SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report: August 4, 2011
(Date of earliest event reported)

PMX Communities, Inc.
(Exact name of registrant as specified in its charter)

<TABLE>

<s>	<c>	<c>
Nevada	333-161699	80-0433114
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

</TABLE>

7777 Glades Road, Suite 100
Boca Raton, FL 33434
(Address of principal executive offices (zip code)

561-245-4605
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

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

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

Item 1.01 Entry into a Material Definitive Agreement

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On August 5, 2011, the registrant and PMX Gold, LLC, a Florida limited liability company entered into a development agreement with Gold Deposit Technologies, Inc. to assist in the development and implementation of the registrant's proprietary PMX Gold ATM Terminal and associated gold bullion based financial services business plan. The plan includes the structuring and marketing of precious metals accounts for the use of its clients with potential accessibility via the internet, the PMX Gold ATM Terminals and co-branded debit cards to be issued by the registrant.

Joint Ownership of Intellectual Property Rights

The parties agree that that any intellectual property, including but not limited to business plans, trade secrets, proprietary know how, devices, methods, mechanisms, etc., that may be developed in accordance with the terms and conditions of this Agreement will be jointly owned by the registrant and GDT.

Additionally, the registrant will pay for any patent application fees to protect the joint ownership of any intellectual property contributed to or developed in connection with the project by either party, including but not limited to the business plans, methods and information outlined in the provisional patent.

The registrant's share of the intellectual property rights will not be assigned, vested, transferred and/or awarded to the registrant or PMXG until the registrant contributes and/or tenders to GDT the lesser of $800,000 in direct funds for the development of the detailed prototype manufacturing specifications and the initial prototype manufacture and gold ATM /network software development functional and capable to be integrated into the accounts or an amount which of funding which results in a these tasks being accomplished. Additionally, the registrant must remain current with funds owed GDT to retain ownership of any intellectual property rights as described herein.

Compensation Due GDT

During years one and two, the registrant will pay GDT a base monthly fee of $20,000. For years three to five, the registrant will pay GDT a base monthly fee of $25,000. Commencing in year six of the development agreement, the parties will reasonably agree on the monthly compensation to GDT based upon GDT's performance, work product and time expended.

Pursuant to the development agreement, the registrant will issue 3,000,000 common shares to be registered with the Securities and Exchange Commission. Additionally, within 90 days of the conclusion of fiscal year 2011 and 2012, GDT shall receive additional common shares equal to 3.5% of the issued and outstanding common shares of the registrant. Thereafter the parties shall reasonably agree on the annual equity based compensation due GDT based on its performance, work

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product, time expended and contributions to the company.

Additionally, within 60 days of the conclusion of each fiscal year, the registrant shall pay to GDT an amount equal to the sum of $25.00 per customer account maintained by PMXG, $2,000 per Gold ATM Portal which PMXG operates and $500.00 per conventional ATM which PMXG operates.

During the first year of this agreement, such monthly fees shall be due ands payable as cash flow of the registrant and PMXG reasonably permit.

Exclusive Use of Intellectual Property and Proprietary Information

The registrant shall be afforded rights to license the intellectual property and proprietary information developed by the parties solely as it relates to the precious metals industry to the following terms and conditions:

A. The parties agree that the registrant will be awarded a perpetual and exclusive licensing worldwide rights for any technology developed for the Project as it relates to the precious metals industry. After a period of two years, the registrant will be required to operate a minimum of fifteen portals within the United States to maintain the exclusive licensing rights to the technology. After a period of five years, the registrant will be required to operate a minimum of thirty portals within the United States to maintain the exclusive licensing rights to the technology. In the event that the registrant desires to pursue a licensing agreement or other transfer of technology

B. GDT will own the rights for the usage of the technology for any other industry not associated with precious metals but registrant will be afforded a right of first refusal for any contemplated agreement concerning the usage of the technology beyond the precious metals industry.

Additionally, at any time that registrant ceases active operations within the precious metals industry then all rights to utilize the technology, business methods and intellectual property shall revert to GDT. Additionally, the registrant may not sell, transfer, license or assign any aspect of the GDT technology without the consent of GDT which consent shall be in the sole, absolute and unfettered discretion of GDT.

Termination

The agreement is terminable by either party with or without cause following the expiration of two years. Notwithstanding the foregoing intellectual property rights listed in items A and B above:

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i) In the event that GDT terminates the agreement after the first two years, nothing herein shall limit GDT, its shareholders, consultants or associates from working within the precious metals industry or using the technology and methodology developed jointly by the parties for a competing precious metals business within the United States, including but not limited to that which is described in

attachments A and B. The registrant would be relieved of the obligation to pay GDT, and would retain the rights to use the technology and methodology on a non-exclusive basis.

ii) In the event the registrant terminates the development agreement after the first two years, the registrant and PMXG, and all affiliated entities/subsidiaries, would lose all intellectual property rights and be prohibited from working within the precious metals industry or using the technology and methodology developed jointly by the parties for a competing precious metals business within the United States, including but not limited to that which is described in attachments A and B. However, the registrant would be relieved of making any more payments to GDT.

Item 3.02 Unregistered Sales of Equity Securities

See Item 1.01 above.

The common shares were sold pursuant to an exemption from registration under Section 4(2) of the Securities Act of 1933.

Item 5.01 Changes in Control of Registrant

On August 5, 2011, Michael C. Hiler, a director and former officer, sold 33,000,000 common shares to Dickinson Capital, LLC, an entity controlled by Mark B. Goldstein, a non-affiliate, for $.00176 per common share. The source of funds were the general funds of Dickinson Capital, LLC.

There are no arrangements or understandings among members of both the former and new control groups and their associates with respect to election of directors or other matters.

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

On August 5, 2011, Michael C. Hiler, an officer and director, resigned as president and chief executive officer. As a result, the

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registrant's board of directors appointed Mark Connell as president and chief executive officer. Additionally, the registrant's board of directors appointed Alfredo Cortellini as chief technology officer. Additionally, the board of directors appointed Mark Connell and Alfredo Cortellini as directors to serve until the next shareholder meeting.

Resume of Mark Connell:
Mr. Connell founded East Coast Jet Center, Inc. in 1986 and has served as president since inception. East Coast Jet center specializes in the sale, acquisition and management of corporate jets, turboprops and helicopters.

In 1984, Mr. Connell founded East Coast Avionics, Inc. and served as its president until the business was successfully sold in 2003 so that Mr. Connell could concentrate on the business at East Coast Jet Center. During the nearly 20 years of operations, East Coast Avionics gained recognition as F.A.A. and J.A.A./J.A.R. Approved Repair Stations, a F.A.A. Approved Designated Alteration Station (3rd in existence), a U.S. Coast Guard Approved Repair Station and a U.S. Department of State Bureau of Politico-Military Affairs registrant, licensed to sell avionics equipment to foreign governments.

Mr. Connell attended various courses at Broward Community College from 1981-1982 and has completed various avionics manufacturers training courses and certifications including VHF Communication, VHF Navigation, Autopilot/Flight Director, DME, Weather Radar, Radar Altimeter, Global Positioning System, Cockpit Voice Recorder, and Flight Data Recorder.

The board believes that Mr. Connell's background and skillset as an international businessman will prove invaluable as the registrant works to develop the PMX Gold ATM and associated managed gold account business plan.

Resume of Alfredo Cortellini
In 2011, his capital investment, personal loan and contribution of his business's workforce and facilities to the registrant made possible the acquisition by the registrant of the first gold vending machine in the United States. In addition, he supervised and troubleshot the launch and test marketing operation. He was not employed or paid by the registrant at this time nor compensated for his services.

Since Mr. Cortellini's arrival in the United States in 2008, he has worked in the aviation industry and presently operates Platinum Aviation Holdings which focuses on aircraft sales, management, and flight training for Cirrus Aircraft

From 1992 until 2007, Mr. Cortellini worked for COGEFIN S.P.A. where he

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filled the role of chief of maintenance and designer of their large-scale refrigeration systems and was in charge of implementing a division-wide IT infrastructure. His experience there included documentation and writing of operations manuals, PLC programming and advanced mechanical design. During the last 10 years of his association with COGEFIN he served on the board of directors.

