

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

January 5, 2015

Date of Report (Date of Earliest event reported)

ENERGYTEK CORP.

(Exact Name of Registrant as Specified in Charter)

<u>Nevada</u>	<u>814-00175</u>	<u>86-0490034</u>
(State or other Jurisdiction Of incorporation)	(Commission File Number)	(IRS Employer Identification No.)
<u>201 S. Laurel, Luling, TX</u>		<u>78648</u>
(Address of principal executive offices)		(Zip code)
Registrant's telephone number, including area code:	<u>(713) 333-3630</u>	

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))
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### Item 1.01 Entry into a Material Definitive Agreement.

On January 6, 2015, the Company entered into a Joint Venture Agreement with Wagley Offshore-Onshore, Inc. (the "JV Agreement" and "Wagley", respectively). The purpose of the JV Agreement is to pursue a distressed energy asset acquisition program to take advantage of the reduction in value of these assets due to the historically low price of crude oil. The Joint Venture, to be known as Wagley-EnergyTEK J.V. LLC, a Texas limited liability company (the "LLC"), will utilize the extensive relationships of Wagley to acquire energy related assets such as equipment, leases and production in exchange for a combination of cash and/or equity securities of the Company. As a term and condition of the JV Agreement, the Company is issuing Twenty Million (20,000,000) restricted shares of its common stock to the Joint Venture as its capital contribution to the Joint Venture.

The amount of the capital contribution made by the Company into the Joint Venture was determined pursuant to arm's length negotiations between the parties. The summary of the JV Agreement set forth above does not purport to be a complete statement of the terms of the JV Agreement. The summary is qualified in its entirety by reference to the full text of the JV Agreement which is being filed with this Current Report on Form 8-K (this "Report") as [Exhibit 1.1](#) and incorporated herein by reference.

On January 8, 2015, the Company and Wagley entered into a Limited Liability Operating Agreement (the "Operating Agreement") to define the rights, duties and responsibilities of the parties to the JV Agreement in their roles as Members of the LLC, as well as those of the Managers of the LLC.

The terms and conditions of the Operating Agreement were determined pursuant to arm's length negotiations between the parties. The summary of the Operating Agreement set forth above does not purport to be a complete statement of the terms of the Operating Agreement. The summary is qualified in its entirety by reference to the full text of the Operating Agreement which is being filed with this Current Report on Form 8-K (this "Report") as [Exhibit 1.2](#) and incorporated herein by reference.

### Item 3.02 Unregistered Sales of Equity Securities.

Please see the disclosures set forth under [Item 1.01](#) herein above.

### Item 5.02 Departure of Directors or Certain Officers; Appointment of Certain Officers; Compensatory agreements of certain officers.

(a) Not applicable.

(b) Effective January 5, 2015, Donna Steward, our Secretary and a director, resigned. Also, on January 5, 2015, Charles Snipes, a director resigned. Neither of these resignations were the result of any disagreement with the Company or its management relating to the operations of the Company.

(c) (1) Effective January 6, 2015, the Company's Board of Directors named Tommie J. Morgan, Ph.D. as Secretary and a director of the Company.

(2) Tommie J. Morgan, Ph.D., 73, Secretary and a director. Dr. Morgan is a Medical Physicist, who is licensed in the States of Texas, Arizona and Nevada, specializing in Diagnostic, Nuclear and Health Physics. He has a prior academic appointment as Chief, Diagnostic Physics and Associate Professor at MD Anderson Hospital & Tumor Institute, University of Texas System Cancer Center in Houston, Texas (1982-1989). He served as President of IATRO Services, Inc. from 1988 to 1995, Vice President of IATRO Holdings, Inc. from 1992 to 1994, and President of IATRO, Inc. from 1992 to 1994, all of which positions were located in Houston, TX. Dr. Morgan has owned and acted as President of private consulting firms, Medikos, Inc. and Morgan Consultants, Inc., from 1994 to present, consulting with numerous hospitals and medical centers throughout the United States including, but not limited to, consulting regarding business plans, budgets, cash flow, staffing requirements, operational needs, equipment acquisitions and regulatory compliance. Dr. Morgan has also served as Acting Chief, Regulatory Affairs for OB Scientific, Inc. of Milwaukee, Wisconsin from 1999 to present. Dr. Morgan also has extensive experience in investing in oil and gas ventures. Dr. Morgan received his B.S.E. in Mathematics, Physics and Education from Arkansas State Teachers College, his M.S. in Radiation Science from the University of Arkansas Medical Center and his Ph.D. in Bionucleonics (Radiation Physics and Radiation Bio-effects) from Purdue University.

