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Document Number:_________

Up to 500,000 Shares of Series AA Preferred Stock at $1.80 per Share
Total Communicator Solutions, Inc.
a Delaware corporation
$900,000

September 15, 2012

SUBSCRIPTION DOCUMENTS

THE SECURITIES REFERENCED IN THIS AGREEMENT WILL BE ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES ACT PURSUANT TO APPLICABLE EXEMPTIONS. WITHOUT SUCH REGISTRATION, SUCH SECURITIES MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED AT ANY TIME WHATSOEVER, EXCEPT UPON DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER OR THE SUBMISSION TO THE COMPANY OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO THE COMPANY TO THE EFFECT THAT ANY SUCH TRANSFER WILL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS, OR ANY RULE OR REGULATION PROMULGATED THEREUNDER.

GENERAL INFORMATION

THIS OFFERING IS FOR ACCREDITED INVESTORS ONLY.

The information contained herein is being furnished by the undersigned investor to enable Total Communicator Solutions, Inc., a Delaware corporation (the “Company”) to determine whether, under Sections 4(2) and 4(5) of the Securities Act of 1933, as amended, (the “Securities Act”), and Rule 506 of Regulation D promulgated thereunder, the undersigned investor meets the qualification and suitability requirements for an investment in Units, each comprised of 25,000 shares of Series AA Preferred Stock (the “Shares”) on the terms specified in the attached form of Subscription Agreement in a private placement offered by the Company.

The undersigned investor understands that: (i) the Company will rely upon the information contained herein for making that determination; (ii) the Units and underlying shares will not be registered under the Securities Act in reliance upon the exemption from registration provided by Sections 4(2) and 4(5) of the Securities Act and Regulation D; and (iii) purchase of the Units will be solely for the account of the undersigned investor and not for the account of any other person or with a view toward resale, assignment, fractionalization or distribution thereof.

The undersigned investor must represent to the Company that he or she has adequate means of providing for current needs and possible personal contingencies and has no need for liquidity of this investment.

Please contact Erik Bjontegard, President of the Company, at 619-277-1488 (erikb@communicatar.com) with any questions you may have concerning an investment in the Units.

SUBSCRIPTION INSTRUCTIONS

AFTER YOU HAVE HAD AN OPPORTUNITY TO OBTAIN ALL THE INFORMATION YOU REQUIRE CONCERNING THE COMPANY AND THIS OFFERING AND HAVE DECIDED TO SUBSCRIBE FOR AND PURCHASE THE SHARES, YOU MUST COMPLETE THE PURCHASER QUESTIONNAIRE AND SUBSCRIPTION AGREEMENT (THE “SUBSCRIPTION DOCUMENTS”) AND VERIFY THAT YOU ARE AN “ACCREDITED INVESTOR.”

TOTAL COMMUNICATOR SOLUTIONS, INC.

SUBSCRIPTION AGREEMENT
UNITS OFFERING OF SERIES AA PREFERRED STOCK

Total Communicator Solutions, Inc.
Attention: Erik Bjontegard, President
747 Armada Terrace
San Diego, California 92104

Gentlemen:

I. SUBSCRIPTION

Subject to the terms and conditions contained herein, the undersigned hereby offers and agrees to purchase the number of Units designated on the signature page hereof at a cost of $25,000 per Unit, with each Unit comprised of 13,888 shares of Series AA Convertible Preferred Stock ("AA Preferred Shares") of Total Communicator Solutions, Inc. ("Company") with a stated value of $1.80 per share.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, SOME OF WHICH ARE DESCRIBED IN THE SECTION HEADED "RISK FACTORS." THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT OR OF ANY OTHER INFORMATION PROVIDED TO SUBSCRIBERS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE SECURITIES OFFERED HEREBY ARE SUBJECT TO RESTRICTIONS ON TRANSFER AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, OR EXEMPTIONS THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

II. TERMS OF THE OFFERING AND DESCRIPTION OF THE COMPANY

The Company is offering up to 36 Units of AA Preferred Shares at a price of $25,000 per Unit, or $900,000 in the aggregate (the "Offering"). There is no minimum Offering amount. The Company may accept fractional Units in its sole discretion. The Company may reject any subscription, in whole or in part, in its sole and absolute discretion. The Offering of Shares will terminate on May 31, 2013, or such earlier date as the Company may determine in its sole discretion and without notice, subject to the Company's right to extend the offering until the first anniversary of the date set forth on the cover page hereof in its sole discretion.

The Company plans to provide "Contextually Intelligent Communication" solutions to enable brands to communicate directly to users and others interested in the brands on an intelligent basis. This next generation of communication platform to be developed is intended to use contextual intelligence to deliver messaging, advertising and content to the right person at the right time, while in the right location, based on past behavior, preferences, current situation and predicted actions.

The Company plans to blend the use of intelligent mobile devices with a leading cloud based Customer Relationship System to enable mobile device sensor systems to deliver and receive information and applications that are useful to the user, including the ability to facilitate e-commerce transactions through the mobile devices, download games to the mobile devices as well as to deliver information and advertisements. The Company is in its start-up phase and will need to deploy capital to integrate and develop these systems as well as to fund commercialization of these technologies once further developed. See "Risk Factors."

The pro-forma capitalization of the Company as of the date of initial acceptance of subscriptions for Units is as set forth on the Term Sheet facilitate e-commerce transactions through the mobile devices, attached hereto as Exhibit A (the "Term Sheet"). The Company is authorized to deposit subscription proceeds in a segregated account, but is not authorized to use any of the subscription proceeds until it amends its Certificate of Incorporation to incorporate the terms of the Certificate of Designations, Rights and Preferences for the Series AA Preferred Stock as set forth in the form attached hereto as Exhibit B (the "Series AA Certificate").