From 1989 until 1992, Mr. Cortellini was employed by FRIGOSUD S.P.A. in the role of chief maintenance of large cold storage facilities (2,500,000 cubic feet) mainly located in Latina, Bologna, and Venezia where he was in charge of safety procedures, personnel management and various technical aspects of the operations.

Mr. Cortellini attended University in Bologna from 1985 through 1988 where he studied electronic engineering and attended to his military duties from 1988 to 1989.

The board feels that Mr. Cortellini's varied business experience and background in electrical engineering, industrial automation, manufacturing and computer software will allow him to assist with the successful and expedited implementation of the registrant's business plan from a technical, mechanical and software perspective.

Compensatory Arrangements of Certain Officers

The board of directors approved compensation for the new officers. The terms of compensation are as follows:

Pursuant to a written employment agreement, Mark Connell, as president and chief executive officer of the registrant, is to be paid a one time stock bonus of 6,000,000 shares and a base salary of $125,000.00 per year with the possibility of a discretionary bonus, performance-based salary increases and the ability to participate in employee incentive stock option grants.

During the first year of this agreement, such fees and salary shall be due and payable as cash flow of the registrant and PMXG reasonably permit.

Pursuant to a verbal agreement, Alfredo Cortellini, as chief technical officer of the registrant, is to be paid a one time stock bonus of 2,000,000 shares and depending on the time that he is willing/able/requested to commit may also be paid either fees or a salary to be negotiated. He will also have the potential to earn a discretionary bonus, performance-based salary increases (if a salary is paid him) and the ability to participate in employee incentive stock option grants.

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During the first year of this agreement, such fees and salary shall be due and payable as cash flow of the registrant and PMXG reasonably permit.

Item 8.01 Other Items

Memo of Understanding

On August 4, 2011, the registrant entered into a memo of understanding with Capital Path Securities, LLC to act as the exclusive private placement agent and syndication manager for an equity offering of the registrant's common stock.

CPS will receive 5% of all principal amounts invested from any source other than CPS. In the event that investors are brought into the deal through other FINRA Firms, CPS will receive a 5% commission and the selling firm shall receive a 5% commission. The registrant will also issue to CPS common shares equal to 5% of the total number of common stock sold in the offering excluding the common shares underlying the warrants offered.

CPS may elect, upon approval of due diligence, to actively participate in the offering on a best efforts basis. For those investors brought into the offering by CPS, the registrant will pay to CPS 8% of the principal investing in place of the 5% payment. The 5% equity issuance shall remain the same regardless of the source of funding.

The letter of understanding will remain in effect for the term of the offering. Either party may terminate the letter of understanding at any time, if CPS has indicated to the registrant that it will not be serving as placement agent on the offering or if CPS has not commenced the fundraising within two weeks of receiving the final offering memorandum.

Stock Awards Plan

On August 5, 2011, the registrant approved a stock awards plan dated August 5, 2011 authorizing the issuance of an aggregate of 6,000,000 common shares. The stock awards plan must be approved by the registrant's shareholders within twelve months.

Effective Date and Term. The plan shall be effective upon its adoption by the board, provided that the plan has been or is approved by the stockholders of the registrant within twelve months of its adoption by the board. No further awards may be granted under the plan on or after the date which is ten years following the effective date. The plan

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shall remain in effect until all awards granted under the plan have been satisfied or expired.

Item 9.01 Financial Statements and Exhibits

Exhibit 10.1 Development Agreement dated August 5, 2011 by and between the registrant, PMX Gold, LLC and Gold Deposit technologies Inc.

Exhibit 10.2 Financing Agreement dated August 4, 2011 by and between Capital Path Securities, LLC and the registrant

Exhibit 10.3 Employment Agreement dated August 5, 2011 by and between Mark Connell and the registrant

Exhibit 10.4 PMX Communities, Inc. 2011 Stock Awards Plan

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: August 29, 2011

PMX COMMUNITIES, INC.

By: /s/Mark Connell

Name: Mark Connell
Title: Chief Executive Officer

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DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 1st day of August, 2011 (the "Effective Date") by and among PMX Communities, Inc., a Nevada corporation (hereinafter referred to as "PMX"), PMX Gold, LLC, a Florida limited liability company (hereinafter referred to as "PMXG") and Gold Deposit Technologies, Inc., a Florida corporation (hereinafter referred to as "GDT"). PMX, PMXG and GDT are hereinafter collectively referred to as the "Parties" and individually as a "Party". Capitalized terms shall have the meaning ascribed to them in this Agreement.

WITNESSETH:

WHEREAS, PMXG is a wholly owned subsidiary of PMX; and

WHEREAS, PMX is engaged in developing technology, infrastructure and products to satisfy retail and institutional demand for gold investments and gold transactions including the purchase, sale, trading, dispensing and storage of precious metals via the internet and fixed based ATM portals (the "Portals"); and

WHEREAS, PMX is engaged in the design, development and manufacture of the Portals through third party hardware and software vendors; and

WHEREAS, PMX is developing and offering precious metals accounts (the "Accounts") for the use of its clients with potential accessibility via the internet, the Portals and debit cards issued by the Company (hereinafter referred to as the "Project"); and

WHEREAS, GDT has expertise in the development of proprietary business methods, hardware, software, internet applications and product matrixes in the precious metals industry; and

WHEREAS, PMX wishes to engage GDT to assist in the development and implementation of the Project in accordance with the terms and conditions of this Agreement; and

WHEREAS, GDT is willing to assist PMX to facilitate the Project in accordance with the terms and conditions of this Agreement (hereinafter referred to as the "Services"); and

WHEREAS, GDT is the registrant and owner of a provisional business method patent (the "Patent") outlining GDT's plans for a business enterprise similar to the Project which is more fully described on Exhibit "A" attached hereto; and

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WHEREAS, GDT makes no representation or warranty to PMX or PMXG concerning the operability, sufficiency or efficacy of the Patent; and

WHEREAS, GDT has agreed to make available to PMX and PMXG any proprietary knowledge and intellectual rights either contained within or derived from the Patent in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual premises and the covenants and promises contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. Recitals. The Parties hereto acknowledge and agree that the foregoing recitals are true, correct, accurate, in proper form and fully binding upon them in all respects, which recitals in their entirety are hereby incorporated in this Agreement in haec verba.

2. Costs, Fees, Anticipated Project Budget. PMX shall satisfy any and all third party fees, costs and expenses to vendors, suppliers, developers, manufacturers and consultants relative to the design and manufacture of the various components of the Project which are identified and designated by GDT (hereinafter referred to as the "Development Costs") all of which shall be subject to the written approval of PMX which consent shall not be unreasonably withheld, delayed or conditioned.

The parties have designated a preliminary operating and development budget for PMX and/or PMXG of $1,800,000.00 to $3,600,000.00 US dollars (hereinafter referred to as the "Budget") to facilitate the design, development and manufacture of working prototypes of the Portals and their integration with the Accounts, as well as to launch retail gold operations and to operate PMX while the project is developed and implemented. The Budget will potentially be realized as PMX's financing permits over the next six (6) to twelve (12) months on a best efforts basis, with the understanding that the amount of dollars allocated and pace which it is made available to GDT will dictate the level of success and size and scope of the launch of the Project.

3. Joint Ownership of Intellectual Property Rights,

The parties agree that that any intellectual property (including but not limited to business plans, trade secrets, proprietary know how, devices, methods, mechanisms, etc.) that may be developed in accordance with the terms and conditions of this Agreement will be jointly owned by PMX and GDT.

Additionally, PMX will pay for any patent application fees to protect the joint ownership of any intellectual property contributed to or developed in connection with the Project by either party, including but

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not limited to the Business Plans, Methods and information outlined in the Provisional Patent attached herein as Exhibit "A" and as further described in paragraph 3 below.

PMX's share of the Intellectual Property Rights will not be assigned, vested, transferred and/or awarded to PMX or PMXG until PMX contributes and/or tenders to GDT the lesser of $800,000.00 in direct funds for the development of the Detailed Prototype Manufacturing Specifications and the Initial Prototype Manufacture & Gold ATM /Network Software Development functional and capable to be integrated into the Accounts. or an amount which of funding which results in a these tasks being

accomplished. Additionally, PMX must remain current with funds owed GDT to retain ownership of any Intellectual Property Rights as described herein.