(3) Not applicable.

(d) See sub-paragraph (c), above.

(e) Not applicable.

### Item 5.03 Amendments to articles of incorporation or bylaws; change in fiscal year.

On January 7, 2015, the Company filed with the Secretary of State of the State of Nevada a Certificate of Amendment to its Certificate of Designation of its Series C Preferred Stock. The Certificate of Amendment increased the limitation on conversion of the Series C Preferred Stock into shares of common stock from 4.99% to 9.99%. Pursuant to Nevada Revised Statutes, the Amendment to the Certificate of Designation was approved by the Company's Board of Directors and by the holder of one hundred percent (100%) of the issued and outstanding shares of Series C Preferred Stock. A copy of the Company's Certificate of Amendment to its Certificate of Designation of its Series C Preferred Stock is attached hereto and incorporated herein as Exhibit 3.1.

### Item 9.01 Financial Statements and Exhibits.

#### (d) Exhibits

#### EXHIBIT DESCRIPTION

#### LOCATION

1.1	Joint Venture Agreement by and between EnergyTEK Corp. and Wagley Offshore-Onshore, Inc., dated January 6, 2015.	Provided herewith
1.2	Limited Liability Company Operating Agreement for Wagley-EnergyTEK J.V. LLC, by and between EnergyTEK Corp. and Wagley Offshore-Onshore, Inc. dated January 8, 2015.	Provided herewith
3.1	Certificate of Amendment to Certificate of Designations of Series C Preferred Stock filed with the Secretary of State of the State of Nevada on January 7, 2015.	Provided herewith

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Current Report on Form 8-K to be signed on its behalf by the undersigned hereunto duly authorized.

Date: January 9, 2015

**ENERGYTEK CORP.**

By: /s/ Craig Crawford  
Name: Craig Crawford  
Title: President

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**JOINT VENTURE AGREEMENT**

Joint Venture Agreement made this 6<sup>th</sup> day of January, 2015 by and between Wagley Offshore-Onshore, Inc., a Texas corporation (“Wagley”) and EnergyTEK Corp., a Nevada corporation (“EnergyTEK”) (each a “Venturer” and collectively the “Joint Venturers”).

In consideration of the mutual terms, conditions and covenants hereinafter set forth, the Joint Venturers agree as follows:

**PARTIES**

1.1 The Venturers hereby form a Joint Venture (“JV”), in the form of a Texas limited liability company managed by Managers, for the limited purposes and scope set forth in this Agreement, as amended from time to time, and by the terms and conditions set forth herein, by EnergyTEK and Wagley are all of the Venturers of the Joint Venture.

1.2 The relationship between the Joint Venturers shall be limited to the performance of the terms and conditions of this Agreement. Nothing herein shall be construed to create a general partnership between the Joint Venturers, or to authorize any Venturer to act as a general agent for another, or to permit any Venturer to bind another other than as set forth in this Agreement, or to borrow money on behalf of another Venturer, or to use the credit of any Venturer for any purpose.

1.3 Neither this Agreement nor any interest in the Joint Venture may be assigned, pledged, transferred or hypothecated without the prior written consent of the Joint Venturers hereto.

