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**AMENDED**  
**SHAREHOLDERS AGREEMENT**  
**FUZE MANAGEMENT, INC.**

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## AMENDED SHAREHOLDERS AGREEMENT

**THIS AGREEMENT**, effective as of the \_\_\_\_ day of December, 2012 ("Agreement"), is by and among Fuze Management, Inc., a Delaware corporation ("Corporation"), Wade A Threadgill, Jr., Sharlyn Threadgill, Forrest Threadgill, Forrest Threadgill as Temporary Custodian for Morgan Threadgill, Stacie Reed, Virginia "Ginger" Clark, and WSFM Foundation, collectively or individually, ("Shareholder(s)").

### WITNESSETH:

**WHEREAS**, the Shareholders own all of the issued and outstanding shares of the no par value common stock of the Corporation ("Shares"), and the individual ownership of such Shares is as follows:

Wade A. Threadgill, Jr.	245 Shares
Sharlyn Threadgill	245 Shares
Forrest Threadgill	160 Shares
Forrest Threadgill as Temporary Custodian for Morgan Threadgill	160 Shares
Stacie Reed	40 Shares
Virginia "Ginger" Clark	100 Shares
WSFM Foundation	50 Shares

**WHEREAS**, the parties to this Agreement desire to provide for continuity and harmony in the life, management and progress of the Corporation by restricting the transfer of Shares and by granting to the Corporation and the Shareholders options to purchase Shares.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Restrictions on Sale of Shares. Neither record title nor beneficial ownership of any Shares may be sold, assigned or transferred whether voluntarily or by operation of law, except in accordance with the terms of this Agreement. Any purported transfer in violation of any provision of this Agreement shall be void and ineffectual, shall not operate to transfer any interest or title in the purported transferee, and shall give the Corporation and the other Shareholders an option to purchase all such Shares in the manner and on the terms and conditions provided for herein.
2. Other Transfers. Notwithstanding Section 1 hereof, a Shareholder may, with the prior written consent of the Corporation, dispose of, give, sell, assign or otherwise transfer any of the Shares owned by such Shareholder during his lifetime. No Shareholder shall mortgage, hypothecate or in any way encumber the Shares which he now owns or which he may hereafter acquire, without the written consent of the Corporation.

3. Purchase upon Certain Events.

- a. Events other than Divorce or Right of First Refusal. Upon the attachment, sequestration, levy of execution upon, garnishment or other involuntary transfer or encumbrance of the Shares of any Shareholder, or if any Shareholder (i) shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (ii) shall consent to the entry of an order for relief in an involuntary case under any such law, (iii) shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for any substantial part of his property, or (iv) shall make any general assignment for the benefit of creditors, such Shareholder ("Transferee Shareholder") shall be deemed to have offered to sell to the Corporation, and the other Shareholders ("Remaining Shareholders") all of the Shares held by the Transferee Shareholder at the applicable price set forth in Paragraph 4 hereof, and under the terms and conditions set forth in Paragraph 5 hereof.

The Transferee Shareholder shall give written notice of attachment, sequestration, or other involuntary transfer or encumbrance of the Shares of the Transferee Shareholder, to the Secretary of the Corporation and to the Remaining Shareholders ("Transfer Notice").

The Corporation shall have the option, exercisable within thirty (30) days after the receipt of the Transfer Notice sent by the Transferee Shareholder, to elect to purchase all or any portion of the Shares covered in the Transfer Notice at the purchase price and on the conditions as provided for herein. If the Corporation does not elect to purchase all of the offered Shares, the Transferee Shareholder shall so advise the Remaining Shareholders by written notice, such notice to include a statement as to how many Shares the Corporation has elected to purchase and how many Shares remain available to be purchased by the Remaining Shareholders. The Remaining Shareholders shall have the option, exercisable within thirty, (30) days after receipt of the notice to elect to purchase all or any portion of the remaining Shares covered in the notice at the purchase price and on the conditions provided for herein. In the event there is more than one Remaining Shareholder, each shall be entitled to purchase the Shares not purchased by the Corporation on a pro rata basis or, upon unanimous approval of all of the Remaining Shareholders, in such proportions as they mutually agree.

In the event that the Corporation, Remaining Shareholders or any combination thereof, according to the order of priority set forth above, elect to purchase all or any portion of the Shares held by the Transferee Shareholder, the Transferee Shareholder shall execute and deliver the stock certificates of the Corporation to the purchaser(s).