4. Compensation

EQUITY COMPENSATION. In consideration of GDT's contribution of work and expertise concerning the development of the Project, PMX shall issue three million (3,000,000) shares of PMX stock (hereinafter referred to as the "Shares") to GDT as soon as practicable. The shares of PMX due GDT shall be deemed fully paid, earned and non-assessable when issued by PMX. Such shares are to be issued under Regulation S-8. Additionally, within 90 days of the conclusion of fiscal year 2011 and 2012 GDT shall be paid a fee equal to 3.5% of the issued and outstanding common stock of PMX. Such shares shall be issued according to the same guidelines as outlined above and paid via S-8 issuance as well. Thereafter the parties shall reasonably agree on the annual equity based compensation due GDT based upon its performance, work product, time expended and contributions to the company.

As to the acquisition of PMX shares, GDT has substantial experience in evaluating and investing in OTC companies, is aware of the fundamental risks and possible financial hazards of acquiring the Shares, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of this investment, and acknowledges that an investment in the Shares should be considered only by a sophisticated investor financially able to bear the economic risks of its investment.

CASH COMPENSATION. During years 1-2 PMX will pay GDT a base monthly fee of $20,000.00. For years 3-5, PMX will pay GDT a base monthly fee of $25,000.00. Additionally, within 60 days of the conclusion of each fiscal year, PMX shall pay to GDT an amount equal to the sum of Twenty-Five and 00/100 Dollars ($25.00) per customer Account maintained by PMXG, Two Thousand and 00/100 Dollars ($2,000.00) per Gold ATM Portal which PMXG operates and Five Hundred and 00/100 ($500.00) per conventional ATM which PMX operates. During the first year of this agreement such monthly fees shall be due ands payable as cash flow of

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PMX and PMXG reasonably permit.

Commencing in year 6 of the Agreement and thereafter, the parties shall reasonably agree on the monthly compensation due GDT based upon its performance, work product, time expended and continued contributions to the company.

5. Exclusive use of Intellectual Property and Proprietary Information.

PMX shall be afforded rights to license the intellectual property and proprietary information developed by the parties solely as it relates to the precious metals industry to the following terms and conditions:

A. The parties agree that PMX will be awarded a perpetual and exclusive licensing worldwide rights for any technology developed for the Project as it relates to the precious metals industry. After a period of two (2) years, PMX will be required to operate a minimum of fifteen (15) Portals within the United States to maintain the exclusive licensing rights to the technology. After a period of five (5) years, PMX will be required to operate a minimum of thirty 30) Portals within the United States to maintain the exclusive licensing rights to the technology. In the event that PMX desires to pursue a licensing agreement or other

B. GDT will own the rights for the usage of the technology for any other industry not associated with precious metals but PMX will be afforded a right of first refusal for any contemplated agreement concerning the usage of the technology beyond the precious metals industry.

C. This Agreement is terminable by either party with or without cause following the expiration of two (2) years. Additionally, at any time that PMX ceases active operations within the precious metals industry then all rights to utilize the technology, business methods and intellectual property shall revert to GDT. Additionally, PMX may not sell, transfer, license or assign any aspect of the GDT technology without the consent of GDT which consent shall be in the sole, absolute and unfettered discretion of GDT.

Notwithstanding the foregoing intellectual property rights listed in items "A", "B" and "C" above:

i) In the event that GDT terminates this agreement after the first (1st) two (2) years, nothing herein shall limit GDT, its shareholders, consultants or associates from working within the precious metals industry or using the technology and methodology developed jointly by the parties for a competing precious metals business within the United States, including but not limited to that which is described in attachments "A" and "B". PMX would be relieved of the obligation to pay GDT, and would retain the rights to use the technology and methodology

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(as described above) on a non- exclusive basis.

ii) In the event PMX terminates the Agreement after the first (1st) two (2) years, PMX and PMXG (and all affiliated entities/subsidiaries) would lose all intellectual property rights and be prohibited from working within the precious metals industry or using the technology and methodology developed jointly by the parties for a competing precious metals business within the United States, including but not limited to that which is described in attachments "A" and "B". However, PMX would be relieved of making any more payments to GDT.

6. Remedies. The parties agree that in the event of any default hereunder the non-defaulting party shall have any and all rights provided by law or equity including rights of specific performance. In connection with any litigation (including all appeals therefrom) arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees and interest.

7. Invalidity. The invalidity or unenforceability of any particular provision or part of a provision hereof, shall not affect the other provisions or parts hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions or part thereof were omitted.

8. Entire Agreement. This is the entire Agreement between the Parties covering everything agreed upon or understood in the transaction. There are no promises, conditions, representations, warranties, guarantees, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereby were in effect between the Parties other than as herein set forth. Any Agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement, in whole or in part, unless such Agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

Waiver by any party hereto of a breach hereof shall not be deemed a waiver of any subsequent similar breach or a waiver of any term and condition hereof. Waiver of any breach of this Agreement shall not excuse the faithful performance of any other term and condition of this Agreement. Either party has a right to waive one or more breaches or failure of conditions of settlement and to consummate this transaction as if said breach had not occurred.

9. Choice of Laws. This Agreement shall be construed and interpreted pursuant to the laws of the State of Florida. Exclusive jurisdiction and venue of any litigation arising out of this Agreement shall be in Palm Beach County, Florida.

10. Cooperation. The Parties hereby agree to cooperate, execute and deliver any and all documents reasonably deemed necessary to effectuate the intent and the terms and conditions of this Agreement.

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Each party reciprocally agrees to promptly and duly execute and deliver to the other such further documents and assurances and take such further action as may from time to time be reasonably requested in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of the other party hereunder.

11. Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Facsimile signatures shall constitute original signatures.

12. Construction. Each party has reviewed and participated in the formation of this Agreement and, accordingly, any rule or construction to the effect that ambiguities be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

13. Successor Liability. The benefits and obligations of this Agreement shall inure to and bind the respective heirs, successors, personal representatives and permitted assigns of the Parties hereto. Whenever used, the singular shall include the plural and the plural the singular and the use of any gender shall include all genders.

14. Corporate Authority. Each individual executing this Agreement on behalf of each party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said part, in accordance with a duly adopted resolution of the Board of Directors of said party or in accordance with the bylaws of said party, and that this Agreement is binding upon said party in accordance with its terms.

15. Notices. All notices, requests, demands and other communications (collectively, "Notices") given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or made as follows: (a) if sent by registered or certified mail in the United States return receipt requested, postage and fees prepaid, two business days after mailing; (b) if sent by reputable private air courier (such as DHL or Federal Express), two business days after mailing; (c) if sent by facsimile transmission, with a copy mailed on the same day in the manner provided in (a) or (b) above, when transmitted and receipt is confirmed by telephone; (d) when sent by email, when received in a form readable by the recipient and receipt is confirmed by telephone; or (e) if otherwise actually personally delivered, when delivered.

16. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

17. Assignment. Neither Party shall assign any rights under this Agreement, or delegate the performance of any duties hereunder, without the prior written consent from the other party.

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18. Time. Time is of the absolute essence with respect to the parties performance of this Agreement.

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

PMX Communities, Inc., a Nevada Corporation

By: /s/Michael Hiler

Michael Hiler, President and CEO

PMX Gold, LLC, a Florida limited liability company

By: /s/Michael C. Hiler

Michael C. Hiler, Managing Member

Gold Deposit Technologies, Inc., a Florida corporation

By: /s/William David Jones

William David Jones, President

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August 4, 2011

Christopher E. Shufeldt
Director of Investment Banking
Capital Path Securities LLC.
417 Lackawanna Avenue
Suite 516
Scranton, PA 18503

Memo of Understanding
Lead Private Placement Agent
And Syndication Agreement

Dear Mr. Shufeldt,

PMX Communities Inc. ("PMXO") is undergoing a fund raising to "accredited investors", and potentially up to 35 non-accredited investors pursuant to Rule 506 of Regulation D promulgated under the Securities Act of 1933, as amended. The terms are not finalized as of yet, but preliminary terms are as follows: the offering will be done as a unit consisting of 100,000 shares of PMXO, 100,000 series A warrants priced with a $.20 strike price, and 100,000 series B warrants with a $.25 strike price; this shall be offered as a $16,000 unit. The term sheet shall follow when the terms are finalized.