OFFERING AND SALE OF UNITS

The offering price of the Units has been determined unilaterally by the Company and is not the result of arm's-length negotiations. There is no minimum subscription amount on this Offering. The Company may immediately use any subscription proceeds as and when received by the Company following the filing of the Series AA Certificate. The Company may reject any subscription, in whole or in part, in its sole and absolute discretion.

III. OFFERING MATERIALS

The undersigned hereby acknowledges receipt of the following offering materials for the Shares (collectively, the "Offering Materials").

1. The Term Sheet;

2. This Subscription Agreement and attached form of Series AA Certificate; and

3. The documents set forth below that have been made available to the undersigned to review:

(a) Certificate of Incorporation of the Company, as amended to reflect the AA Preferred Shares
(b) Bylaws of the Company
(c) Minutes and written actions of the Company
(d) Unaudited Financial Statements
(e) The pro forma capitalization of the Company following the sale of all AA Preferred Shares, which may not occur

(f) Restructuring Agreement
(g) Links to license arrangements
(h) Draft Stock Option Plan
(i) Overview of MCRM Technology Features
(j) 5% Oral Commission Agreements with Courtney's Connection, Inc. and Don Howren on sales (The intent is to convert these arrangements to writing).

The undersigned acknowledges that: (i) the Offering Materials constitute the sole information and materials upon which the undersigned is relying in electing to purchase Units; and (ii) the Offering Materials may be updated from time to time by the provision of additional information by the Company.

IV. ACCREDITATION

The undersigned understands that the Shares are not being registered under the Securities Act of 1933, as amended (the "Securities Act") or the securities acts of any state (the "Laws"), and are being offered and sold in reliance upon exemptions from registration under the Securities Act and the Laws. To enable the Company to offer and sell the Units in reliance on these exemptions, each investor must be an "accredited investor" and further represents that he or she has a net worth (excluding home, home furnishings and automobiles) of at least $1,000,000. The undersigned meets one of the criteria set forth below (specifically enumerated, if initialed in any of subsections (a) through (g) below).

An "Accredited Investor" means any person who comes within any of the following categories, or who the Company reasonably believes comes within any of the following categories, at the time of sale of Shares to that person:

[ ] a. A natural person whose individual net worth, or joint net worth with the undersigned's spouse, at the time of purchase, exceeds $1,000,000 (net worth, for purposes of the Offering, excludes the value of an investor's principal residence)[1].

[ ] b. A natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year.

[ ] c. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership not formed for the specific purpose of acquiring the Shares offered with assets in excess of $5,000,000.

[ ] d. Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(13) of the Act; any investment company registered under the Investment Company Act

[1] Positive equity in the investor's primary residence is not considered in calculating "net worth." Indebtedness secured by the person's primary residence up to the estimated fair market value of the primary residence is not included as a liability in determining "net worth," except that if the amount of the indebtedness outstanding at the time of the subscription to the AA Preferred Shares of the Company exceeds the amount outstanding 60 days before that time, other than as a result of the acquisition of the primary residence, the amount of the excess is included as a liability. Also, indebtedness secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the subscription is included as a liability.

of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business

Investment Act of 1958; any plan established and maintained by a state, its political U employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

[ ] e. Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940.

[ ] f. Any manager or executive officer of the Company.

[ ] g. Any entity in which all of the equity owners are accredited investors.

PLEASE INITIAL IN THE BRACKETS TO THE LEFT OF THE STATEMENT(S) ABOVE WHICH ARE TRUE AS TO YOU OR THE ENTITY. ONE OR MORE STATEMENTS SHOULD BE INITIALED BY THOSE WISHING TO INVEST. IF NO INITIALS ARE PROVIDED BELOW, BY EXECUTION HEREOF, THE UNDERSIGNED WARRANTS THAT THE UNDERSIGNED HAS SATISFIED AT LEAST ONE OF THE TESTS SET FORTH IN (a) THROUGH (g) ABOVE. IF THE SHARES ARE BEING PURCHASED ON BEHALF OF AN INDIVIDUAL RETIREMENT ACCOUNT ("IRA"), KEOGH PLAN OR SIMILAR FIDUCIARY ACCOUNT, THE REPRESENTATIONS BELOW SHOULD BE MADE ON BEHALF OF THE BENEFICIARY OR DONOR WHO DIRECTLY OR INDIRECTLY SUPPLIES THE FUNDS FOR INVESTMENT.

V. REPRESENTATIONS AND WARRANTIES

The undersigned hereby represents, warrants, understands and agrees that:

(1) if any of the information contained in the Subscription Documents is or becomes incorrect with respect to the undersigned, the undersigned will promptly notify the Company;

(2) the undersigned is an "accredited investor" as defined in Section V above;

(3) the Units subscribed for herein will be purchased solely by and for the account of the undersigned for investment, and are not being purchased for subdivision, fractionalization, resale or distribution; the undersigned has no contract, undertaking, agreement or arrangement with any person to sell, transfer or pledge all or any part of the Units or the shares underlying the Units for which the undersigned hereby subscribes, and the undersigned has no plan or intent to enter into any such contract, undertaking or arrangement;

(4) the Company will have no obligation to recognize the ownership, beneficial or otherwise, of the Units of AA Preferred Shares by anyone but the undersigned;

(5) the Units and the AA Preferred Shares underlying the Units have not and will not be registered under the Securities Act or the securities laws of any state (the "Laws"), and must be held indefinitely unless they are subsequently registered under the Securities Act and the Laws, or exemptions from such registration are available and the undersigned may not transfer the Units or the AA Preferred Shares underlying the Units, or any interest therein, unless and until the Company shall have consented thereto (which consent may be withheld in the absolute discretion of management of the Company), provided further that the undersigned shall provide, if the Company so requires, an opinion of counsel satisfactory to the Company, that the intended disposition will not violate the Securities Act or the Laws or the rules and regulations of the Securities and Exchange Commission or of any state securities commission;

(6) the Company does not have any obligation or intention to register the Units or any of the AAA Preferred Shares underlying the Units under any federal or state securities act or law, or to file the reports to make public the information required by Rule 144 under the Securities Act;