In the event the Corporation and Remaining Shareholders do not elect to purchase all or any portion of the Shares of the Transferee Shareholder under the terms and conditions provided for herein, the person or entity acquiring such Shares shall execute and become a party to this Agreement at closing and shall hold such Shares subject to all of the terms and conditions provided herein.

- b. Divorce. If the marital relationship of a Shareholder is terminated by the death of his spouse, divorce, or annulment and such Shareholder ("Separate Shareholder") does not succeed to his spouse's community interest in his Shares, such spouse, the executor or administrator of her estate, or the trustee of trusts created by her, as the case may be, shall be deemed to have offered

to sell, in order of priority, first to the Separate Shareholder, and second to the Corporation, and third to the Remaining Shareholders, all of the Shares held by such spouse, her estate or trust, at the applicable price set forth in Paragraph 4 hereof, and under the terms and conditions set forth in Paragraph 5 hereof.

The Separate Shareholder shall give written notice of Letters of Administration or other appropriate documents (the sufficiency of such documents to be determined by the Corporation), as the case may be, to the Secretary of the Corporation and to the Remaining Shareholders ("Marital Notice").

The Separate Shareholder shall have the option, exercisable within thirty, (30) days after the receipt of the Marital Notice, to elect to purchase all or any portion of the Shares covered in the notice at the purchase price and on the conditions provided for herein. If the Separate Shareholder does not elect to purchase all of the offered Shares, he shall so advise the Corporation and the Remaining Shareholders by written notice, such notice to include a statement as to how many Shares he has elected to purchase and how many Shares remain available to be purchased by the Corporation and the Remaining Shareholders. The Corporation and/or the Remaining Shareholders shall have the option, exercisable within thirty, (30) days after receipt of the notice, to purchase all or any portion of the remaining Shares covered in the notice at the purchase price and on the conditions provided for herein. In the event there is more than one Remaining Shareholder, each shall be entitled to purchase the Shares not purchased by the Corporation on a pro rata basis or, upon unanimous approval of all of the Remaining Shareholders, in such proportions as they mutually agree.

In the event that the Separate Shareholder, the Corporation, the Remaining Shareholders, or any combination thereof, according to the order of priority set forth above, elect to purchase all or any portion of the Shares held by such spouse, her estate or trust in accordance with the terms of this Agreement, such spouse, the executor or administrator of her estate, or the trustee of trusts created by her, as the case may be, shall execute and deliver the stock certificates of the Corporation to the purchaser(s). In the event that the Separate Shareholder, the Corporation, the Remaining Shareholders, or any combination thereof, according to the order of priority set forth above, do not elect to purchase all or any portion of such Shares under the terms and conditions provided for herein, the person or entities acquiring such Shares shall execute and become a party to this Agreement at closing and shall hold such Shares subject to all of the terms and conditions provided herein.

- c. Incapacity or Death. Upon the death of a Shareholder that is not also a Board Member, or the mental incapacitation of a Shareholder that is not also a Board Member, his spouse, the executor of his estate, the trustee of trusts created by him, or his legal guardian, as the case may be ("Shares Lacking Capacity"), shall be deemed to have offered to sell to the Corporation and the Remaining Shareholders, all of the Shares Lacking Capacity, at the applicable price set forth in Paragraph 4 hereof, and under the terms and conditions set forth in Paragraph 5 hereof.

Upon the death of any shareholder that is also a Board Member, his shares shall pass through his Last Will & Testament or intestacy, whichever is applicable.

The representative of the Shares Lacking Capacity shall give written notice

of death or incapacitation to the Secretary of the Corporation and to the Remaining Shareholders ("Capacity Notice").

The Corporation shall have the option, exercisable within thirty, (30) days after the receipt of the Capacity Notice sent by the representative of the Shares Lacking Capacity to elect to purchase all or any portion of the Shares covered in the Capacity Notice at the Purchase Price and on the conditions provided for herein. If the Corporation does not elect to purchase all of the offered Shares, the representative of the Shares Lacking Capacity shall so advise the Remaining Shareholders by written notice, such notice to include a statement as to how many Shares the Corporation has elected to purchase and how many shares remain available to be purchased by the Remaining Shareholders. The Remaining Shareholders shall have the option, exercisable within thirty, (30) days after receipt of the notice to elect to purchase all or any portion of the remaining Shares covered in the notice at the Purchase Price and on the conditions provided for herein. In the event there is more than one Remaining Shareholder, each shall be entitled to purchase the Shares not purchased by the Corporation on a pro rata basis or, upon unanimous approval of all of the Remaining Shareholders, in such proportions as they mutually agree.