PMXO will grant Capital Path Securities LLC. ("CPS") Exclusive Private Placement Agent and Syndication Manager rights to this proposed 4 million dollar offering. Details of CPS's services are as follows:

- CPS will act as the Lead Private Placement Agent and Syndicate Manager for this offering, and their corporate information shall be prominently affixed to the cover documenting this fact. They will coordinate and manage any and all subscription agreements submitted by any participating broker dealers.

- PMXO has a number of prospective investors that it hopes to have participate in this proposed funding. CPS shall be responsible for contacting all prospective investors associated with this offering, ascertaining that they meet accreditation standards held by FINRA and state laws and thoroughly explaining all risk associated with investment in a private offering.

- CPS will disperse, and collect all relevant investment documentation, and instruct investors as to how to pay for their investment. A master list of all investors, amounts invested, and states where investment was offered will be gathered and maintained by CPS for Regulation D purposes.

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- In exchange for CPS overseeing this funding, PMXO will pay to CPS 5% of all principal amounts invested from any source other than CPS. In the event that investors are brought into the deal through other FINRA Firms, CPS will receive a 5% commission and the selling firm shall receive a 5% commission. PMXO will also issue to CPS common shares equal to 5% of the total number of common stock sold in this offering excluding the common shares underlying the warrants offered.

- CPS may elect, upon approval of due diligence, to actively participate in this offering on a BEST EFFORTS basis. For those investors brought into the offering by CPS, PMXO will pay to CPS 8% of the principal invested in place of the 5% payment offered above; the 5% equity issuance shall remain the same regardless of the source of funding.

- Funds will be deposited with an attorney's escrow account in Boca Raton, Fl. As there is no minimum amount of funding necessary to trigger the offering, funds will be dispersed to both the company and Capital Path on a weekly basis, with a full accounting being

This letter of understanding will remain in effect for the term of the offering. Notwithstanding the foregoing, either party may terminate this letter of understanding at any time, if CPS has indicated to PMXO that it will not be serving as placement agent on the offering or if CPS has not commenced the fundraising within 2 weeks of receiving the final offering memorandum.. Additionally, if CPS were to cease business operations or have a change in control, either side would have the option to terminate this agreement upon ten (10) days notice. If you are in agreement with the foregoing, please sign in the space provided below.

Thank you, Mr. Shufeldt, we look forward to working with you.

Agreed to and accepted
This 3rd day of August, 2011

Sincerely,

/s/Christopher E. Shufeldt	/s/Michael C. Hiler
Christopher E. Shufeldt	Michael C. Hiler
Director of Investment Banking	Chairman
Capital Path Securities	PMX Communities Inc.

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EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement ("Agreement"), dated as of August 5, 2011 effective as of the Commencement Date (as defined below), is entered into between PMX Communities, Inc., a Nevada corporation having a place of business at 7777 Glades Road, Boca Raton, Palm Beach County, Florida ("Employer"), and Mark Connell an individual residing in Broward County, Florida ("Employee"). The aforementioned parties are hereinafter collectively referred to as the "Parties" and individually as a "Party". Capitalized terms shall have the meaning ascribed to them in the Agreement.

WHEREAS, Employer desires to employ Employee; and

WHEREAS, Employee is willing to accept such employment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, Employer and Employee hereby agree as follows:

ARTICLE I
EMPLOYMENT; POSITION, DUTIES AND RESPONSIBILITIES

1.01 Employment. Employer agrees to, and does hereby, employ Employee, and Employee agrees to, and does hereby, accept such continued employment, upon the terms and subject to the conditions set forth in this Agreement. Employee represents and warrants to Employer that (a) Employee has the legal capacity to execute and perform this Agreement, (b) this Agreement is a valid and binding agreement enforceable against Employee according to its terms, and (c) the execution and performance of this Agreement by Employee does not violate the terms of any existing agreement or understanding to which Employee is a party or by which Employee may be bound.

1.02 Position, Duties and Authority. During the Term (as defined below), Employee shall serve as President and Chief Executive Officer. Employer must do all things reasonably necessary to assist Employee in the performance of his duties, including the disclosure of information necessary to obtain investors, customers and venders of Employer and shall have such responsibilities, duties and authority as are consistent with such position and as may, from time to time, be reasonably assigned by Employer's Board of Directors (the "Board"). Employee shall also be elected to the board of directors. Any substantial changes to such responsibilities, duties and authority shall be provided to Employee in writing or otherwise agreed to between Employer and Employee. During the Term, Employee shall serve Employer, faithfully and to the best of Employee's ability, and shall devote an adequate amount of Employee's business time, attention, skill and efforts exclusively to the business and affairs of Employer (including its subsidiaries and affiliates) and the promotion of its interests as is necessary for the successful discharge of employees' duties and

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obligations. Notwithstanding the foregoing, Employee may engage in aircraft and avionics sales, internet marketing except in the sale of gold and precious metals and financial services, charitable, educational, religious, civic and similar types of activities (all of which shall be deemed to benefit Employer) to the extent that such activities do not interfere with the performance of Employee's duties hereunder or inhibit or conflict with the business of Employer, its subsidiaries and affiliates. In no event may Employee serve on boards of directors or advisory committees without the prior written consent of the Board, which consent shall not be unreasonably withheld.

ARTICLE II
TERM

2.01 Term of Employment. Employee's employment under this Agreement shall commence on August 1, 2011 (the "Commencement Date") and, subject to earlier termination pursuant to Article IV hereof, shall continue until the two (2) year anniversary of the Commencement Date (the "Term"); provided, however, that unless either party gives written notice to the other at least 120 days prior to the expiration of the then-current Term that such party elects not to renew this Agreement, the then-current Term shall be automatically extended for additional one-year periods. The election of Employer not to extend the then-current Term as provided in this Section 2.01 shall not be deemed a termination by Employer under Section 4.01(C) or (D) or constitute "Good Reason" under Section 4.01(E), and, in such event, Employee only shall be entitled to the compensation set forth in Section 4.02(B). The election of Employee not to extend the then-current Term, as provided in this Section 2.01 shall not be deemed a termination for Good Reason and in such event Employee only shall be entitled to the compensation set forth in Section 4.02(A).

ARTICLE III
COMPENSATION AND EXPENSES

3.01 Compensation and Benefits. For all services rendered by Employee in any capacity during the Term, including, without limitation, services as an officer, director or member of any committee of Employer, or any subsidiary, affiliate or division thereof, Employee shall be compensated as follows (subject, in each case, to the provisions of Article IV below):

(A) Base Salary. During the Term, Employer shall pay to Employee a base salary at the rate of US$125,000.00 on an annualized basis. ("Base Salary"), which Base Salary shall be payable in accordance with Employer's customary payroll practices in place from time to time, but no less frequently than twice per month. Employee's Base Salary shall be subject to annual performance review and increases effective as of the first day of each fiscal year (January 1 - December 31) commencing with the fiscal year 2012, which increases (if any) shall be in amounts as the Board (or committee thereof) shall deem appropriate; provided, however, that such increases shall be in an amount at least equal to the percentage increase during the previous

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twelve (12) months in the Consumer Price Index for All Urban Consumers. In the event that such percentage increase in the above-mentioned Consumer Price Index is not available as of the date the increased Base Salary is required to be effective, Employee shall continue to receive his then current Base Salary until such percentage increase is available, at which time the Base Salary shall be increased effective April 1 of the applicable fiscal year and paid in arrears to April 1 of the applicable fiscal year. The term "Base Salary" as used in this Agreement shall refer to Base Salary as may be increased from time to time.

Upon commencement of employment, Employee shall be issued six million (6,000,000,000) shares of common stock in the Company as one (1) time bonus. Such shares shall be fully paid, non-assessable, restricted and have not been registered under the Securities Act. Additionally, Employee represents and warrants that he has been advised and understands that he must continue to bear the economic risk of ownership of the Shares for an indefinite period of time because (i) the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act") or the securities laws of any states and therefore cannot be sold unless it is subsequently registered under the Securities Act and the laws of such states or an exemption from such registration is available, and (ii) PMX will be under no obligation to register the Shares.