(7) the undersigned must generally hold the Units (and the AAA Preferred Shares underlying the Units) for a minimum period of six months and may not sell, transfer, pledge or otherwise dispose of the AAA Preferred Shares, except in compliance with the Securities Act and the Laws or exemptions therefrom;

(8) the undersigned alone or with his or her Purchaser Representative (if applicable), has knowledge and experience in financial and business matters, in general and in investments in corporations in particular;

(9) the undersigned has participated in other privately placed investments and/or he or she has the capacity to protect his or her own interest in investments like the subject investment and that he or she is capable of evaluating the merits, risks and other facets of the subject investment;

(10) the undersigned's financial condition is such that he or she has no need for liquidity with respect to an investment in the Units;

(11) the undersigned is able to bear the economic risk of the investment in the Units for an indefinite period of time, including the risk of losing all of his or her investment, and the loss of his or her entire investment in the Units would not materially adversely affect the standard of living of the undersigned and his or her family;

(12) the undersigned has either secured independent tax advice with respect to an investment in the Units, upon which he or she, alone or with his or her Purchaser Representative (if applicable), is relying, or he or she is sufficiently familiar with the income taxation of corporations that he or she deemed such independent advice to be unnecessary;

(13) the undersigned, either alone or with the assistance of his or her purchaser representative (as that term is defined under Rule 501(h) of Regulation D), if any, has had an opportunity to ask questions of and receive answers from duly designated representatives of the Company concerning the terms and conditions of the Offering and the Company generally and has been afforded an opportunity to examine those documents and other information which the undersigned or his or her representative, if any, has requested for the purpose of evaluating an

investment in the Units and for the purpose of answering any questions the undersigned or his or her representative, if any, may have concerning the business and affairs of the Company;

(14) in evaluating the suitability of an investment by the undersigned in the Company, the undersigned has relied solely upon the materials made available to the undersigned at the undersigned's request and independent investigations made by the undersigned in making the decision to purchase the Units subscribed for herein, and acknowledges that no representations or warranties (oral or written), have been made to the undersigned with respect thereto;

(15) the undersigned was not induced to invest by any form of general solicitation or general advertising including, but not limited to: (a) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over the television or radio; (b) any seminar or meeting whose attendees had been invited by any general solicitation or general advertising;

(16) the undersigned is aware of the fact that (a) the Company is a development stage company with a limited operating history and (b) investment in the Units is very speculative and involves a high degree of risk of loss of the entire investment;

(17) no federal or state agency has reviewed or passed upon the adequacy of the offering, made any finding or determination as to the fairness for investment, or any recommendation or endorsement of the Units as an investment;

(18) all information provided by the undersigned is true and accurate as of the date set forth on the subscription page hereof, and if there should be any change in such information prior to the acceptance of his, her or its subscription for the Units that he, she or it is purchasing, the undersigned will immediately provide such information to the Company.

VI. INDEMNIFICATION AND ADDITIONAL CONTRACTUAL UNDERTAKINGS OF THE COMPANY.

The undersigned hereby agrees to indemnify each of the Company and its shareholders, directors, officers, employees and agents and to hold each of them harmless against any and all loss, damage, liability or expense, including reasonable attorneys' fees, which they or any of them may suffer, sustain or incur by reason of or in connection with any misrepresentation or breach of warranty or agreement made by the undersigned.

The principal executive officer of the Company is Bernt Erik Bjontegard. The Company will have the right to establish a stock option pool in accordance with the terms of the section of the Term Sheet entitled "Stock Option Pool," the terms of which are incorporated by reference herein and made a part hereof. Mr. Bjontegard has been accruing compensation based upon a current salary of $15,000 per month ($2,500 of which is accruing), $1200 per month for medical and $600 per month for auto expense from the date of formation of the Company and shall also be entitled to reimbursement for all out of pocket expenses incurred on behalf of the Company. Mr. Bjontegard is the sole director and executive officer of the Company as of the date of the Term Sheet.

VII. ACCEPTANCE AND REVOCATION

The undersigned understands and agrees that this subscription may be accepted or rejected by the Company, in whole or in part, in its sole and absolute discretion, and if accepted, the Units purchased pursuant hereto will be issued only in the name of the undersigned. The undersigned hereby acknowledges and agrees that the undersigned may not cancel, revoke or withdraw this Subscription Agreement, and that this Subscription Agreement and the documents submitted herewith shall survive (a) changes in the transactions, documents and instruments provided to or explained to the undersigned that are not material and (b) the death or disability of the undersigned.

VIII. RISK FACTORS

An investment in our AA Preferred Shares involves various risks and uncertainties. You should carefully consider the following risk factors in conjunction with the other information contained in this Subscription Agreement and in the other disclosure documents before purchasing our AA Preferred Shares. The risks discussed in below can adversely affect our business, operating results, prospects and financial condition. These risks could cause the value of our shares to decline and could cause you to lose all or part of your investment. The risks and uncertainties described below are not the only ones we face but do represent those risks and uncertainties that we believe are material to our business, operating results, prospects and financial condition. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also harm our business. The order in which the risks are set forth is not indicative of the importance of the risks. Finally, we note that there may be other risks that are peculiar to your own individual circumstances. We urge you to consult with your own legal, financial and tax advisor prior to making an investment decision.

Risk Factors Relating to Operation of the Company

We have no operating history, which may make it difficult to evaluate our business and prospects.

The Company is a development stage entity with no operating history. The Company has nominal cash as of the date of commencement of this Offering. The revenue and income potential of the Company's business and market is unproven. The Company's limited operating history makes an evaluation of the Company and its prospects difficult and highly speculative. There can be no assurances that: (a) the Company will be able to develop products on a timely and cost effective basis; (b) the Company will be able to generate an increase in revenues; (c) the Company will have adequate financing or resources to supply orders when received or to provide adequate information and back-up services to fulfill its obligations under license agreements; (d) the Company may maintain adequate product margins on its sales; (e) the Company can raise sufficient capital to support operations by attaining profitability; or (f) the Company can satisfy future liabilities.

