall have performed all acts that are required by the terms of such activities and agreements to have been performed simultaneously with the execution and delivery thereof as of the Closing Date:

(a) Seller shall have executed and delivered documents to Company sufficient then and there to transfer legal and equitable title to the Seller's Assets to Company, including the bank account in Exhibit 2.1, which account shall have authorized signers consisting of one or more of the following: Wes Christian, Alan Pollock, Robert Hackney and such others as they may designate.

(b) Company shall have delivered to Seller the certificate for 300,000 shares of Series B Convertible Preferred Stock, as further described in Section 2.1(b) and the appropriate documents as required by Section 2.1(c) hereof.

SECTION 8

CONDITIONS PRECEDENT TO COMPANY'S OBLIGATIONS TO CLOSE

The obligations of Company to consummate this Agreement are subject to satisfaction on or prior to the Closing Date of the following conditions:

8.1 *Representations and Warranties*. The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, and Seller shall have performed in all material respects all of its obligations hereunder theretofore to be performed.

8.2 *Other*. The joint conditions precedent in Section 10 hereof shall have been satisfied and all documents required for Closing shall be acceptable to Counsel for Company.

SECTION 9

CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS TO CLOSE

The obligation of Seller to consummate this Agreement is subject to the satisfaction on or prior to the Closing Date of the following conditions:

9.1 *Representations and Warranties*. The representations and warranties of Company contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, and Company shall have performed in all material respects all of its obligations hereunder theretofore to be performed.

9.2 *Other*. The joint conditions precedent in Section 10 hereof shall have been satisfied.

SECTION 10

JOINT CONDITIONS PRECEDENT

The obligations of Company and Seller to consummate this Agreement shall be subject to satisfaction or waiver in writing by all parties of each and all of the following additional conditions precedent at or prior to the Closing Date:

10.1 *Other Agreements.* All of the agreements contemplated by Section 7.1 of this Agreement shall have been executed and delivered, and all acts required to be performed thereunder as of the Closing Date shall have been duly performed, including, without limitation, completion of all exhibits to this Agreement.

10.2 *Absence of Litigation.* At the Closing Date, there shall be no action, suit, or proceeding pending or threatened against any of the parties hereto by any person, governmental agency, or subdivision thereof, nor shall there be pending or threatened any action in any court or administrative tribunal, which would have the effect of inhibiting the consummation of the transactions contemplated herein.

SECTION 11

CONFIDENTIALITY

11.1 Company acknowledges that its directors, executive officers, employees, consultants, and affiliates have, and will, acquire information and materials from Seller concerning knowledge about the technology, business, products, strategies, customers, clients and suppliers of the Seller Assets and that all such information, materials and knowledge acquired, are and will be trade secrets and confidential and proprietary information of Seller, such acquired information, materials, and knowledge are hereinafter referred to as "Confidential Information." Company, itself, and on behalf of its directors, executive officers, employees, consultants, and affiliates, covenant to hold such Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise, except in connection with the transactions contemplated by this Agreement and not to allow any unauthorized person access to such Confidential Information. Similarly, Seller acknowledges that its directors, executive officers, employees, consultants, and affiliates have, and will, acquire information and materials from Company concerning knowledge about the technology, business, products, strategies, customers, clients and suppliers of Company and that all such information, materials and knowledge acquired, are and will be trade secrets and confidential and proprietary information of Company. Seller, itself, and behalf of its directors, executive officers, employees, consultants, and affiliates, covenant to hold such Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise, except in connection with the transactions contemplated by this Agreement and not to allow any unauthorized person access to such Confidential Information

11.2 The Confidential Information disclosed by the one party to the other shall remain the property of the disclosing party.

11.3 Company and Seller, and their respective directors, executive officers, employees, consultants, and affiliates, shall maintain in secrecy all Confidential Information disclosed to them by the party other using not less than reasonable care. Company and Seller, and their respective directors, executive officers, employees, consultants, and affiliates shall not use or disclose in any manner to any third party any Confidential Information without the express written consent of the chief executive officer of the other party unless or until the Confidential Information is:

(a) publicly available or otherwise in the public domain; or

(b) rightfully obtained by any third party without restriction; or

(c) disclosed by the other party without restriction pursuant to judicial action, or government regulations or other requirements.

11.4 The obligations of under Sections 11.1, 11.2, and 11.3 of this Agreement shall expire one year from the date hereof.

SECTION 12

TERMINATION AND WAIVER

12.1 *Termination*. This Agreement may be terminated and abandoned on or before the Closing Date by:

(a) the mutual consent in writing of the parties hereto;

(b) Company, if the conditions precedent in Sections 8 and 10 of this Agreement have not been satisfied or waived by the Closing Date; and

(c) Seller, if the conditions precedent in Sections 9 and 10 of this Agreement have not been satisfied or waived by the Closing Date.