(B) Discretionary Bonus. During the Term, Employee shall be eligible to receive an annual cash or stock bonus, in such amount, if any, as may be determined by the Board (or committee thereof) in its sole discretion ("Discretionary Bonus"). The Discretionary Bonus, if any, shall be determined as of the end of each fiscal year of employment, and payable within sixty (60) days after the last day of each such year. To be eligible to receive any Discretionary Bonus (or any portion thereof), Employee must be employed by Employer both at the time the amount of the Discretionary Bonus, if any, is determined, and at the time any such bonus is to be paid. Employee shall receive any Discretionary Bonus awarded to Employee as of the end of a fiscal year by the Board (or committee thereof) and not yet paid at the time this Agreement is terminated for any reason by Employer other than for Cause (as defined below) prior the payment of the Discretionary Bonus.

(C) Incentive Stock Option Grants. During the Term, Employee shall be eligible to receive from time to time stock option grants in amounts, if any, to be approved by the Board (or committee thereof) in its sole discretion. Such stock option grants will be subject to the terms and conditions established within the Employer's Stock Option Plan or any successor stock option plan as may be in place from time to time (the "Plan") and a separate stock option grant agreement between Employer and Employee that sets forth, among other things, the exercise price, expiration date and vesting schedule of such options. Upon a Change in Control (as defined below), all outstanding and unvested options to purchase shares of Employer's common stock granted to Employee shall be deemed fully vested and exercisable. Further, if, during the Term, Employer shall terminate this Agreement and Employee's

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employment hereunder without Cause (as defined below) and other than as a result of Employee's death or Disability (as defined below) or Employee shall terminate this Agreement and Employee's employment hereunder for Good Reason (as defined below), then all outstanding and unvested options to purchase shares of Employer's common stock granted to Employee shall be deemed fully vested and exercisable. Employer shall use commercially reasonable efforts to register the shares of common stock issuable upon exercise of such Options on a registration statement on Form S-8 to be filed with the Securities and Exchange Commission and to maintain the effectiveness of such registration during the period in which such Options remain outstanding.

(D) Benefits. During the Term, Employee shall be entitled to participate in all Employer's employee benefit plans and programs (excluding severance plans, if any) as Employer generally maintains from time to time during the Term for the benefit of its employees, in each case subject to the eligibility requirements, enrollment criteria and other terms and provisions of such plans or programs. Employer may amend, modify or rescind any employee benefit plan or program and/or change employee contribution amounts to benefit costs without notice in its discretion.

(E) Vacation Days. During the Term, Employee shall be entitled to paid vacation days in accordance with Employer's policies with respect to such vacation days in place from time to time; provided, however, that Employee shall accrue or earn no less than 15 paid vacation days per calendar year. Employee will not forfeit vacation days if they are not taken by the end of the calendar year; provided, however, once Employee has accrued or earned the maximum number of vacation days provided for in any one calendar year as provided in the preceding sentence, no additional vacation days will accrue or be earned by Employee until Employee has taken accrued or earned vacation days and reduced the balance of accrued or earned vacation days below that maximum level. Thereafter, vacation days will accrue or be earned on a prospective basis only until, and if, the maximum is again reached.

3.02 Expenses. Employee shall be entitled to receive reimbursement from Employer for all reasonable out-of-pocket expenses incurred by Employee during the Term in connection with the performance of Employee's duties and obligations under this Agreement, according to Employer's expense account and reimbursement policies in place from time to time and provided that Employee shall submit reasonable documentation with respect to such expenses.

ARTICLE IV
TERMINATION

4.01 Events of Termination. This Agreement and Employee's employment hereunder shall terminate upon the occurrence of any one or more of the following events:

(A) Death. In the event of Employee's death, this Agreement and

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Employee's employment hereunder shall automatically terminate on the date of death.

(B) Disability. To the extent permitted by law, in the event of Employee's physical or mental disability that prevents Employee from performing Employee's duties under this Agreement for a period of at least 60 consecutive days in any 12-month period or 120 non-consecutive days in any 12-month period, Employer may terminate this Agreement and Employee's employment hereunder upon written notice to Employee.

(C) Termination by Employer for Cause. Employer may, at its option, terminate this Agreement and Employee's employment hereunder for Cause (as defined herein) upon giving notice of termination to Employee. As used in this Agreement, the term "Cause" shall mean Employee's (i) conviction of, plea of guilty or nolo contendre to, or confession of guilt of, a felony or criminal act involving moral turpitude, (ii) commission of a fraudulent, illegal or dishonest act (which dishonest act results in material damage to Employer) in respect of Employer or any of its affiliates or subsidiaries, (iii) willful misconduct or gross negligence that reasonably could be expected to be injurious (monetarily or otherwise) to the business operations or reputation of Employer or any of its affiliates or subsidiaries, as determined in the reasonable discretion of Employer(iv) material violation of Employer's policies or procedures in effect from time to time; provided, however, to the extent such violation is subject to cure, Employee will have a reasonable opportunity to cure such violation after written notice thereof, (v) after a written warning and a reasonable opportunity to cure non-performance, continued failure to perform Employee's duties as reasonably and in good faith assigned to Employee from time to time, or (vi) other material breach of this Agreement (including, without limitation, any breach of Employee's obligations under Article V hereof).

(D) Without Cause by Employer. Subject to Section 4.02, Employer may, at its option, at any time terminate this Agreement and Employee's employment hereunder for no reason or for any reason whatsoever (other than for Cause or as a result of Employee's death or Disability) by giving 30 days prior written notice of termination to Employee.

(E) Termination By Employee. Employee may terminate this Agreement and Employee's employment hereunder with or without Good Reason (as defined below) by giving (30) days prior written notice of termination to Employer; provided, however, that Employer reserves the right to accept Employee's notice of termination and to accelerate such notice and make Employee's termination effective immediately, or on any other date prior to Employee's intended last day of work as Employer deems appropriate. For purposes of this Agreement, "Good Reason" shall mean, in the absence of the consent of Employee:

(i) the failure of Employer or its successor to pay any amounts due to Employee or to fulfill any other material obligations to Employee under this Agreement, other than failures that are remedied by Employer or its successor within 30 days after receipt of written

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notice thereof given by Employee; or

(ii) action by Employer or its successor that results in a material diminution in Employee's title, position, authority or duties from those contemplated in Section 1.02; or

(iii) any move of the offices of Employer or its successor without Employee's consent, such that Employee would be required to commute more than 10 miles more each way than Employee commutes immediately prior to such move.

(iv) the failure of the Employer to reasonably assist Employee in the performance of his duties.

Notwithstanding the foregoing, placing Employee on a paid leave for up to 30 days, pending a determination of whether there is a basis to terminate Employee for "Cause," shall not constitute a "Good Reason." Employee shall be deemed to have consented to any act or event that would otherwise give rise to "Good Reason," unless Employee provides written notice of termination for Good Reason to Employer within thirty (30) days following the action or event constituting Good Reason.

(F) Mutual Agreement. This Agreement and Employee's employment hereunder may be terminated at any time by the mutual agreement of Employer and Employee.

(G) Expiration of Term. This Agreement and Employee's employment hereunder shall automatically terminate upon the expiration of the Term in accordance with the 30 day notice provision herein.

4.02 Employer's Obligations Upon Termination.

(A) For Cause; Other than For Good Reason. If, during the Term, Employer shall terminate this Agreement and Employee's employment hereunder for Cause or Employee shall terminate this Agreement and Employee's employment hereunder other than for Good Reason, Employer's sole obligation to Employee under this Agreement or otherwise shall be to, on the next regular paydate following the date of termination, (i) pay to Employee any Base Salary earned, but not yet paid to Employee, prior to the date of such termination, (ii) pay to Employee any accrued, but unused, vacation days through the date of termination, and (iii) reimburse Employee for any expenses incurred by Employee through the date of termination in accordance with Section 3.02 (collectively, the "Accrued Obligations"). All vested stock options shall remain in effect pursuant to the terms of the Plan.