The Company's recent financial restructuring has left the Company weak and vulnerable.

The Company has just completed a financial restructuring pursuant to which there was a substantial redemption of the shares of Common Stock of the Company for nominal consideration from four stockholders of the Company who had been active with its affairs, as well as reimbursement of $12,500 of expenses, plus delivery of notes of slightly less than $25,000 to certain of them in the aggregate, and one to counsel of slightly less than $30,000, both payable on funding of $150,000 or more of fresh capital to the Company. Copies of the restructuring agreement are available for review upon request.

The Company currently is experiencing Negative Cash Flow.

The Company currently does not have any revenue from business operations. The Company intends to increase expenditures in order to develop its business and, as a result, expects to continue to incur losses. There can be no assurance that the Company will achieve significant revenues or profitability. There can be no assurance that the Company will be able to raise additional capital on acceptable terms and conditions, if at all. In the event the Company does achieve rapid sales growth and raise additional capital to fund its current liabilities and burn rate, there is a risk that the Company could fail. There can be no assurances that the Company will be able to retain or attract qualified personnel if it is not able to get to profitability in the foreseeable future.

Management may not direct the proceeds from this Offering in the most effective manner.

The Company, subject to raising sufficient funds from this offering, intends to use the net proceeds of this Offering for several purposes including (a) for general corporate purposes, including but not limited to, compensation of current management, (b) to hire additional personnel to oversee the development of software to enable the Company to integrate with existing technology in the augmented reality and contextual awareness areas, and (c) to fund business development efforts with certain identified national brand owners that have expressed a preliminary interest in the vision of the Company. Accordingly, management of the Company will have substantial discretion in applying the net proceeds to be received by the Company. There can be no assurance that the Company will utilize the net proceeds in a manner that enhances stockholder value. The ability of the Company to implement its business plan will be adversely affected if the Company is unable to raise the current round of financing and additional rounds of financing, the terms of which have not been set.

The Company's Operations are subject to Licensing and Technology Risks.

The Company anticipates that it will need to enter into a license agreement with a major owner of technology in the augmented reality and contextual awareness space (the "Principal License Agreement"). Such technology and the Company's technology are under development and there can be no assurances that a fully functional, commercially viable platform can be established. In addition, the terms of any Principal License Agreement would be subject to negotiation, and there can be no assurance that the scope and cost of any such agreement, if entered into, would be financially viable for the Company. Should it be unable to enter into the Principal License Agreement with a provider of necessary technology, the Company may be unable to accomplish its business objectives, which in large part contemplate that technology will be licensed to the Company. It is likely that the Principal License Agreement, if entered into, would be a non-exclusive agreement. While this may provide the Company with "first mover" advantage from a timing standpoint if the Company becomes the first such licensee for such technology, there can be no assurances that the Company will have sufficient resources to take advantage of such a situation, or that the technology or the market will be sufficiently developed to make commercialization practical on a profitable level. Other licensees of such technology, or the licensor itself, may become the market leaders in the areas of interest for the Company, to the detriment of the Company.

The augmented reality market is a rapidly evolving market, where much of the source code underlying this market is "open source" software, so that there is no meaningful barrier to entry to players in this market, and in point of fact, there are presently numerous companies active in the augmented reality market place. In addition, due to the early stage of the augmented reality market, it is likely that over time several key competitors will emerge, which likely will be better funded than the Company, and the market place may have difficulties in differentiating between the quality and scope of the competitors' offerings. Certain of the Company's product or service offerings may draw primarily on publicly available technology in the augmented reality market place, which may be less protectable than work in the contextual awareness area.

The Company will need integrate its core technology (contemplated to come from the Principal License Agreement) with a customer relationship management system, in order to make the overall technology usable by prospective customers. While the Company believes it has identified the "best in class" developers in this area, it is presently uncertain as to how this software development will evolve and how much of such development will be generated internally by the Company for its own account versus being licensed to the Company by third parties. It is also difficult to predict the time and cost that will be needed to develop such customized software. To the extent that it does become proprietary to the Company, there will be associated risks of maintaining its confidentiality and preventing the unauthorized use of the same or of the technology embodied in it. To the extent the Company receives patent protection, there will be associated risks of enforcing the Company's patents.

The Company anticipates that much of its revenues will be generated by the licensing of its technology. If the Company is successful in developing technology and in entering into licensing agreements, in order to maximize revenues, the Company must take the proper steps to ensure that licensees comply with licensing agreements , including the payment of royalties in full when due and that licensees limit the production of products incorporating the licensed technology to those products that are sold pursuant to the license agreements. In the event of a default by a licensee of its obligations under any license agreement, the Company may not be aware of such default or may lack the resources to enforce its rights, and accordingly, its revenues may be adversely affected.

The Company will be subject to risk associated with the development of new products.

The Company's business objectives contemplate ongoing development of new processes, products, services and applications. There can be no assurance that the Company will have sufficient funds available to fund any of these projects or that the projects will be completed on time or within budget. It is likely that certain, if not many, of the aspects of the business objectives will not proceed as contemplated.

The Company will be subject to the risk of litigation.

The Company may be subject to litigation from time to time in the course of its business operations. Litigation can be both expensive and time consuming. Any litigation at this stage of the Company's development could result in the demise of the Company or have a material adverse impact on the Company because of the costs involved. Even if the Company were in a position to afford to litigate a dispute, litigation, by its nature, is uncertain and should the Company experience an outcome adverse to the Company, whether through a settlement or an adverse verdict, this could have a material adverse impact upon the Company's operations or its overall fortunes. **See** "*The Company's future success will be dependent on Intellectual Property and Other Proprietary Rights*,**" below**.

If the Company were to develop products, there is no assurance that they would be accepted in the marketplace.