If this Agreement is terminated pursuant to Section 12.1, the parties hereto shall not have any further obligations under this Agreement, and each party shall bear all costs and expenses incurred by it.

SECTION 13

NATURE AND SURVIVAL OF REPRESENTATIONS, ETC.

13.1 *Nature and Survival.* All statements contained in any certificate or other instrument delivered by or on behalf of Company or Seller pursuant to this Agreement or in connection with the transactions contemplated hereby shall be deemed representations and warranties by such party. All representations and warranties and agreements made by Company or Seller in this Agreement or pursuant hereto shall survive the Closing Date hereunder until the expiration of the 12th month following the Closing Date.

SECTION 14

MISCELLANEOUS

14.1 *Notices*. Any notices or other communications required or permitted hereunder shall be sufficiently given if written and delivered in person or sent by registered mail, postage prepaid, addressed as follows:

to Seller: Litigation Capital, Inc.
1062 Indiantown Road
Suite 400
Jupiter, FL 33477

to Company: Broadleaf Capital Partners, Inc.
3887 Pacific Street
Las Vegas, NV 89121

to Legal Capital Corp.: Legal Capital Corp.
c/o Broadleaf Capital Partners, Inc.
3887 Pacific Street
Las Vegas, NV 89121

or such other address as shall be furnished in writing by the appropriate person, and any such notice or communication shall be deemed to have been given as of the date so mailed.

14.2 *Time of the Essence.* Time shall be of the essence of this Agreement.

14.3 *Costs*. Each party will bear the costs and expenses incurred by it in connection with this Agreement and the transactions contemplated hereby.

14.4 *Entire Agreement and Amendment.* This Agreement, all Exhibits hereto, and documents delivered at the Closing Date hereunder contain the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and supersedes all other agreements, written or oral, with respect thereto. This Agreement may be amended or modified in whole or in part, and any rights hereunder may be waived, only by an agreement in writing, duly and validly executed in the same manner as this Agreement or by the party against whom the waiver would be asserted. The waiver of any right hereunder shall be effective only with respect to the matter specifically waived and shall not act as a continuing waiver unless it so states by its terms.

14.5 *Counterparts*. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party.

14.6 *Governing Law*. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas.

14.7 *Attorneys' Fees and Costs*. In the event any party to this Agreement shall be required to initiate legal proceedings to enforce performance of any term or condition of this Agreement, including, but not limited to, the interpretation of any term or provision hereof, the payment of moneys or the enjoining of any action prohibited hereunder, the prevailing party shall be entitled to recover such sums, in addition to any other damages or compensation received, as will reimburse the prevailing party for reasonable attorneys' fees and court costs incurred on account thereof (including, without limitation, the costs of any appeal) notwithstanding the nature of the claim or cause of action asserted by the prevailing party.

14.8 *Successors and Assigns*. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, as the case may be.

14.9 *Captions*. The captions appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

COMPANY:

Broadleaf Capital Partners, Inc.,
a Nevada corporation

By:/s/ J. Michael King
J. Michael King, President

SELLER:

Litigation Capital, Inc.,
a Nevada corporation

By: /s/ Robert C. Hackney
Robert C. Hackney, President

This Agreement is approved, ratified and adopted by Legal Capital Corp. on this 31st day of March, 2014.

Legal Capital Corp.
a Nevada corporation

By: /s/ J. Michael King
J. Michael King, President

EXHIBIT 2.1

The Seller's assets shall consist of: the rights to the name of the Seller (Litigation Capital, Inc.), the Seller's business plan, results of research and cash in the amount of Forty-five Thousand Seven Hundred Fifty-one and 75/100 dollars ($45,751.75), as represented by a bank account to be to be identified at the Closing, free and clear of any and all liens and/or encumbrances.

AGREEMENT

THIS AGREEMENT (hereinafter, the "**Agreement**") is made and entered into as of the 31st day of March, 2014, by and between the following:

Broadleaf Capital Partners, Inc., a Nevada corporation (hereinafter, the **"Company**"), and Sustained Release, Inc., a Wyoming corporation (hereinafter, "**SRI"**) (both of which are the "Parties" and each is a "Party")**.**

W I T N E S S E T H

WHEREAS, on November 29, 2013, the Company and SRI entered into an Acquistion Agreement (the "**Acquisition Agreement"**)(a copy of which is attached hereto as Exhibit "A") and on December 1, 2013, closed the transaction contemplated by the Acquisition Agreement, whereby the Company acquired all of the issued and outstanding shares of SRI common stock (the "**SRI Stock**") in exchange for 2,200,000 shares of a to be designated Series A Preferred Stock of the Company (the **"Series A Preferred Stock**"); and

WHEREAS, the Company has determined that it will follow a new business model and the SRI will not be a core part of that business model; and

WHEREAS, as of the date hereof Company has not issued the Series A Preferred Stock to SRI ; and

WHEREAS, the parties hereto desire to enter into this Agreement whereby the transaction between the Company and SRI will be rescinded with the SRI Stock being returned to SRI and its shareholders.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. The Company shall return all of the SRI Stock to SRI and its shareholders and the obligation of the Company to deliver 2,200,000 shares Series A Preferred Stock shall be deemed null and void effective as of March 31, 2014.