In the event that the Corporation, the Remaining Shareholders, or any combination thereof, according to the priority set forth above, elect to purchase all or any portion of the offered shares in accordance with the terms of this Agreement, the representative of the Shares Lacking Capacity shall execute and deliver the stock certificates of the Corporation to the purchaser(s). In the event the Corporation, and the Remaining Shareholders do not elect to purchase all or any portion of the Shares Lacking Capacity under the terms and conditions provided for herein, the person or entity acquiring such Shares shall execute and become a party to this Agreement at closing and shall hold such Shares subject to all of the terms and conditions provided herein.

- d. Right of First Refusal. In the event a Shareholder ("Accepting Shareholder") receives and desires to accept an offer from a bona fide purchaser for the purchase of any of his Shares, such Accepting Shareholder shall give written notice of the offer to the Secretary of the Corporation and to the Remaining Shareholders. The notice must set forth the name of the proposed transferee, the price offered for the Shares and all other terms and conditions of the proposed transfer ("First Right Notice"). In the event that the price offered is not cash, then the First Right Notice shall specify the fair market value of the non-cash consideration.

The Corporation shall have the option, exercisable within thirty, (30) days after the receipt of the First Right Notice sent by the Accepting Shareholder, to elect to purchase all or any portion of the Shares covered in the First Right Notice at the same or a portion of the purchase price, as the case may be, and on the same terms and conditions as the bona fide offer. If the Corporation does not elect to purchase all of the offered Shares, the Accepting Shareholder shall so advise the Remaining Shareholders by written notice, such notice to include a statement as to how many Shares the Corporation has elected to purchase and how many Shares remain available to be purchased by the Remaining Shareholders. The Remaining Shareholders shall have the option, exercisable within thirty, (30) days after receipt of the notice to elect to purchase all or any portion of the remaining Shares covered in the notice at the same or a portion of the purchase price, as the case may be, and on the same terms and conditions of the bona fide offer. In the event there is more than one Remaining Shareholder, each shall be entitled to purchase the Shares not purchased by

the Corporation on a pro rata basis or, upon unanimous approval of all of the Remaining Shareholders, in such proportions as they mutually agree.

In the event that the Corporation, the Remaining Shareholders, or any combination thereof, according to the priority set forth above, elect to purchase all or any portion of the offered Shares in accordance with the terms of this Agreement, the Accepting Shareholder shall execute and deliver the stock certificates of the Corporation to the purchaser(s). In the event the Corporation and Remaining Shareholders do not elect to purchase all or any portion of the Shares of the Accepting Shareholder under the terms and conditions of the offer, such Accepting Shareholder shall: (1) sell the remaining offered Shares only at the price, terms and conditions offered to the Corporation and Remaining Shareholders; and (2) such sale must be executed and the Shares transferred in accordance with the terms and conditions of the offer within ninety, (90) days from the date the Remaining Shareholders elect not to exercise their option to purchase the remaining Shares. The person or entity acquiring such Shares shall execute and become a party to this Agreement at closing and shall hold such Shares subject to all of the terms and conditions provided herein. Failure to follow the above provisions shall void the sale of the Shares to the purchaser, and all future offers to purchase the Shares of a Selling Shareholder shall be governed by the terms and conditions of this Agreement.

4. Purchase Price. The price ("Purchase Price") for which Shares shall be sold and purchased shall be as follows:
  - a. Events Other than Right of First Refusal. Upon the death, mental incapacitation, or termination of the marital relationship of a Shareholder, or the attachment, sequestration, garnishment or other involuntary transfer or encumbrance of the Shares of any Shareholder, an amount equal to the book value of the Shares being sold as shown by the most recent annual financial statement of the Corporation.
  - b. Right of First Refusal. For the purpose of Paragraph 3(d) hereof, the Purchase Price shall be the cash price offered by the bona fide purchaser.
5. Method of Payment. For the purpose of Paragraph 3(a) through 3(d) hereof, the Purchase Price for the Shares shall be paid as follows:
  - a. Events Other than Right of First Refusal. Upon the death, mental incapacitation, or termination of the marital relationship of a Shareholder, or the attachment, sequestration, garnishment or other involuntary transfer or encumbrance of the Shares of any Shareholder, the Purchase Price shall be paid one hundred percent, (100%) evidenced by a Promissory Note payable in twenty, (20) equal annual payments of principal and interest at the rate of four percent, (4%) per annum; or (ii) on other terms and conditions mutually agreeable to the parties.
  - b. Right of First Refusal. For the purpose of Paragraph 3(d) hereof, the Corporation, the Remaining Shareholders or the Corporation and the Remaining Shareholders, as the case may be, shall pay the Purchase Price on the same terms and conditions as were set forth in the First Right Notice.
6. Voting.
  - a. Election of Directors. Until the termination of this Agreement or until the death or