No assurance can be provided that if and when the Company were to develop processes, products and services, that those will prove to be accepted by potential customers. Technological change over time could cause products and processes incorporating the Company's technology to become obsolete or to result in new developments that are much more cost effective than products, processes or applications offered by or licensed with technology developed by the Company. In addition, the Company will have to develop a sales staff, which could cost significant sums of money.

The President of the Company could be subject to litigation over a previous employment agreement.

The President of the Company was previously employed as President of BigPlayAR, Inc. (the "Prior Employer") pursuant to an employment agreement that contained restrictions on competition, solicitation and use of proprietary information of the Prior Employer. The President resigned from the Prior Employer in February, 2012. The President believes that the employment agreement is unenforceable for numerous reasons, including breach by the Prior Employer and issues that led to the original execution of the employment agreement. Notwithstanding the foregoing, there is a risk that the Prior Employer will seek to enforce the employment agreement and seek to enjoin the President from engaging in the business of the Company and/or seek to obtain monetary damages. While the President believes that the Company and he would prevail in any such action, there can be no assurances as to the outcome of any matter should it be the subject of litigation. Should any such action be brought and should the Company and the President not prevail in any such action in whole or part, this could have a material adverse impact on the Company, including losing the services of the President. In addition, even should the Company prevail in any such action, it could adversely impact the ability of the Company to conduct business pending the outcome of such litigation and could have a deleterious effect on the financial affairs of the Company, including the significant legal fees and costs associated with any contested litigation matter.

The President of the Company experienced a personal bankruptcy more than ten years ago.

Erik Bjontegard was involved in an import/export business that Mr. Bjontegard believes was adversely impacted by the events of September 11, 2001. As a result, he filed for personal bankruptcy in connection with that business more than ten years ago.

If the Company were to experience growth, it may not be able to effectively manage that growth

The Company is hopeful that it will experience growth as a result of its efforts. Given the limited resources of the Company presently and the limited capital that will be available to the Company in the foreseeable future, any significant growth would place a significant strain on the Company's managerial, operational, technical and financial resources. The Company expects operating expenses and staffing levels to increase substantially in the future as the Company expands. To manage its growth, the Company must expand its operational and technical capabilities, hire, increase, train and manage its employee base and manage multiple relationships as it develops a customer base. There can be no assurance that the Company will be able to manage its expanding operations effectively. Any failure of the Company to implement effective management and operating systems, add resources on a cost-effective basis or effectively manage the Company's expansion, if any, could have a material adverse effect on the Company's business, results of operations or financial condition.

The Company's future success will be dependent on Intellectual Property and Other Proprietary Rights.

The Company's success and ability to compete are dependent upon its ability to develop technology in the augmented reality and contextual awareness fields and integrate proprietary systems and technology. The Company will attempt to develop certain intellectual property of its own, but cannot assure that it will be able to obtain exclusive rights in trade secrets, patents, trademark registrations and copyright registations.. At this time, the Company is unsure of what types of intellectual property might be developed. The cost of developing, applying for and obtaining such enforceable rights is expensive. Even after such enforceable rights are obtained, there are significant costs for maintaining and enforcing them. The Company may lack the resources to put in place exclusive protection and enforcement efforts. Also, Certain of the Company's product or service offerings may draw primarily on publicly available technology in the augmented reality market place, which may be less protectable than work in the contextual awareness area.

There are numerous patents and patent applications in the augmented reality and the contextual awareness space. A recent phenomenon has been the upsurge in patent litigation, not only by existing patent holders in the business of selling products and services incorporating their patents, but also by existing patent holders in the business of maximizing revenue through the establishment of an aggressive licensing program, even if they do not commercialize the patents themselves. It is possible that as the Company begins to use license third party technology and/or develop its own technology, that one or more third party patent holders will claim that these uses infringe upon their existing patents, which could force the Company to litigate with the patent holders and/or agree to pay up front and/or ongoing royalties to the existing patent holders either to avoid litigation, settle litigation or as the result of an unsuccessful defense of such litigation. Any of such events could have a material adverse effect on the Company. Although the Company is not presently aware that any of its contemplated processes, products, applications or services would infringe on the exclusive rights of others (except where the Company plans to license such technology on a consensual basis), it has not conducted a comprehensive review of the marketplace to determine the extent that the Company's activities would infringe the rights of others.

There can be no assurance that if challenged, a Company patent application, if developed and filed, will be determined to be valid, that the Company will have the financial resources to enforce its exclusive rights or that competitors will not develop technology which circumvents such exclusive rights.

Once a patent expires, or, in some instances, once a trade secret becomes public knowledge through misappropriation or otherwise, the Company will have challenges in preventing others from utilizing the technology embodied in the patent(s) and/or the trade secret(s).

Despite the Company's efforts to protect its exclusive rights, unauthorized parties may attempt to copy aspects of the Company's technology or to obtain and use information that the Company regards as proprietary and exclusive. While software related patents have been held to be enforceable in certain instances, it is also not uncommon for competitors to vary the code or functionality somewhat from an existing patent or the copyright in an existing work, and develop a comparable product or service that is not infringing. Policing unauthorized use of the Company's proprietary and exclusive rights is difficult and costly. In addition, litigation may be necessary in the future to enforce or protect the Company's intellectual property rights or to defend against claims of infringement, invalidity or unenforceability. Misappropriation and/or infringement of the Company's intellectual property rights or a threat of litigation could have a material adverse effect on the Company's business.