2. Each of the Parties on behalf of itself and its respective officers, directors, shareholders, affiliates, subsidiaries, parent companies, past and present employees, agents, attorneys, predecessors, successors and assigns, hereby forever releases and discharges the other Party and its respective officers, directors, shareholders, affiliates, subsidiaries, parent companies, past and present employees, agents, attorneys, predecessors, successors and assigns from any and all claims, demands, indebtedness, agreements, promises, obligations, damages or liabilities, costs, expenses (including attorneys' fees), and causes of action in law or in equity, of any kind, whether known or unknown, suspected or unsuspected, fixed or contingent, asserted or unasserted, arising or existing on or before the date of this Agreement.

3. Time shall be of the essence of this Agreement.

4. Each party will bear the costs and expenses incurred by it in connection with this Agreement and the transactions contemplated hereby.

5. This Agreement and documents delivered hereunder contain the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and supersedes all other agreements, written or oral, with respect thereto. This Agreement may be amended or modified in whole or in part, and any rights hereunder may be waived, only by an agreement in writing, duly and validly executed in the same manner as this Agreement or by the party against whom the waiver would be asserted. The waiver of any right hereunder shall be effective only with respect to the matter specifically waived and shall not act as a continuing waiver unless it so states by its terms.

6. If any provision of this Agreement is declared invalid by any tribunal, then such provision shall be deemed automatically adjusted to the minimum extent necessary to conform to the requirements for validity as declared at such time and, so adjusted, shall be deemed a provision of this Agreement as though originally included therein. In the event the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included. In either case, the remaining provisions of this Agreement shall remain in effect.

7. This Agreement may be executed in one or more counterparts each of which shall be deemed to constitute an original and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party.

8. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Nevada.

9. In the event any party to this Agreement shall be required to initiate legal proceedings to enforce performance of any term or condition of this Agreement, including, but not limited to, the interpretation of any term or provision hereof, the payment of moneys or the enjoining of any action prohibited hereunder, the prevailing party shall be entitled to recover such sums, in addition to any other damages or compensation received, as will reimburse the prevailing party for reasonable attorneys' fees and court costs incurred on account thereof (including, without limitation, the costs of any appeal) notwithstanding the nature of the claim or cause of action asserted by the prevailing party.

10. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, as the case may be.

11. Each party hereto acknowledges that each has had access to legal counsel of her or its own choice and has obtained such advice therefrom, if any, as such party has deemed necessary and sufficient prior to the execution hereof. Each party hereto acknowledges that the drafting of this Agreement has been a joint effort and any ambiguities or interpretative issues that may arise from and after the execution hereof shall not be decided in favor or, or against, any party hereto because the language reflecting any such ambiguities or issues may have been drafted by any specific party or her or its counsel.

|Signatures on following page]

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

"Company"

Broadleaf Capital Partners, Inc.

by: _____
J. Michael King, President

"SRI"

Sustained Release, Inc.

by: _____
T.W. Owen, Chief Financial Officer

EXHIBIT "A"

ACQUISITION AGREEMENT

ACQUISITION AGREEMENT ("the Agreement"), dated November 29, 2013, by and between Sustained Release, Inc., ("SRI"), a Wyoming corporation, and Broadleaf Capital Partners, Inc.("BDLF").

WHEREAS, SRI is in the business of developing, jointly or singly, or acquiring, in whole or in part, businesses, proprietary technologies, and intellectual properties for further development and growth; and

WHEREAS, SRI holds a contract for the acquisition of a forty nine percent (49%) interest in certain proprietary technologies described as "sustained release" from Akina, Inc.; and

WHEREAS, BDLF, a public company, identifies and reviews unique and proprietary technologies for investment consideration; and

WHEREAS, BDLF desires to acquire SRI and SRI desires to be acquired by BDLF under the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, and other good and valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I Definitions

1.0 Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) "Acquisition" means BDLF is acquiring one hundred percent (100%) of issued and outstanding SRI shares.

(b) "Acquired Assets" means the Akina, Inc. contract.

(c) "Acquired Liabilities" means financial obligations under the Akina, Inc. contract and any employment agreement obligations.

ARTICLE II Acquisition Grant

2.0 Conveyance. SRI, for and in behalf of its shareholders, subject to the terms and conditions contained herein, conveys to BDLF, and BDLF hereby accepts, the Acquisition.