(B) Expiration of Term. Upon the expiration of the Term, Employer's sole obligation to Employee under this Agreement or otherwise shall be to pay to Employee the Accrued Obligations, which Accrued Obligations shall be paid or provided in the manner described in Section 4.02(A) above.

(C) Death; Disability. If, during the Term, this Agreement and Employee's employment hereunder shall terminate as a result of

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Employee's death or Disability, Employer's sole obligation to Employee or Employee's heirs, beneficiaries, assigns or estate, as applicable, under this Agreement or otherwise shall be to pay to Employee or Employee's estate, as applicable, the Accrued Obligations, which Accrued Obligations shall be paid or provided in the manner described in Section 4.02(A) above. All incentive stock options vested at the time of death shall be transferred to Employee's estate, subject to the terms of the Plan.

(D) Without Cause; for Good Reason

(i) If, during the Term, Employer shall terminate this Agreement and Employee's employment hereunder without Cause and other than as a result of Employee's death or Disability or Employee shall terminate this Agreement and Employee's employment hereunder for Good Reason, Employer's sole obligation to Employee under this Agreement or otherwise shall be to: (a) pay to Employee the Accrued Obligations, which Accrued Obligations shall be paid or provided in the manner described in Section 4.02(A) above, and (b) subject to Employee's execution, delivery and non-revocation of a general release in a form satisfactory to Employer (the "Release") (which Release, among other things, will include a general release of Employer, its affiliates and subsidiaries and their respective officers, directors, managers, members, shareholders, partners, employees and agents from all liability), continue to pay to Employee Employee's Base Salary for a period equal to twelve (12) months following the date of termination.

(ii) Notwithstanding the provisions of Section 4.02(D)(i) above, in the event that Employer shall terminate this Agreement and Employee's employment hereunder without Cause and other than as a result of Employee's death or Disability within twelve (12) months following a Change in Control (as defined below) or Employee shall terminate this Agreement and Employee's employment hereunder for Good Reason within twelve (12) months following a Change in Control, then, in lieu of the amounts to be paid by Employer pursuant to Section 4.02(D)(i) above, Employer shall have no further obligations under this Agreement or otherwise to Employee other than the obligation to (a) pay to Employee the Accrued Obligations, which Accrued Obligations shall be paid or provided in the manner described in Section 4.02(A) above, and (b) subject to Employee's execution, delivery and non-revocation of the Release, continue to pay to Employee Employee's Base Salary for a period equal to eighteen (18) months following the date of termination.

The Base Salary continuation payments contemplated by this Section 4.02(D) shall commence to be paid on the next regular paydate following the 8th day after Employee's execution and delivery of the Release; provided, however, if necessary to comply with the restriction in Section 409(A)(a)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code") concerning payments to "specified employees," the salary continuation payments shall commence on the first regular paydate in the seventh (7th) month following the date of Employee's termination and the first such payment shall include the cumulative amount of any payments that would have been paid prior to such date if not for such restriction.

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As used in this Agreement, "Change in Control" means:

(A) Any "person" (as such term is used in Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becomes the "beneficial owner"(as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of Employer representing more than 50% of the total voting power represented by Employer's then outstanding voting securities.

(B) The consummation of a merger or consolidation of Employer with any other corporation, other than a merger or consolidation which would result in the voting securities of Employer outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50%) of the total voting power represented by the voting securities of Employer or such surviving entity outstanding immediately after such merger or consolidation; or

(C) The consummation of the sale or disposition by Company of all or substantially all of Company's assets.

In addition to the payments and benefits set forth in this Section 4.02, amounts that are vested benefits or that Employee is otherwise entitled to receive under any plan, program, policy or practice (with the exception of those relating to severance) on the date of termination, shall be payable in accordance with such plan, policy, practice or agreement.

ARTICLE V
CONFIDENTIALITY, ASSIGNMENT OF DEVELOPMENTS, NON-COMPETITION, NON-SOLICITATION AND OTHER COVENANTS

5.01 Confidentiality. While working or performing services for Employer or otherwise, Employee may previously have developed or acquired, or may in the future develop or acquire, knowledge in Employee's work or from directors, officers, employees, agents or consultants of Employer and its affiliates and subsidiaries (collectively, the "Company") or otherwise of Confidential Information relating to the Company, its business, potential business or that of its customers and vendors. "Confidential Information" includes all trade secrets, know-how, show-how, theories, technical, operating, financial, and other business information, whether or not reduced to writing or other medium and whether or not marked or labeled confidential, proprietary or the like, specifically including, but not limited to, information regarding source codes, software programs, computer systems, algorithms, formulae, schematics, concepts, creations, costs (including, without limitation, manufacturing costs), plans, materials, enhancements, research, specifications, works of authorship, techniques, documentation, models and systems, sales and

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pricing techniques, designs, inventions, discoveries, products, improvements, modifications, methodology, processes, concepts, records, files, memoranda, reports, plans, proposals, price lists, client, customer, and supplier lists and information, product development, project procedures developed by Employer and Gold Deposit Technologies, Inc. Confidential Information does not include general skills, experience or information that is generally available to the public, other than information which has become generally available as a result of Employee's direct or indirect act or omission or information that Employee learned, or was aware of, prior to negotiations/ discussions with employer back to November 2010.

With respect to Confidential Information of the Company and its customers and vendors:

(A) Employee has used, and will use, Confidential Information only in the performance of Employee's duties for Employer. Employee has not used, and will not use, Confidential Information at any time (during or after Employee's employment with Employer) for Employee's personal benefit, for the benefit of any other individual or entity, or in any manner adverse to the interests of the Company and its customers and vendors;

(B) Employee has not, and will not disclose, Confidential Information at any time (during or after Employee's employment with Employer) except to authorized Employer personnel, unless Employer consents in advance in writing, the Confidential Information indisputably becomes of public knowledge or enters the public domain (other than through Employee's direct or indirect act or omission), or the disclosure of which is required by law and reasonable written notice has been provided to Employer sufficient to enable Employer to contest the disclosure;

(C) Employee has safeguarded, and will safeguard, the Confidential Information by all reasonable steps and abide by all policies and procedures of Employer in effect from time to time regarding storage, copying, destroying, publication or posting, or handling of Confidential Information, in whatever medium or format the Confidential Information takes;

(D) Employee acknowledges that Employer may be required to sign non-disclosure or confidentiality agreements with customers or vendors, prospective customers or vendors, and other third parties in which Employer agrees that its employees and agents will not disclose Confidential Information of such customers or vendors, prospective customers or vendors, or other third parties. By executing this Agreement, Employee acknowledges and agrees that Employer may rely, and will rely, on this Agreement for purposes of entering into such other agreements. Further, Employee will execute and abide by all confidentiality agreements reasonably requested by Employer's customers or vendors, prospective customers or vendors, and other third parties; and

(E) Employee will return all materials, substances, models,

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software, prototypes and the like containing and/or relating to Confidential Information, together with all other property of the Company (all of which shall remain the exclusive property of the Company) and its clients and customers, to Employer when Employee's employment relationship with Employer terminates or otherwise on demand. Employee shall not retain any copies or reproductions of correspondence, memoranda, reports, notebooks, drawings, photographs, databases, diskettes, or other documents or electronically stored information of any kind relating in any way to the business, potential business or affairs of the Company and its clients and customers.