incapacity of Wade A Threadgill, Jr. and Sharlyn Threadgill, whichever occurs first, at each annual meeting of Shareholders of the Corporation or any special meeting called for the purpose of electing directors of the Corporation, each Shareholder shall vote all of its respective Shares entitled to vote in favor of the election of the following persons as directors:

- (i) Wade A Threadgill, Jr. or a nominee selected by Wade A Threadgill, Jr.; and
- (ii) Sharlyn Threadgill or a nominee selected by Sharlyn Threadgill; and
- (iii) one or more nominees, if any, selected by Wade A Threadgill, Jr. and Sharlyn Threadgill, such that the number of directors nominated in items (i) and (ii) constitute one hundred percent (100%) of the total number of directors of the Corporation.

If any vacancy occurs on the Board of Directors of the Corporation because of death, disability, resignation, retirement or removal of a director nominated and elected in accordance herewith, the Shareholders agree to use their respective best efforts to cause any such vacancy to be filled in accordance with the allocation described above. Any vacancy that occurs shall be filled as promptly as possible upon the request of the Shareholders.

The Shareholders agree not to vote any Shares of the Corporation's capital stock held by them in favor of any amendment or repeal of any provision of the Corporation's Bylaws or Certificate of Incorporation or the adoption of new Bylaws or Certificate of Incorporation that would adversely affect the ability of Wade A Threadgill, Jr. or Sharlyn Threadgill to nominate and elect directors of the Corporation as described above.

- b. Sale of Assets. The sale, lease, exchange or other disposition of all or substantially all of the property or assets of the Corporation requires the affirmative vote of all of the Shareholders of the Corporation.
  - c. Withdrawal as General Partner. The withdrawal of the Corporation from serving as the Managing General Partner of Fuze Ventures, LP ("Partnership") requires the affirmative vote of all of the Shareholders of the Corporation.
  - d. Dissolution of the Partnership(s). The affirmative vote of all of the Shareholders of the Corporation is required in order for the Corporation, as Managing General Partner of the Partnership, to dissolve the Partnership.
  - e. Amend Partnership Agreement. The affirmative vote of all of the Shareholders of the Corporation is required in order for the Corporation, as Managing General Partner of the Partnership, to vote to amend the Agreement of Limited Partnership of the Partnership.
7. Endorsement on Stock Certificate. This certificate representing Shares subject to the provisions of this Agreement shall be endorsed as follows:

**"The shares of stock represented by this certificate are subject to a Shareholders Agreement dated as of December 23, 2011, and said shares may not be sold, transferred, assigned, hypothecated or otherwise disposed of except in accordance with the terms of such Agreement. The Shareholders Agreement may be examined at the principal place of business of the Corporation, where a copy thereof will be furnished to the holder of this Certificate, upon receipt by the Corporation of a written request."**