ARTICLE III Consideration

3.0 Consideration. In consideration of the Acquisition, BDLF shall issue directly to SRI shareholders, on a share for share basis, an aggregate of two million, two hundred twenty thousand (2,220,000) BDLF Class "A" Preferred Shares per the SRI shareholders list attached hereto as Exhibit "A".

ARTICLE IV Representations and Warranties

4.0 BDLF's Representations and Warranties. BDLF hereby warrants and represents to SRI that:

(a) Authority. This Agreement constitutes the legal, valid and binding obligation of BDLF, enforceable against in accordance with its terms. BDLF has the absolute and unrestricted right, power

and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and such action has been duly authorized by all necessary action of BDLF.

4.1 SRI's Representations and Warranties.

(a) Authority. This Agreement constitutes the legal, valid and binding obligation of SRI, enforceable against SRI in accordance with its terms. SRI has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and such action has been duly authorized by all necessary action of SRI.

ARTICLE IX General Provisions

5.0 Governing Law. This Agreement and all disputes arising out of or related to this Agreement, or the performance, enforcement, breach or termination hereof, and any remedies relating thereto, shall be construed, governed, interpreted and applied in accordance with the laws of the State of Nevada.

5.1 Amendment and Waiver. This Agreement may be amended, supplemented, or otherwise modified only by means of a written instrument signed by both parties. Any waiver of any rights or failure to act in a specific instance shall relate only to such instance and shall not be construed as an agreement to waive any rights or fail to act in any other instance, whether or not similar.

5.2 Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provision of this Agreement, and such provision shall be modified to preserve (to the extent possible) their original intent.

5.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5.4 Headings. All headings are for convenience only and shall not affect the meaning of any provision of this Agreement.

5.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements or understandings between the parties relating to its subject matter.

5.6 Notices. The Parties are each obligated to keep the other apprised as to their current address for "notice" purposes. All notices or other communications required or permitted hereunder shall be in writing shall be deemed duly given (a) if by personal delivery, when so delivered, (b) if transmitted by facsimile, (c) if mailed, three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient, or (d) or sent by an overnight delivery service, the day following being so sent to the addresses of record. Any party may change the address to which notices and other communications hereunder are to be delivered by giving the other party notice.

5.7 Legal Representation of the Parties. The parties agree that each party was either represented by its own separate and independent counsel or had an opportunity to be so represented in connection with this Agreement.

IN WITNESS WHEREOF, the parties have executed this Acquisition Agreement as of the date first written above.

SRI:

SUSTAINED RELEASE, INC.

By: /s/ T.W. Owens
Name: T.W. Owens
Title: Chief Financial Officer

BDLF:

BROADLEAF CAPITAL PARTNERS, INC.

By: /s/ Mike King
Name: Mike King
Title: President

150101

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

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20140234918-54
	Filing Date and Time 03/31/2014 10:06 AM
	Entity Number C6791-2001

Certificate of Designation
(PURSUANT TO NRS 78.1955)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Designation For Nevada Profit Corporations (Pursuant to NRS 78.1955)

1. Name of corporation:

Broadleaf Capital Partners, Inc.

2. By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.

Ninety (90) shares of preferred stock, $0.01 par value per share, are hereby designated Series A Convertible Preferred Stock, having preferences as to dividends and distributions, and rights and preferences, as more particularly described in the attachment hereto. The Series A Convertible Preferred Stock shall have voting rights as required by Nevada Revised Statutes and as set forth in Section 5 of the attachment.
[See attachment]

3. Effective date of filing: (optional)

(must not be later than 90 days after the certificate is filed)

4. Signature: (required)

X

Signature of Officer

Filing Fee: $175.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Stock Designation
Revised: 3-6-09

CERTIFICATE OF DESIGNATIONS
OF THE
SERIES A CONVERTIBLE PREFERRED STOCK
(Par Value $0.01)

OF

BROADLEAF CAPITAL PARTNERS, INC.

The undersigned, a duly authorized officer of Broadleaf Capital Partners, Inc., a corporation organized and existing under the laws of the State of Nevada (the "Company"), in accordance with the provisions of Section 78.1955 of the Nevada Revised Statutes (the "NRS"), **DOES HEREBY CERTIFY** that the following resolution was duly adopted by the Company's Board of Directors (the "Board") by unanimous written consent of its directors pursuant to Section 78.315 of the NRS, on March 28, 2014:

WHEREAS, the Company currently has authorized for issuance Two Hundred Fifty Million (250,000,000) shares of common stock, par value $0.001 per share (the "Common Stock") and Ten Million (10,000,000) shares of preferred stock, par value $0.01 per share (the "Preferred Stock"); and