The technology area is subject to rapid change, and there are risks associated with new products and services

Software driven products are characterized by rapidly changing technology. The Company's products, if and when developed, may require continual improvement in order to satisfy the demand by the Company's customers for new features and capabilities. The Company's future success will depend upon its ability to introduce products and services and to add new features and enhancements that keep pace with technological and market developments. The development of new services and products and the enhancement of existing services and products entail significant technical risks. There can be no assurance that the Company will be successful in (i) developing, maintaining and improving a suite of products; (ii) effectively using new technologies; (iii) adapting its services and products to emerging industry standards; or (iv) developing, introducing and marketing service and product enhancements or new services and products. Furthermore there can be no assurance that the Company will not experience difficulties that could delay or prevent the successful development, introduction or marketing of these services and products, or that its new service and product enhancements will adequately satisfy the requirements of the marketplace and achieve market acceptance. If the Company is unable, for technical or other reasons, to develop and introduce new services and products or enhancements of existing services and products in a timely manner in response to changing market conditions or customer requirements, or if new services and products do not achieve market acceptance, the Company's business, results of operations or financial condition could be materially and adversely affected.

The growth of the Company could be adversely impacted by the economic environment..

The Company believes that a modest economic recovery or further downturn could negatively impact the growth of the Company in several ways. First, investor confidence has been adversely affected due to the economic uncertainty that the country is facing. While the worst of the financial crisis appears to have passed, the credit markets remain either less available to potential borrowers or available on terms that are not friendly to borrowers, including higher interest rates and fees and stricter covenants and other terms.

The general economic slowdown has adversely affected the nation as a whole. Economic weakness combined with higher costs, especially for energy, food and commodities, has put considerable pressure on consumer spending, which, along with the lack of available debt, has resulted in many U.S. companies experiencing slower growth than in prior periods.

The following market and economic challenges may adversely affect our business or operating results:

- poor economic times may make it difficult for customers to meet their respective obligations; and
- slow demand for our products, if and when developed, may require reduced the Company to accept lower fees.

A continuing environment of declining or slow sales could further weaken the market for new and innovative products.

The Company will be dependent on current and future employees.

The Company's success depends in material part upon the continued service of its President. The Company does not presently maintain any key man life insurance policies. The loss of the services of the President could have a material adverse effect on the Company. Further, the Company's ability to carry out its business objectives depends, in part, upon its ability to hire and retain skilled executive, development, sales and managerial personnel. The market for qualified individuals has historically been, and the Company expects that it will continue to be, intensely competitive. The inability to recruit and retain qualified employees could have a material adverse effect on the Company's business, results of operations and financial condition.

The Company will operate in a highly competitive industry.

The Company will compete with many other companies that implement augmented reality and contextual awareness solutions. Many of those companies are larger, more experienced and better funded than the Company. The augmented reality market is a rapidly evolving market, where much of the source code underlying this market is "open source" software, so that there is no meaningful barrier to entry to players in this market, and there are presently numerous companies active in the augmented reality marketplace. In addition, due to the early stage of the augmented reality market, it is likely that, over time, several key competitors will emerge, which likely will be better funded than the Company, and the marketplace may have difficulties in differentiating between the quality and scope of the competitors' offerings, or the competitor's products may be superior to those of the Company. The Company's competitors are larger and have substantially greater resources than the Company.

The Company may need to raise additional capital to support its operations.

The Company will need to procure additional financing over time, the amount and timing of which will depend on a number of factors including the pace of expansion of the Company's opportunities and customer base, the scope of product development to be undertaken by the Company, the need to respond to customer needs for improvement of product offerings, the services offered and development efforts, the cash flow generated by its operations, the extent of losses, if any with respect to matters identified as risk factors herein and the extent of other unanticipated areas or amounts of expenditure. The Company cannot fully predict the extent to which it will require additional financing. There can be no assurance regarding the availability or terms of additional financing the Company may be able to procure over time. New investors may require that any future debt financing or issuance of preferred equity by the Company could be senior to the rights of the holders of Units, and any future issuance of equity could result in the dilution of the then existing shareholders' proportionate equity interests in the Company.

Risks Particular to this Offering

The Company established the price for the AA Preferred Shares arbitrarily without any consideration for the actual value of the AA Preferred Shares or the Company.

The Company set the purchase price for the AA Preferred Shares arbitrarily by the Company without the benefit of arms length negotiations, and the fair market value of the Units and the AA Preferred Shares may bear no relationship to this purchase price. The net tangible book value of the Company is currently less than the Offering price for the AA Preferred Shares, and is expected to be less than book value even after completion of the Offering. No assurance is, or can be, given that the Units or underlying shares, if transferable, could be sold for the Offering price or for any amount at all. Investment in the Units is speculative and involves a high degree of risk. There is no public market for the Units or the underlying shares.

You will experience substantial dilution.

You will incur immediate and substantial dilution in the net tangible book value of the Units and AA Preferred Shares that you purchase when compared to the purchase price. As a result of your purchase of AA Preferred Shares, the tangible book value of the common stock held by the President will increase. In addition, we may to issue additional capital stock as incentives to key management, and may issue capital stock in connection with financings. The issuance of this capital stock may result in additional dilution on a book, as well as percentage ownership, basis.

No current market exists for the Units or the AA Preferred Shares, and no assurance can be provided that one will ever develop.

The Company is a private company. There is no public market for any of the Company's securities, and no such market is expected to develop in the near future. Neither the Units nor the AA Preferred Shares trade on any organized securities market. The Units (and underlying preferred stock and common stock) will be subject to restrictions on transfer and may not be transferred or resold except as permitted under the Securities Act and applicable state securities laws, pursuant to registration or qualification or exemption therefrom. The Company is not registering the Units or the AA Preferred Shares that it is selling in this Offering under the Securities Act or any state securities law. Accordingly, transfer of your Units and the AA Preferred Shares is restricted under the Securities Act and applicable state securities law. Consequently, investors' ability to liquidate their investment in the Company on a timely basis is severely limited. Investors should be prepared to hold their Units and underlying shares indefinitely. The Company does not intend to register in the near future any securities of the Company under either the Securities Act or the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), or otherwise take any actions to promote a market in the securities of the Company. We cannot assure you that any public or private market for the Securities of the Company will ever exist.

The Company cannot assure you that the Offering of the Units without registration under the Securities Act or applicable state securities laws, or that the manner in which the Company sells the Units complies with the requirements of such laws.