**JOINT VENTURE NAME**

2. The name of the Joint Venture shall be Wagley-EnergyTEK J.V., a Texas limited liability company, or a name or names as determined by the Venturers as they may from time to time select, with EnergyTEK and Wagley being the members thereof.

**TERM**

3. The term of this Joint Venture agreement shall be two years, during which each Joint Venturer shall share 81% for Wagley and 19% for EnergyTEK in the equity of the Joint Venture, at which time the Venturers agree that the Joint Venture, sold, dissolved, or renewed by Joint Venturers for an agreed upon period of time.

**PLACE OF BUSINESS**

4. The principal place of business of the Joint Venture shall be at the present offices of Wagley, or such other place or places as the Venturers may from time to time select. The Joint Venturers shall execute the necessary documents to register the Joint Venture with the proper governmental offices to do business in the State of Texas and any other jurisdiction in which it conducts regular business.

## **TYPE OF BUSINESS**

5. The Joint Venture may engage in such other activities related either directly or indirectly to acquisition and/or sale of oil and gas field equipment, or any other activity as may be necessary, advisable or convenient to the promotion or conduct of the Joint Venture's business, but no other business shall be conducted by the Joint Venture without the prior written consent of the Venturers.

## **CAPITAL CONTRIBUTIONS**

6. The Venture shall consist of contributions as set forth below:

- a. Wagley shall purchase Eighty-one percent (81%) of all the authorized membership interests of Wagley-EnergyTEK J.V., a Texas limited liability company, in exchange for its experience, reputation and contacts in the oil and gas industry.
- b. EnergyTEK shall purchase Nineteen percent (19%) of all the authorized membership interests of Wagley-EnergyTEK J.V., a Texas limited liability company, in exchange for its contribution of restricted common stock totaling Twenty Million (20,000,000) million shares of EnergyTEK common stock with a cumulative value of Two Million Two Hundred Thousand dollars (\$2,200,000.00) based upon the closing bid price on this date, as quoted by OTC Markets, Inc.

## **DIVISION OF PROFITS AND LOSSES**

7. The profits and losses of the Joint Venture shall be determined in accordance with good accounting practices, shared among the Joint Venturers, as follows: If sold or dissolved or if a distribution of net earnings is made, the earnings and/or assets shall be distributed 81% to Wagley and 19% to EnergyTEK; PROVIDED, HOWEVER, that all distributions of earnings and or assets pursuant to the aforementioned ratios shall be subject to a Preferred Return in favor of EnergyTEK, as follows: The Preferred Return payable to EnergyTEK shall be a cumulative eight percent (8%) per annum compounded annually on the initial value of the capital contribution of EnergyTEK, as defined in Paragraph 6 hereof. In no event shall any distributions of net earnings or assets, except for any commissions or Manager fees or other expenses agreed to by the Venturers, payable under the Limited Liability Company Operating Agreement, a copy of which is attached hereto, be made to either of the Venturers until such time as the Preferred Return is paid in full. To ensure the payment of the Preferred Return, EnergyTEK shall be deemed to have a security interest in any and all assets, including, but not limited to, cash, securities or equipment of the Joint Venture, until such Preferred Return is paid in full.

At any time the Venturers deem appropriate, the Distributable Cash or Gain shall be calculated and, if the Venturers deem the same to be appropriate in their sole and absolute discretion, all or any portion thereof shall be distributed to the Venturers as it becomes available in accordance with the foregoing paragraph of this Section 7. Notwithstanding the foregoing, however, no Distribution of Distributable Cash shall be made unless the Venturers determine in good faith that such Distribution may be made or not made without materially affecting the ability of the each of the Joint Venturers to pay their obligations (including contingent liabilities) as they fall due, and that such Distribution may be made in accordance with applicable law in a manner specified in the foregoing paragraph of this Section 7.