WHEREAS, the Board has the power, pursuant to Article 4 of the Company's Articles of Incorporation (the "Articles") to authorize the issue from time to time of one or more series of Preferred Stock and, with respect to each such series, to fix by the resolution or resolutions providing for the issue of such series, the number of shares of each such series, and the voting powers, designations, preferences and rights or qualifications, limitations or restrictions thereof as shall be stated in the resolution or resolutions; and

WHEREAS, the Board has determined that it is in the best interests of the Company to provide for the designation of Ninety (90) shares of the Preferred Stock as Series A Convertible Preferred Stock, having a par value of $0.01 per share (the "Series A Preferred Stock"), and therefore, it is

RESOLVED, that the Board hereby fixes the powers, designations, preferences, and relative, participating, optional and other special rights of the shares of the Series A Preferred Stock, as follows:

SECTION 1

DESIGNATION AND RANK

1.1. **Designation.** There is hereby created out of the authorized and unissued shares of Preferred Stock of the Company a single series of Preferred Stock, the designation of which shall be Series A Convertible Preferred Stock, having par value $0.01 per share. The number of authorized shares constituting the Series A Preferred Stock is Ninety (90).

1.2. **Rank.** With respect to the payment of dividends and other distributions on the capital stock of the Company, including the distribution of the assets of the Company upon liquidation, winding up or dissolution, the Series A Preferred Stock shall rank senior to the Common Stock.

SECTION 2

DIVIDEND RIGHTS

2.1. **Dividends and Distributions.** Each holder of shares of Series A Preferred Stock shall be entitled to receive dividends or distributions on each such share of Series A Preferred Stock on an "as converted" into Common Stock basis as provided in Section 4 hereof when and if dividends are declared on the Common Stock by the Board. Dividends shall be paid in cash or property, as determined by the Board.

SECTION 3

LIQUIDATION RIGHTS

3.1 **Liquidation Preference**. There shall be no preference in favor of the holders of the Series A Preferred Stock over the holders of Common Stock or other series of Preferred Stock upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary (collectively, "Liquidation"). Upon any Liquidation, the entire net assets of the Company shall be distributed among the holders of the Series A Preferred Stock (on an "as converted basis" into Common Stock), the other series of Preferred Stock subject to the terms of their certificates of designation, and Common Stock, ratably in proportion to each such holder's percentage ownership of the Common Stock of the Company on a fully diluted basis, and such distributions may be made in cash or in property taken at its fair value (as determined in good faith by the Board), or both, at the election of the Board.

SECTION 4

CONVERSION RIGHTS

4.1. **Conversion.** Each holder of Series A Preferred Stock shall have the right to convert any or all of the shares of Series A Preferred Stock into Common Stock. Each share of Series A Preferred Stock shall be convertible (the "Conversion Rights"), at the option of the holder thereof, at any time, and from time to time, after the date of issuance of such share (subject to Section 4.5 hereof), at the office of the Company or any transfer agent for the Series A Preferred Stock, into those number of shares of Common Stock that equals One percent (1%) of the total number of fully-diluted shares of Common Stock issued and outstanding as of the close of business on the last business day prior to the delivery date of the Notice of Conversion. The shares of Common Stock received upon the exercise of Conversion Rights shall be fully paid and non-assessable shares of Common Stock.

4.2. **Adjustments.** The Conversion Rights of the Series A Preferred Stock as described in Section 4.1 above shall be adjusted from time to time as follows:

(a) In the event of any reclassification of the Common Stock or recapitalization involving Common Stock (including a subdivision, or combination of shares or any other event described in this Section 4.2) the holder of Series A Preferred Stock shall thereafter be entitled to receive, and provision shall be made therefore in any agreement relating to the reclassification or recapitalization, upon conversion of the Series A Preferred Stock, the kind and number of shares of Common Stock or other securities or property (including cash) to which such holder of Series A Preferred Stock would have been entitled if he had held the number of shares of Common Stock into which the Series A Preferred Stock was convertible immediately prior to such reclassification or recapitalization; and in any such case appropriate adjustment shall be made in the application of the provisions herein set forth with respect to the rights and interests thereafter of the holder of the Series A Preferred Stock, to the end that the provisions set forth herein shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares, other securities, or property thereafter receivable upon conversion of the Series A Preferred Stock. An adjustment made pursuant to this subparagraph (a) shall become effective at the time at which such reclassification or recapitalization becomes effective. Notwithstanding the foregoing, in no event, however, shall the number of Series A Preferred Stock or the number of shares of Common Stock into which the Series A Preferred Stock is convertible be subject to any adjustment resulting from a reverse split of the Common Stock.

(b) In the event the Company shall declare a distribution payable in securities of other entities or persons, evidences of indebtedness issued by the Company or other entities or persons, assets (excluding cash dividends) or options or rights not referred to in Section 4.2(a) above, the holder of the Series A Preferred Stock shall be entitled to a proportionate share of any such distribution as though he was the holder of the number of shares of Common Stock of the Company into which his shares of Series A Preferred Stock are convertible as of the record date fixed for the determination of the holders of shares of Common Stock of the Company entitled to receive such distribution or if no such record date is fixed, as of the date such distribution is made.