This Offering has not been registered under the Securities Act or any state securities laws in reliance on one or more exemptions from registration under the Securities Act and applicable state securities saws. Although we have made reasonable efforts to structure this Offering so that it will not be in violation of the Securities Act and applicable state securities laws, we can provide you with any assurance that this Offering presently qualifies or will continue to qualify under such exemptions, due to, among other items, the adequacy and accuracy of disclosure provided to prospective subscribers, the manner of distribution of the Offering, the conduct and timing of similar offerings by the Company in the future, or the change of any securities laws or regulations. If, and to the extent, that any purchasers of Units should sue us to rescind their purchase of Units and prevail based on the Company's failure to register the Units under the Securities Act or applicable state securities laws, or for acts or omissions constituting certain prohibited practices under federal and state securities laws, both the capital and assets of the Company could be adversely affected thus jeopardizing the ability of the Company to operate successfully. Further, management time and capital funds could be expended in defending any such action by investors or by federal or state authorities even where the Company ultimately prevails.

In addition, in some jurisdictions, including the States of Florida and California, the sale of securities through an agent that should be registered as a broker may result in rescission of the sale plus interest on the purchase price and payment of attorneys' fees. Although the Company does not presently intend to conduct any sales of Units except through officers and employees of the Company who are not compensated for their sale services or through agents who are registered brokers under the Exchange Act and applicable state securities laws, the Company cannot assure you that the manner of sale of Units will not be deemed a sale through an unregistered broker and thus subject to rescission and other adverse consequences to the Company.

The Company is not providing you with any advice on any federal or state laws or regulations that may apply to a purchase of Units.

The Company will not provide any legal or other advice concerning the appropriateness or consequences of subscribing for Units by any particular investor. Prior to subscribing for Units, you should consult with your own legal advisors concerning any federal or state laws or regulations applicable to you that may apply to a purchase of Units.

No federal or state agency has reviewed the Offering documents.

Since the Offering is a non-public offering, and, as such, is not registered under federal or state securities laws, prospective investors will not have the benefit of review by the Securities and Exchange Commission or any state securities commission.

The Company intends to provide indemnification to its officers and directors.

The Company intends to indemnify its officers and directors to the fullest extent permissible under the law. Under most circumstances, the Company's officers and directors may not be held liable to the Company or its equity owners for errors in judgment or other acts or omissions in the conduct of the Company's business unless such errors in judgment, acts or omissions constitute fraud, gross negligence or malfeasance.

Federal Income Tax Risks should be considered prior to an investment in the Company.

Investors are urged to consult with and rely upon their personal tax advisors in evaluating the tax aspects of an investment in the Company.

The Disclosure Documents and other documents provided in connection with the Offering contain forward-looking statements.

The Disclosure Documents and other documents provided in connection with the Offering contain certain forward-looking statements that involve risks and uncertainties, such as statements of our plans, objectives, expectations and intentions. When the Company uses the words “expect”, “anticipate,” “intend,” “hope,” “plan” and similar expressions, the Company is using forward-looking statements. You should be aware that forward-looking statements involve a high degree of risk and uncertainty. The Company has only a limited operating history. The Company’s ability to implement its business objectives is based upon a number of assumptions, which include the assumption that the Company will not be subject in any material way to any of the risks discussed in these Risk Factors. That assumption may not be accurate.

IX. POWER OF ATTORNEY

Description

The undersigned (and each of them, if more than one) hereby gives Bernt Erik Bjontegard, and each other executive officer of the Company, and their respective designees (each, an “Attorney”) the power of attorney contained in this Article X and constitutes and appoints with full power of substitution and resubstitution, as his, its or their attorney-in-fact with full power and authority to act in his, its or their name on his, its or their behalf with respect to the completion and/or correction, in a manner consistent with the Subscription Documents executed and delivered by the undersigned and with respect to the execution, acknowledgment, swearing to and filing of the following documents:

(a) Such other lock up agreements that any of the undersigned’s Attorneys deem is necessary and proper to enable consummation of a New Offering, containing such terms and conditions as any of the undersigned’s Attorneys deem necessary and proper, provided they are agreed to by the holders of a majority of the issued and outstanding Series AA Preferred;

(b) Any documents which may be required in connection with any filings with state securities commissions or other state authorities; and

(c) Such subscription agreement and other documents, if any, necessary in order for the undersigned subscriber to convert the Units into the “Conversion Securities,” as hereinafter defined, including but not limited to any shareholder agreements or other agreements regarding the same.

Characteristics of Power of Attorney

The power of attorney hereby granted by the undersigned to each Attorney:

(a) is a special power of attorney coupled with an interest which is irrevocable and shall survive the death or incapacity of the undersigned;

(b) may be exercised by the aforesaid attorney either by signing separately as attorney in fact for the undersigned, or, after listing all of the Units subscribers of the Company executing any instrument or all of the stockholders of the Company acquiring shares of the Company as a result of the Offering, by signature of said attorney acting as attorney-in-fact for all of them; and

(c) shall survive the delivery of an assignment by the undersigned of the whole or any portion of his, its or her Units or any of the underlying shares.

X. CONFIDENTIALITY AGREEMENT

The undersigned acknowledges that the Offering Materials and any other materials or oral information regarding the products, services, technology, operations or finances of the Company provided by the Company to the undersigned (collectively, the "Company Information") are of a confidential nature. The undersigned agrees to not disseminate any of the Company Information or to disclose the contents thereof, except to the financial advisers of the undersigned (provided such advisers agree to enter into a confidentiality agreement in form and substance satisfactory to the Company). The foregoing shall not apply to any Company Information which:

(i) becomes generally available to the public other than as a result of a disclosure by the undersigned or by anyone receiving such information from the undersigned;

(ii) becomes available to the undersigned on a non-confidential basis from a source other than the Company, one of its affiliates or representatives, which source is entitled to disclose such Company Information; or

(iii) was demonstrably known to the undersigned on a non-confidential basis prior to disclosure to the undersigned.