8. Ownership of Shares. The Shareholders shall, except as otherwise provided in this Agreement, own all of their Shares in their own right, for the benefit of their minor children, or on behalf of a charity complying with section 503(c) of the Internal Revenue Code. The Corporation may not issue Shares to any other person or entity unless such person or entity becomes a party to this Agreement. In accordance with the Transfer Under the Texas Uniform Transfers to Minors Act effective December 23, 2011, Forrest Threadgill shall hold the Shares of this Corporation as a custodian and for the benefit of Morgan Threadgill until the said person reach the age of eighteen (18) at which time the shares shall automatically be held directly by Morgan Threadgill with no action required by any party.
9. Benefit Plans. No common stock or non-callable preferred stock issued by the corporation may be owned by, held in the name of, or issued to any person or entity other than an employee of the corporation or a trust described in Section 401(a) of the Internal Revenue Code of 1986, as it may be amended from time to time.
10. Notices. Any notice required or permitted to be given hereunder shall be in writing, signed by the party giving the same, and shall be delivered or sent by mail, postage prepaid, certified mail, return receipt requested, to the party listed as Shareholder and to the address in the Corporation's Shareholder records.
11. Binding upon Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
12. Governing Law. The interpretation, application and enforcement of the terms and provisions of this Agreement shall be governed by and construed, and the relations between the parties shall be determined, in accordance with the laws of the State of Delaware, regardless of the application of any conflicts of laws rules, which would direct or refer to the laws of another jurisdiction.
13. Specific Performance. The rights and obligations of the parties hereto shall be enforceable by specific performance. The remedy of specific performance is not cumulative of all the rights and remedies at law or in equity of the parties under this Agreement and is not exclusive.
14. Termination. This Agreement shall terminate upon the occurrence of the earliest of (i) the execution of a written agreement to that effect by the Corporation and all Shareholders, (ii) the adjudication of the Corporation as a bankrupt or an insolvent by a court of competent jurisdiction, (iii) the sale of all or substantially all of the assets of the Corporation, (iv) the liquidation or dissolution of the Corporation, (v) the merger of the Corporation, other than a merger into a wholly owned subsidiary, in which the Corporation is not the surviving corporation, (vi) consolidation of the Corporation with one or more other corporations, or (vii) a public offering of the Corporation's capital stock.
15. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the Shares and no party shall be liable or bound to the other in any manner by any warranty, representation, or agreement except as specifically set forth herein.
16. Third Party Rights & Obligations. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto and their respective heirs, representatives, successors, and assigns any right, remedy, obligation, or liability under or by reason of this Agreement.
17. Amendment. This Agreement and any of the terms hereof may be amended only by an instrument in writing signed by all of the parties subject to this Agreement.



18. Gender. Whenever in this Agreement, the male gender is used it shall include the female and neuter; the female gender shall include the male; and the neuter shall include the male and female.
19. Transfer Obligations. Whenever under the terms of this Agreement the Shares of any Shareholder of the Corporation shall be purchased or otherwise acquired, such Shareholder, or his legal representative, shall execute and deliver all documents that may be reasonably necessary to accomplish the transfer of such Shares in accordance with this Agreement.
20. Contrary Provisions. If a court of competent jurisdiction determines that any restriction in a clause or provision of this Agreement is void or illegal or unenforceable, the other clauses and provisions shall remain in full force and effect and the clause or provision determined to be void or illegal or unenforceable shall be so limited that it shall remain in effect to the extent permissible by law.
21. Headings. The paragraph headings shall not be considered in interpreting the text of this contract.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the \_\_\_\_\_ day of December, 2012.

**CORPORATION:**

FUZE MANAGEMENT, INC.

\_\_\_\_\_  
By: Wade A Threadgill, Jr.  
President

Date: \_\_\_\_\_

**SHAREHOLDERS:**

\_\_\_\_\_  
Wade A Threadgill, Jr.

Date: \_\_\_\_\_

\_\_\_\_\_  
Sharlyn Threadgill

Date: \_\_\_\_\_

\_\_\_\_\_  
Forrest Threadgill

Date: \_\_\_\_\_

\_\_\_\_\_  
Forrest Threadgill as Temporary Custodian for  
Morgan Threadgill

Date: \_\_\_\_\_

\_\_\_\_\_  
Stacie Reed

Date: \_\_\_\_\_

\_\_\_\_\_  
Virginia "Ginger" Clark

Date: \_\_\_\_\_

\_\_\_\_\_  
WSFM Foundation  
By: Wade A. Threadgill, Jr.

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_                      δ  
   δ  
COUNTY OF \_\_\_\_\_                      δ

The foregoing instrument was acknowledged before me, by Wade A Threadgill, Jr. on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_                      δ  
   δ  
COUNTY OF \_\_\_\_\_                      δ

The foregoing instrument was acknowledged before me, by Sharlyn Threadgill on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_                      δ  
   δ  
COUNTY OF \_\_\_\_\_                      δ

The foregoing instrument was acknowledged before me, by Forrest Threadgill on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_                      δ  
   δ  
COUNTY OF \_\_\_\_\_                      δ

The foregoing instrument was acknowledged before me, by Forrest Threadgill as Temporary Custodian for Morgan Threadgill on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_                      δ  
   δ  
COUNTY OF \_\_\_\_\_                      δ

The foregoing instrument was acknowledged before me, by Stacie Reed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_                      δ  
   δ  
COUNTY OF \_\_\_\_\_                      δ

The foregoing instrument was acknowledged before me, by Virginia "Ginger" Clark on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_                      δ  
   δ  
COUNTY OF \_\_\_\_\_                      δ

The foregoing instrument was acknowledged before me, by Wade A Threadgill, Jr. as Board of Director of WSFM Foundation on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_