4.3. Procedures for Conversion.

(a) In order to exercise the Conversion Rights pursuant to Section 4.1 above, the holder shall deliver an irrevocable written notice of such exercise to the Company at its principal office (the "Notice of Conversion"). The holder shall, upon the conversion of Series A Preferred Stock in accordance with this Section 4, surrender the certificate representing such shares of Series A Preferred Stock to the Company, at its principal office, and specify the name or names in which the holder wishes the certificate or certificates for shares of Common Stock to be issued. In case the holder shall specify a name or names other than that of the holder, such notice shall be accompanied by payment of all transfer taxes (if transfer is to a person or entity other than the holder thereof), if any, payable upon the issuance of shares of Common Stock in such name or names. Within five (5) business days of the receipt of the Notice of Conversion, the Company shall deliver or cause to be delivered certificates representing the number of validly issued, fully paid and non-assessable shares of Common Stock to which the holder shall be entitled. Such conversion, to the extent permitted by law, shall be deemed to have been effected as of the date of receipt by the Company of any Notice of Conversion pursuant to this Section 4.3(a), upon the occurrence of any event specified therein. Upon conversion of a share of Series

A Preferred Stock, such share shall cease to constitute a share of Series A Preferred Stock and shall represent only a right to receive shares of Common Stock into which it has been converted.

(b) Beginning as of the date hereof, the Company shall at all times reserve and keep available out of its authorized Common Stock the full number of shares of Common Stock of the Company issuable upon complete the conversion of the shares of Series A Preferred Stock. In the event that the Company does not have a sufficient number of shares of authorized but unissued shares of Common Stock necessary to satisfy the full conversion of shares of Series A Preferred Stock, then the Company shall call and hold a meeting of the stockholders within thirty (30) calendar days of such occurrence for the sole purpose of increasing the number of authorized shares of Common Stock. The Board shall recommend to stockholders a vote in favor of such proposal and shall vote all shares held by them, in proxy or otherwise, in favor of such proposal. This remedy is not intended to limit the remedies available to the holder of the Series A Preferred Stock, but is intended to be in addition to any other remedies, whether in contract, at law or in equity.

4.4. **Notices of Record Date.** In the event that the Company shall propose at any time: (i) to declare any dividend or distribution upon any class or series of capital stock, whether in cash, property, stock or other securities; (ii) to effect any reclassification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or (iii) to merge or consolidate with or into any other corporation, or to sell, lease or convey all or substantially all of its property or business, or to liquidate, dissolve or wind up; then, in connection with each such event, the Company shall mail to the holder of Series A Preferred Stock: at least ten (10) calendar days' prior written notice of the date on which a record shall be taken for such dividend or distribution (and specifying the date on which the holders of the affected class or series of capital stock shall be entitled thereto) or for determining the rights to vote, if any, in respect of the matters referred to in clauses (ii) and (iii) in this Section 4.4, and in the case of the matters referred to in this Section 4.4 (ii) and (iii), written notice of such impending transaction not later than ten (10) calendar days prior to the stockholders' meeting called to approve such transaction, or ten (10) calendar days prior to the closing of such transaction, whichever is earlier, and shall also notify such holder in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction (and specify the date on which the holders of shares of Common Stock shall be entitled to exchange their Common Stock for securities or other property deliverable upon the occurrence of such event) and the Company shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than ten (10) calendar days after the Company has given the first notice provided for herein or sooner than ten (10) calendar days after the Company has given notice of any material changes provided for herein.

4.5 **Limitations of Conversion**. The Conversion Rights specified herein shall be subject to the following limitations:

(i) The holders of the shares of Series A Preferred Stock may not exercise their Conversion Rights until such time as the Company has sufficient authorized shares of Common Stock in compliance with Section 4.3(b) of this Agreement; and

(ii) No holder of the shares of Series A Preferred Stock shall be entitled to convert the Series A Preferred Stock to the extent, but only to the extent, that such conversion would, upon giving effect to such conversion, cause the aggregate number of shares of Common Stock beneficially owned by such holder to exceed 4.99% of the outstanding shares of Common Stock following such conversion (which provision may be waived by such holder by written notice from such holder to the Company, which notice shall be effective 61 calendar days after the date of such notice).

SECTION 5

VOTING RIGHTS

5.1. General. On all matters, the holders of Series A Preferred Stock and the holders of Common Stock shall vote together and not as separate classes and the Series A Preferred Stock shall be counted on an "as converted" basis times 100.. Notwithstanding the foregoing, to the fullest extent permitted by law, the holders of Common Stock shall not be entitled to vote on any proposal, action or amendment that solely affects the rights, powers, preferences, qualifications, powers or restrictions of the Series A Preferred Stock.