5.02 Assignment of Developments. Employee has disclosed, and will disclose, promptly and fully to Employer and to no one else: (i) all inventions, ideas, improvements, discoveries, works modifications, processes, software programs, works of authorship, documentation, formulae, techniques, designs, methods, trade secrets, technical specifications and technical data, know-how and show-how, concepts, expressions or other developments whatsoever or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) made, authored, devised, developed, discovered, reduced to practice, conceived or otherwise obtained by Employee (collectively, together with all patent rights, copyrights, trade secret rights and other intellectual property rights, worldwide, and the right to sue for present, past and future infringements thereof, the "Developments"), solely or jointly with others, during the course of Employee's employment with Employer (whether prior to or after the date of this Agreement) that (a) are related to the business of the Company or any of the products or services being researched, developed, distributed, manufactured or sold by the Company or which may be used in relation therewith or (b) result from tasks assigned to Employee by the Company; (ii) any Development that is related to the business of the Company and in which Employee had an assignable interest at the time of Employee's first employment by Employer; or (iii) any Development made using the time, materials or facilities of the Company, even if such Development does not relate to the business of the Company. The determination as to whether a Development is related to the business of the Company shall be made solely by an authorized representative of Employer. Any Development relating to the business of the Company and disclosed to the Company within one year following the termination of Employee's employment with Employer shall be deemed to fall within the provisions of this Section 5.02. The "business of the Company" as used in this Section 5.02 includes the actual business currently conducted by the Company, as well as any business conducted by the Company during the course of Employee's employment prior to the Commencement Date and any business in which the Company is actively engaged in the development of at any time during the period of Employee's employment. Employee agrees that, to the maximum extent possible, all such Developments listed above and the benefits thereof are and shall immediately become the sole and absolute property of Employer from conception, as "works made for hire" (as that term is used under the U.S. Copyright Act of 1976, as amended) or otherwise. Employee shall have no interest in any Developments. To the extent that title to any Developments or any materials comprising or including any Developments does not, by

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operation of law, vest in Employer, Employee hereby irrevocably assigns to Employer all of Employee's right, title and interest (including, without limitation, tangible and intangible rights such as patent rights, trademarks, copyrights and all other intellectual property rights, worldwide, and the right to sue for present, past and future infringements thereof) that Employee may have or may acquire in and to all such Developments, benefits and/or rights resulting therefrom, and agrees promptly to execute any further specific assignments related to such Developments, benefits and/or rights at the request of Employer. Employee also hereby assigns to Employer, or waives if not assignable, all of Employee's "moral rights" in and to all such Developments, and agrees promptly to execute any further specific assignments or waivers related to moral rights at the request of Employer. Employee represents and warrants to Company that Employee has at no time assigned or otherwise transferred any interest in any Development (including, but not limited to, any Developments arising in connection with Employee's employment prior to the Commencement Date), to any third party, or granted any third party any license, permission, or other right with respect to any such Development, or permitted any lien, security interest or other encumbrance to be imposed on any such Development, or entered into any contract or other arrangement pursuant to which Employee has agreed to do any of the foregoing.

Employee agrees to assist Employer without charge for so long as Employee is an employee of Employer and for as long thereafter as may be necessary (but at Employer's expense including reasonable compensation to Employee if Employee is no longer an employee of Employer): (1) to apply, obtain, register and renew for, and vest in, Employer's benefit alone (unless Employer otherwise directs), patents, trademarks, copyrights, mask works, and other protection for such Developments in all countries, and (2) in any controversy or legal proceeding relating to Developments. In the event that Employer is unable to secure Employee's signature after reasonable effort in connection with any patent, trademark, copyright, mask work or other similar protection relating to a Development, Employee hereby irrevocably designates and appoints Employer and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and on Employee's behalf and stead to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, trademarks, copyrights, mask works or other similar protection thereon with the same legal force and effect as if executed by Employee.

5.03 Obligations to Other Persons. Employee hereby represents and warrants that Employee does not have any non-disclosure, non-compete, non-solicitation or other obligations to any previous employer or other individual or entity that would prohibit, limit, conflict or interfere with the performance of Employee's duties for Employer or Employee's other obligations under this Agreement. Employee will not disclose to the Company or its customers and clients or induce the Company or its customers and clients to use any secret confidential information or material belonging to others, including Employee's former employer.

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5.04 Covenant Against Competition and Solicitation.

(A) Employee acknowledges and understands that, in view of the position that Employee holds or will hold as an employee of Employer, Employee's relationship with Employer will afford Employee extensive access to Confidential Information of the Company. Employee therefore agrees that during the course of Employee's employment with Employer and for a period of 18 months after termination of Employee's employment with Employer (for any reason or no reason) (collectively, "Restricted Period"), Employee shall not, anywhere in the world, either directly or indirectly, as an owner, stockholder, member, partner, joint venturer, officer, director, consultant, independent contractor, agent or employee, with or without remuneration, engage in any business or other commercial activity that is engaged in the business of (i) designing, developing and/or commercializing electrotherapeutic technologies or (ii) designing, developing, marketing, selling, distributing and/or providing any products or services that are of the same nature as a product or service provided by the Company or a product or service that the Company is developing or seeking to provide and of which Employee has knowledge. Notwithstanding the foregoing, nothing herein shall be deemed to prohibit Employee's ownership of less than 2% of the outstanding shares of any publicly traded corporation that conducts a business competitive with that of Employer.

(B) Employee further agrees that, during the Restricted Period, Employee shall not, directly or indirectly, either on Employee's own behalf or on behalf of any other individual or commercial enterprise: (i) contact, communicate, solicit or transact any business with or assist any third party in contacting, communicating, soliciting or transacting any business with (x) any of the customers or vendors of the Company, (y) any prospective customers or vendors of the Company being solicited at the time of Employee's termination, or (z) any individual or entity who or which was within the most recent twelve (12) month period a customer or vendor of the Company, for the purpose of inducing such customer or vendor or potential customer or vendor to be connected to or benefit from any competitive business or to terminate its or their business relationship with the Company; (ii) solicit, induce or assist any third party in soliciting or inducing any individual or entity who is then (or was at any time within the preceding 12 months) an employee, consultant, independent contractor or agent of Company) to leave the employment of the Company or cease performing services for the Company; (iii) hire or engage or assist any third party in hiring or engaging, any individual or entity that is or was (at any time within the preceding 12 months) an employee, consultant, independent contractor or agent of the Company, or (iv) solicit, induce or assist any third party in soliciting or inducing any other person or entity (including, without limitation, any third-party service provider or distributor) to terminate its relationship with the Company or otherwise interfere with such relationship.

5.05 Non-Disparagement. Employee will not at any time (during or after Employee's employment with Employer) disparage the reputation

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of Employer, its affiliates and their respective clients, customers and its or their respective officers, directors, agents or employees. Employer will not at any time (during or after Employee's employment with Employer) disparage the reputation of Employee.

5.06 Cooperation. Employee agrees to cooperate both during and after Employee's employment with Employer, at Employer's sole cost and expense, with the investigation by the Company involving the Company or any employee or agent of the Company.

5.07 Reasonable Restrictions/Damages Inadequate Remedy; Breaches.

(A) Employee acknowledges that the restrictions contained in this Article V are reasonable and necessary to protect the legitimate business interests of the Company and that any breach or threatened breach by Employee of any provision contained in this Article V will result in immediate irreparable injury to the Company for which a remedy at law would be inadequate. Employee understands that the Employer's business is global and, accordingly, the restrictions can not be limited to any particular geographic area. Employee further acknowledges that the restrictions contained in this Article V will not prevent Employee from earning a livelihood during the applicable period of restriction. Accordingly, Employee acknowledges that Company shall be entitled to temporary, preliminary and permanent injunctive or other equitable relief in any court of competent jurisdiction (without being obligated to post a bond or other collateral) and to an equitable accounting of all earnings, profits and other benefits arising, directly or indirectly, from such violation, which rights shall be cumulative and in addition to (rather than instead of) any other rights or remedies to which the Company may be entitled at law or in equity. In addition (and not instead of those rights), Employee further covenants that Employee shall be responsible for payment of the fees and expenses of the Company's attorneys and experts, as well as the Company's court or other forum costs, pertaining to any suit, arbitration, mediation, action or other proceeding (including the costs of any investigation related thereto) arising directly or indirectly out of Employee's violation or threatened violation of any of the provisions of this Article V.