15. This Agreement constitutes the entire agreement between the Joint Venturers pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless in writing signed by the party making the waiver.

**[Signatures on following page]**



The parties hereto, intending to be bound, have signed this Agreement as of the date and year first above written.

**Wagley Offshore-Onshore, Inc.**

By: /s/ Damon Wagley  
Damon Wagley, President

**EnergyTEK Corp.**

By: /s/ Craig Crawford  
Craig Crawford, President



**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

**WAGLEY-ENERGYTEK J.V., LLC**

A Manager-Managed Limited Liability Company

**OPERATING AGREEMENT**

THIS OPERATING AGREEMENT is made and entered into effective January 8, 2015, by and between: EnergyTEK Corp., a Nevada corporation, and Wagley Offshore-Onshore, Inc., a Texas corporation (collectively referred to in this agreement as the "Members").

**SECTION 1**

**THE LIMITED LIABILITY COMPANY**

1.1 *Formation.* Effective January 8, 2015, the Members will form a limited liability company under the name Wagley-EnergyTEK J.V., L.L.C. (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Texas Business Organizations Code (the "BOC"). The Members agree to file with the appropriate agency within the State of Texas charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the BOC except as otherwise expressly provided in this Agreement.

1.2 *Name.* The business of the Company will be conducted under the name Wagley-EnergyTEK J.V., L.L.C., or such other name upon which the Members may unanimously may agree.

1.3 *Purpose.* The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Texas.

1.4 *Office.* The Company will maintain its principal business office within the State of Texas at the following address: 5909 Oakclaire Drive, Austin, TX 78735.

1.5 *Registered Agent.* Damon Wagley is the Company's initial registered agent in the State of Texas, and the registered office is 5909 Oakclaire Drive, Austin, TX 78735.

1.6 *Term.* The term of the Company commences on January 8, 2015 and shall continue for a period of two (2) years unless sooner terminated as provided in this Agreement.

1.7 *Names and Addresses of Members.* The Members' names and addresses are attached as Schedule 1 to this Agreement.

1.8 *Admission of Additional Members.* Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

**SECTION 2  
CAPITAL CONTRIBUTIONS**

2.1 *Initial Contributions.* The Members initially shall contribute to the Company capital as described in Schedule 2 attached to this Agreement.

2.2 *Additional Contributions.* No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

2.3 *No Interest on Capital Contributions.* Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

**SECTION 3  
ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS**

3.1 *Profits/Losses.* For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 *Distributions.* The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 *Preferred Return.* All calculations of profits and/or losses and the right to receive distributions shall be subject to the rights of EnergyTEK to receive a Preferred Return, as provided for in the Joint Venture Agreement by and between the parties hereto, dated January 6, 2015. The Preferred Return shall be considered an expense of the Company for purposes of the calculation of profits and/or losses.

3.4 *No Right to Demand Return of Capital.* No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

**SECTION 4  
INDEMNIFICATION**

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful

**SECTION 5  
POWERS AND DUTIES OF MANAGERS**

*5.1 Management of Company.*

5.1.1 The Managers are Damon Wagley and Craig Crawford and they, within the authority granted by the BOC and the terms of this Agreement, shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by the Managers.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of the Managers to manage and operate the business and affairs of the Company.

*5.2 Decisions by Members.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

*5.3 Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

**SECTION 6**  
**SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES**

6.1 *Organization Expenses.* All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 *Salary.* No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members; provided that, Damon Wagley shall be entitled to accrue a monthly compensation of \$2,000 in his capacity as a Manager.

6.3 *Legal and Accounting Services.* The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

6.4 *Other Compensation.* Damon Wagley shall be entitled to receive a commission of three percent (3%) of the gross sales/purchase price for all oil field equipment transactions conducted by the Company

**SECTION 7**  
**BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS,**  
**FISCAL YEAR, BANKING**

7.1 *Method of Accounting.* The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 *Fiscal Year; Taxable Year.* The fiscal year and the taxable year of the Company is the calendar year.