XI – REDEMPTION OF AA PREFERRED SHARES

General Limitation Under Delaware Law. Not withstanding anything to the contrary in this Agreement or the Certificate of Incorporation, the Corporation may redeem AA Preferred Shares only to the extent permitted under the Delaware General Corporation Law ("DGCL"), including that:

(a) the Corporation may redeem shares only out of surplus (as defined under the DGCL), or if no surplus exists, only out of net profits for the current or preceding fiscal year; and

(b) the Corporation may not redeem shares if the redemption would impair the capital of the Corporation.

Any redemption that would violate the DGCL shall be deferred and completed as soon as legally permitted, as described herein.

(c) Optional Redemption by the Corporation. Beginning on the 5th anniversary of the original issuance date of the AA Preferred Shares, the Corporation may, at its option, redeem all or any portion of the outstanding AA Preferred Shares by providing not less than 30 days' prior written notice to the holders, specifying the number of shares to be redeemed and the proposed redemption date. Redemption shall occur at the AA Redemption Price defined herein.

(d) Optional Redemption at the Election of Holders. At any time on or after the 5th anniversary of the original issuance of the AA Preferred Shares, the holders of a majority of the then-outstanding AA Preferred Shares, voting as a separate class, may require the Corporation to redeem all (but not less than all) of the outstanding AA Preferred Shares by delivering a Holder Redemption Notice specifying the desired redemption date, which shall be no earlier than 30 days and no later than 90 days after such notice, subject to provisions herein.

(e) Mandatory Redemption Events. Unless waived in writing by the holders of a majority of the outstanding AA Preferred Shares, each of the following shall constitute a Mandatory Redemption Event requiring the Corporation to redeem all outstanding AA Preferred Shares:

- the consummation of a Change of Control (as defined in Section []);
- a Liquidation Event in which the Corporation does not have sufficient proceeds to pay the full liquidation preference;
- a material breach by the Corporation of any obligation to AA Preferred holders that remains uncured for **thirty (30) days** after written notice.

The "Mandatory Redemption Date" shall be the later of: (i) the date of the Mandatory Redemption Event; or, (ii) the first date on which the Corporation is legally permitted to effect such redemption under the DGCL.

(f) The "AA Redemption Price" for each AA Preferred Share shall equal:

1. the Original Issue Price of such AA Preferred Share (being $1.80 per share, the par value), plus
2. all accrued but unpaid dividends on such share as of the applicable redemption date, plus
3. all declared but unpaid dividends.

The AA Redemption Price shall be paid in cash unless the holder consents in writing to another form of consideration.

(g) Mechanics of Redemption.

1. Surrender of Shares. On or before the redemption date, each holder shall deliver the certificates (or appropriate electronic transfer instructions) for the shares to be redeemed.
2. Payment. Upon receipt of such certificates or transfer instructions, the

Corporation shall pay the AA Redemption Price for each redeemed share.

3. Effectiveness. Upon payment of the AA Redemption Price, the redeemed shares shall be canceled, shall no longer be outstanding, and shall revert to the status of authorized but unissued shares.

(h) Deferred Redemptions Due to DGCL Limitations. If the Corporation is unable to redeem all AA Preferred Shares required to be redeemed on any redemption date due to limitations under the DGCL:

1. the Corporation shall redeem the maximum number of AA Preferred Shares that it may lawfully redeem on such date;

2. the remaining unredeemed AA Preferred Shares shall remain outstanding and continue to accrue dividends; and

3. the Corporation shall redeem all remaining unredeemed AA Preferred Shares as soon as the Corporation has legally available funds, without the need for further action by the holders.

Any partial redemption among multiple holders shall occur pro rata based on the number o AA Preferred Shares held by each holder.

(i) No Redemption of Common or Other Shares Prior to AA Preferred. Until the AA Preferred Shares have been redeemed in full, the Corporation shall not redeem, purchase, or otherwise acquire any Common Shares or any other equity securities ranking junior to the AA Preferred Shares as to redemption or liquidation, except as required under employment-related repurchase rights or as approved by the holders of a majority of the AA Preferred Shares.

XII. MISCELLANEOUS

The undersigned hereby intends that the undersigned's signature hereon shall constitute a subscription to the Company for the Units specified on the signature page of this Subscription Agreement.

Any notice required hereunder shall be deemed delivered, either one business day after sent by Federal Express or other bonded overnight courier (overnight delivery or same day delivery) or 3 business days after sent via U. S. certified or registered mail, postage prepaid and in writing, addressed to the party entitled to notice at the last known address on the books and records of the Company if to a shareholder, or to the Company at its central business address if sent to the Company.

This Subscription Agreement, and the representations, warranties and agreements contained herein shall be binding upon the heirs, executors, administrators and other successors of the undersigned. If there is more than one signatory hereto, the representations, warranties and agreements of the undersigned are made jointly and severally. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

The undersigned understands that this Subscription Agreement is not binding upon the Company until accepted in writing by an authorized representative of the Company. The undersigned also understands that the subscription funds will not otherwise be returned to the undersigned if this subscription is accepted.

The undersigned agrees not to transfer or assign this Agreement, or any of the undersigned's interest herein.

The Subscription Documents constitute the entire agreement among the parties hereto with respect to the subject matter hereof and may be amended only by a written execution of all parties. Any dispute with respect to the subject matter of this Agreement shall be litigated in the state or federal courts situated in San Diego, California, to which jurisdiction and venue all parties commit, and each party hereto waives his or its rights to trial by jury in connection with any such proceedings.

If payment is by wire, please forward payment as follows:

Federal Routing Number: 122244139

Bank Name: The Private Bank of California

Bank Address: 10100 Santa Monica Boulevard – Suite 2500, Los Angeles, CA 90067

For Credit to: Total Communicator Solutions, Inc. c/o Erik Bjonetgard,

10866 Wilshire Blvd., Floor 10, Los Angeles, CA 90024

Account Number: 01-10251