SECTION 6

REDEMPTION

6.1. General. The Company shall have no right of redemption of the Series A Preferred Stock without the written consent of all holders of the Series A Preferred Stock.

SECTION 7

MISCELLANEOUS

6.1. Headings of Subdivisions. The headings of the various Sections hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

6.2. Severability of Provisions. If any right, preference or limitation of the Series A Preferred Stock set forth herein (as this resolution may be amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other rights, preferences and limitations set forth in this resolution (as so amended) which can be given effect without the invalid, unlawful or unenforceable right, preference or limitation shall, nevertheless, remain in full force and effect, and no right, preference or limitation herein set forth shall be deemed dependent upon any other such right, preference or limitation unless so expressed herein.

[Remainder of page intentionally left blank. Signatures to follow]

150101

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

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20140234920-97
	Filing Date and Time 03/31/2014 10:06 AM
	Entity Number C6791-2001

Certificate of Designation
(PURSUANT TO NRS 78.1955)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Designation For Nevada Profit Corporations (Pursuant to NRS 78.1955)

1. Name of corporation:

Broadleaf Capital Partners, Inc.

2. By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.

Three Hundred Thousand (300,000) shares of preferred stock, $0.01 par value per share, are hereby designated Series B Preferred Stock, having preferences as to dividends and distributions, and rights and preferences, as more particularly described in the attachment hereto. The Series B Preferred Stock shall have voting rights as required by Nevada Revised Statutes and as set forth in Section 5 of the attachment. [See attachment]

3. Effective date of filing: (optional)

(must not be later than 90 days after the certificate is filed)

4. Signature: (required)

X

Signature of Officer

Filing Fee: $175.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Stock Designation
Revised: 3-6-09

CERTIFICATE OF DESIGNATIONS
OF THE
SERIES B PREFERRED STOCK
(Par Value $0.01)

OF

BROADLEAF CAPITAL PARTNERS, INC.

The undersigned, a duly authorized officer of Broadleaf Capital Partners, Inc., a corporation organized and existing under the laws of the State of Nevada (the "Company"), in accordance with the provisions of Section 78.1955 of the Nevada Revised Statutes (the "NRS"), **DOES HEREBY CERTIFY** that the following resolution was duly adopted by the Company's Board of Directors (the "Board") by unanimous written consent of its directors pursuant to Section 78.315 of the NRS, on March 28, 2014:

WHEREAS, the Company currently has authorized for issuance Two Hundred Fifty Million (250,000,000) shares of common stock, par value $0.001 per share (the "Common Stock") and Ten Million (10,000,000) shares of preferred stock, par value $0.01 per share (the "Preferred Stock"); and

WHEREAS, the Board has the power, pursuant to Article 4 of the Company's Articles of Incorporation (the "Articles") to authorize the issue from time to time of one or more series of Preferred Stock and, with respect to each such series, to fix by the resolution or resolutions providing for the issue of such series, the number of shares of each such series, and the voting powers, designations, preferences and rights or qualifications, limitations or restrictions thereof as shall be stated in the resolution or resolutions; and

WHEREAS, the Board has determined that it is in the best interests of the Company to provide for the designation of Three Hundred Thousand (300,000) shares of the Preferred Stock as Series B Preferred Stock, having a par value of $0.01 per share (the "Series B Preferred Stock"), and therefore, it is

RESOLVED, that the Board hereby fixes the powers, designations, preferences, and relative, participating, optional and other special rights of the shares of the Series B Preferred Stock, as follows:

SECTION 1

DESIGNATION AND RANK

1.1. **Designation.** There is hereby created out of the authorized and unissued shares of Preferred Stock of the Company a single series of Preferred Stock, the designation of which shall be Series B Preferred Stock, having par value $0.01 per share. The number of authorized shares constituting the Series B Preferred Stock is Three Hundred Thousand (300,000).

1.2. **Rank.** With respect to the payment of dividends and other distributions on the capital stock of the Company, including the distribution of the assets of the Company upon liquidation, winding up or dissolution, the Series B Preferred Stock shall rank senior to the Common Stock, and rank junior to the Company's Series A Convertible Preferred Stock.

SECTION 2

DIVIDEND RIGHTS

2.1 Dividends and Distributions.

(a) The holders of the then outstanding shares of Series B Preferred Stock will be entitled to receive, when, as and if declared by the Board of Directors out of funds of the Company legally available therefor, non-cumulative cash dividends accruing on a daily basis from the date of issuance of the Series B Preferred Stock through and including the date on which such dividends are paid at the annual rate of Six Percent (6%) (the "Applicable Rate") per share of the Series B Preferred Stock. The cash dividends provided for in this Section 2.1(a) are hereinafter referred to as "Base Dividends."