7.3 *Capital Accounts.* The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 *Banking.* All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

**SECTION 8**  
**ISSOLUTION AND WINDING UP OF THE COMPANY**

8.1 *Dissolution.* The Company will be dissolved on the happening of any of the following events:

8.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

8.1.2 The agreement of all of the Members;

8.1.3 By operation of law; or

8.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

8.2 *Winding Up.* On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

8.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

8.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

8.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 8.2.3.

**SECTION 9  
GENERAL PROVISIONS**

9.1 *Amendments.* Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

9.2 *Governing Law.* This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Texas (without regard to principles of conflicts of law).

9.3 *Entire Agreement; Modification.* This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

9.4 *Attorney Fees.* In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

9.5 *Further Effect.* The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

9.6 *Severability.* If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

9.7 *Captions.* The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

9.8 *Notices.* All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

[Signatures on following page]



IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

EnergyTEK Corp.,  
a Nevada corporation

by: /s/ Craig Crawford  
Craig Crawford, President

Wagley Offshore-Onshore, Inc.  
a Texas corporation

By: /s/ Damon Wagley  
Damon Wagley, President

**Listing of Members - Schedule 1**

LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR WAGLEY-ENERGYTEK J.V., L.L.C.  
LISTING OF MEMBERS

As of the 8<sup>th</sup> day of January, 2015, the following is a list of Members of the Company:

NAME:	ADDRESS:
EnergyTEK Corp.	201 Laurel Luling, TX 78648
Wagley Offshore-Onshore, Inc.	5909 Oakclaire Drive Austin, TX 78735

Authorized by Member(s) to provide Member Listing as of this 8th day of January, 2015.

EnergyTEK Corp.

By: /s/ Craig Crawford  
Craig Crawford, President

Wagley Offshore-Onshore, Inc.

By: /s/ Damon Wagley  
Damon Wagley, President





BARBARA K. CEGAVSKE  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (776) 684-5708  
 Website: www.nvsos.gov



\*150303\*

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number
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**Amendment to  
 Certificate of Designation  
 After Issuance of Class or Series**  
 (PURSUANT TO NRS 78.1955)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Amendment to Certificate of Designation  
For Nevada Profit Corporations**  
 (Pursuant to NRS 78.1955 - After Issuance of Class or Series)

1. Name of corporation:  
 EnergyTEK Corp.

2. Stockholder approval pursuant to statute has been obtained.

3. The class or series of stock being amended:  
 Series C Preferred Stock

4. By a resolution adopted by the board of directors, the certificate of designation is being amended as follows or the new class or series is:

WHEREAS, the Board deems it to be in the best interests of the Company to approve an amendment to the Company's Certificate of Designations of the Series C Convertible Preferred Stock to revise the limitations on conversion with respect to the Series C Convertible Preferred Stock; and

[continued on attachment page 1]

5. Effective date of filing: (optional)

6. Signature: (required)

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

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 NRS Amend Designation - After  
 Revised: 1-5-15

WHEREAS, Section 78.1955(3) of the NRS provides that the certificate of designation of a series of preferred stock established by resolution of a board of directors may be amended by resolution of the board of directors if approved by the stockholders holding a majority of the shares in the series being amended and a majority of each class or series of stock senior to the series being amended; and

WHEREAS, the Board also deems it advisable and in the Company's best interests to approve an amendment to Section 4.5 of the Certificate of Designation of the Series C Convertible Preferred Stock such that such section reads in its entirety as follows (the "Amendment"):

4.5 Limitations of Conversion.

(a) The Conversion Rights specified herein shall be subject to the following limitation: The holders of the shares of Series C 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 Certificate of Designation.

(b) No holder of Series C Preferred Stock shall be entitled to convert the Series C 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 9.99% 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 sixty-one (61) days after the date of such notice).