(b) The Company shall not declare any dividend or distribution on or with respect to the Common Stock of the Company without the written consent of the holders of a majority of the issued and outstanding shares of the Series B Preferred Stock.

(c) In addition to the Base Dividends, in the event any dividends are declared or paid or any other distribution is made on or with respect to the Common Stock, the holders of the Series B Preferred Stock as of the record date established by the Board for such dividend or distribution on the Common Stock shall be entitled to receive as additional dividends (the "Additional Dividends") an amount (whether in the form of cash, securities or other property) equal to the amount (and in the form) of the dividends or distribution that such holder would have received had each share of the Series B Preferred Stock been one share of the Common Stock, such Additional Dividends to be payable on the same payment date as the payment date for the Common Stock. The record date for any such Additional Dividends shall be the record date for the applicable dividend or distribution on the Common Stock, and any such Additional Dividend shall be payable to the individual, entity or group in whose name the Series B Preferred Stock is registered at the close of the business day on the applicable record date.

(d) No dividend shall be paid or declared on any share of Common Stock, unless a dividend, payable in the same consideration and manner, is simultaneously paid or declared, as the case may be, on each share of Series B Preferred Stock in an amount determined in paragraph (c) hereof. For purposes hereof, the term "dividend" shall include any pro rata distribution by the Company, out of the funds of the Company legally available therefore, of cash, property, securities (including, but not limited to, rights, warrants or options) or other property or assets to the holders of the Common Stock, whether or not paid out of capital, surplus or earnings.

SECTION 3

LIQUIDATION RIGHTS

3.1. **Liquidation Preference**. Upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary (collectively, a " Liquidation "), before any distribution or payment shall be made to any of the holders of Common Stock or any series of preferred stock, the holders of Series B Preferred Stock shall be entitled to receive out of the assets of the Company, whether such assets are capital, surplus or earnings, an amount equal to $1.00 per share of Series B Preferred Stock (the " Liquidation Amount ") plus all declared and unpaid dividends thereon, for each share of Series B Preferred Stock held by them.

3.2. **Pro Rata Distribution**. If, upon any Liquidation, the assets of the Company shall be insufficient to pay the Liquidation Amount, together with declared and unpaid dividends thereon, in full to all holders of Series B Preferred Stock, then the entire net assets of the Corporation shall be distributed among the holders of the Series B Preferred Stock, ratably in proportion to the full amounts to which they would otherwise be respectively entitled and such distributions may be made in cash or in property taken at its fair value (as determined in good faith by the Company's Board of Directors), or both, at the election of the Company's Board of Directors.

3.3. **Merger, Consolidation or Reorganization**. For purposes of this Section 3, a Liquidation shall be deemed to be occasioned by or to include the merger, consolidation or reorganization of the Company into or with another entity through one or a series of related transactions, or the sale, transfer or lease of all or substantially all of the assets of the Company.

SECTION 4

VOTING RIGHTS

4.1. **General.** On all matters, the holders of Series B Preferred Stock and the holders of Common Stock shall vote together and not as separate classes, and the shares of Series B Preferred Stock shall be entitled to one vote per each share of Series B Preferred Stock. Notwithstanding the foregoing, unless otherwise provided by applicable law, to the fullest extent permitted by law, the holders of Common Stock shall not be entitled to vote on any proposal, action or amendment that solely affects the rights, powers, preferences, qualifications, powers or restrictions of the Series B Preferred Stock.

SECTION 5

REDEMPTION

5.1. **General.** The Company shall have no right of redemption of the Series B Preferred Stock without the written consent of all holders of the Series B Preferred Stock.

SECTION 6

MISCELLANEOUS

6.1. Headings of Subdivisions. The headings of the various Sections hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

6.2. Severability of Provisions. If any right, preference or limitation of the Series B Preferred Stock set forth herein (as this resolution may be amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other rights, preferences and limitations set forth in this resolution (as so amended) which can be given effect without the invalid, unlawful or unenforceable right, preference or limitation shall, nevertheless, remain in full force and effect, and no right, preference or limitation herein set forth shall be deemed dependent upon any other such right, preference or limitation unless so expressed herein.

6.3 Exchange of Shares. In the event of the spin-off transaction of Legal Capital Corp., a Nevada corporation ("LCC"), as contemplated by that certain Purchase Agreement by and between the Company and Litigation Capital, Inc., a Nevada corporation, dated March ____, 2014 (the "LCC Agreement"), all issued and outstanding shares of Series B Preferred Stock shall be exchanged for shares of preferred stock of LCC as set forth in the LCC Agreement, to the extent that such shares of preferred stock contain the voting and conversion rights set forth in the LCC Agreement.

[Remainder of page intentionally left blank. Signatures to follow]