(B) Notwithstanding the foregoing, in the event Employee breaches or threatens to breach any term or condition of this Agreement, including the provisions of Section 5.04 or other sections of this Article V, whether or not any court of competent jurisdiction shall determine that any one or more of the provisions contained in this Article V, including Section 5.04, is unenforceable, it shall constitute a material breach of this Agreement and in addition to and not instead of the Company's other remedies hereunder or otherwise at law or in equity, Employee shall be required to, upon written notice from the Company, return the payments paid by the Company pursuant to Section 4.02 of this Agreement, less the greater of: (a) $500, or (b) 5% of the payments paid by Employer hereunder. However, the Company will not demand repayment if such breach is (in the good faith discretion of the Company) subject to cure and is cured to the

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Company's satisfaction by Employee within five (5) calendar days following such notice of such breach. Without limitation, in no event shall any breach of the provisions of Section 5.04 be subject to cure. Employee agrees that if Employee is required to return the payments, this Agreement shall continue to be binding on Employee and the Company shall be entitled to enforce the provisions of this Agreement as if the payments had not been repaid to the Company. In the event the Company provides written notice to Employee of a breach or threatened breach, the Company, at the direction of its Board of Directors, shall have the right to suspend all further payment obligations to Employee hereunder and shall have no further payment obligations unless a court of competent jurisdiction finds that Employee has not breached his obligations under this Agreement. In the event of a threatened breach that has been cured to the Company's satisfaction within five (5) days of notice to Employee, the Company shall resume making payments pursuant to this Agreement.

In addition to the foregoing and any other rights to which the partie's may be entitled, at law or in equity (and not instead of such rights) each party shall have the right to collect, from the other party, payment of the reasonable fees and expenses of attorneys and experts, as well as the court or forum costs, pertaining to any suit, arbitration, mediation, action or other proceeding (including the costs of any investigation related thereto) arising directly or indirectly out of the other party's breach of any of the provisions of this Agreement. In the event of a breach or threatened breach, the party's reserve to all remedies available to it under this Agreement or otherwise at law or in equity.

5.08 Separate Covenants. In the event that any court of competent jurisdiction shall determine that any one or more of the provisions contained in this Article V shall be unenforceable in any respect, then such provision shall be deemed limited and restricted to the extent that the court shall deem the provision to be enforceable. It is the intention of the parties to this Agreement that the covenants and restrictions in this Article V be given the broadest interpretation permitted by law. The invalidity or unenforceability of any provision of this Article V shall not affect the validity or enforceability of any other provision hereof. The covenants and restrictions contained in this Article V shall be deemed a series of separate covenants and restrictions one for each of the fifty states of the United States of America. If, in any judicial or arbitration proceedings, a court of competent jurisdiction or arbitration panel should refuse to enforce all of the separate covenants and restrictions in this Article V, then such unenforceable covenants and restrictions shall be eliminated from the provisions of this Agreement for the purpose of such proceeding to the extent necessary to permit the remaining separate covenants and restrictions to be enforced in such proceeding.

ARTICLE VI
MISCELLANEOUS

6.01 Benefit of Agreement and Assignment. This Agreement shall inure to the benefit of Employer, its affiliates and subsidiaries, and

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its and their respective successors and assigns (including, without limitation, the purchaser of all or substantially all of any of its or their respective assets) and shall be binding upon Employer and its successors and assigns. This Agreement shall also inure to the benefit of and be binding upon Employee and Employee's heirs, administrators, executors and assigns. Employee may delegate Employee's duties under

this Agreement, without the prior written consent of Employer, but the Employee remains fully bound by this Agreement and any such delegation shall not relieve Employee of his duties hereunder.

6.02 Notices. All notices, requests, demands and other communications required or permitted hereunder shall be given in writing and shall be deemed to have been duly given (i) on the date delivered if personally delivered, (ii) upon receipt by the receiving party of any notice sent by registered or certified mail (first-class mail, postage pre-paid, return receipt requested) or (iii) on the date targeted for delivery if delivered by nationally recognized overnight courier or similar courier service, in each case addressed to the Employer or Employee, as the case may be, at the respective addresses indicated in the caption of this Agreement or such other address as either party may in the future specify in writing to the other.

6.03 Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the terms and conditions of Employee's employment during the Term and activities following termination of this Agreement and supersedes any and all prior agreements and understandings, whether written or oral, between the parties with respect to the subject matter of this Agreement This Agreement may not be changed or modified except by an instrument in writing, signed by both Employee and the Chief Executive Officer of Employer.

6.04 Indemnification. Employer shall indemnify Employee against all claims arising out of Employee's actions or omissions occurring during Employee's employment with Employer to the fullest extent provided (A) by Employer's Certificate of Incorporation and/or Bylaws, and (B) under the Nevada or Florida General Corporation Law, as each may be amended from time to time. Employer may maintain a Directors & Officers liability insurance policy ("D&O Coverage") covering Employee to the extent Employer provides such coverage for its other executive officers. Employer agrees to make such policy available to Employee within five (5) days, upon request.

6.05 280G Cut-Back. Notwithstanding anything set forth in this Agreement to the contrary, in the event that any payment, coverage or benefit provided under this Agreement would, in the opinion of the independent certified accountants for Employer, not be deemed to be deductible in whole or in part in the calculation of the Federal income tax of Employer or any other person making such payment or providing such coverage or benefit, by reason of Section 280G of the Code, the aggregate payments, coverages or benefits provided under this Agreement shall be reduced to the "safe harbor" level under Section 280G so that

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the entire amount which is paid or provided to Employee shall be deductible notwithstanding the provisions of Section 280G of the Code.

6.06 No Attachment. Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect; provided, however, that nothing in this Section 6.06 shall

preclude the assumption of such rights by executors, administrators or other legal representatives of Employer or his estate and their assigning any rights hereunder to the person or persons entitled thereto.

6.07 Source of Payment. All payments provided for under this Agreement shall be paid in cash from the general funds of Employer. Employer shall not be required to establish a special or separate fund or other segregation of assets to assure such payments, and, if Employer shall make any investments to aid it in meeting its obligations hereunder, Employee shall have no right, title or interest whatever in or to any such investments except as may otherwise be expressly provided in a separate written instrument relating to such investments. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship, between Employer and Employee or any other person. To the extent that any person acquires a right to receive payments from Employer hereunder, such right, without prejudice to rights which employees may have, shall be no greater than the right of an unsecured creditor of Employer.

6.08 No Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a consent to or waiver of any subsequent breach hereof.

6.09 Headings. The Article and Section headings in this Agreement are for the convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

6.10 Governing Law; Jurisdiction; Jury Trial Waiver. Any and all actions or controversies arising out of this Agreement or Employee's employment, including, without limitation, tort claims, shall be construed and enforced in accordance with the internal laws of the State of Florida, without regard to the choice of law principles thereof. With respect to any such actions or controversies, Employer and Employee hereby (a) irrevocably consent and submit to the sole exclusive jurisdiction of the United States District Court for the Southern District of Florida or the Circuit Court in and for Palm Beach County, Florida (and of the appropriate appellate courts therefrom), (b) irrevocably waive, to the fullest extent permitted by law, any

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objection that any of them may now or hereafter have to the laying of the venue of any such actions or controversies in any such court or that any such any such actions or controversies which is brought in any such court has been brought in an inconvenient forum, and (c) irrevocably waive any right to request a trial by jury in any such actions or controversies and represents that such party has consulted with counsel specifically with respect to this waiver.

6.11 Validity. The invalidity or enforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision or provisions of this Agreement, which shall remain in full force and effect.

6.12 Employee Withholdings and Deductions. All payments to Employee hereunder shall be subject to such withholding and other employee deductions as may be required by law.

6.13 Counterparts. This Agreement may be executed in one more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

6.14 Agreement to Take Actions. Each party to this Agreement shall execute and deliver such documents, certificates, agreements and other instruments, and shall take all other actions, as may be reasonably necessary or desirable in order to perform his/her or its obligations under this Agreement.

IN WITNESS WHEREOF, Employer and Employee have duly executed this Agreement as of the date first written above.

EMPLOYER:

PMX Communities, Inc.

BY: /s/Michael C. Hiler
\-----------------------
Michael Hiler, Chief Executive Officer

EMPLOYEE:

/s/Mark Connell
\-----------------------
Mark Connell
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PMX Communities, Inc.
2011 STOCK AWARDS PLAN

Purpose. The purpose of the PMX Communities, Inc. 2011 Stock Awards Plan (the "Plan") is to provide a means through which PMX Communities, Inc., a Nevada corporation (the "Company"), and its subsidiaries, if any, may attract, retain and motivate employees, directors and persons affiliated with the Company and to provide a means whereby such persons can acquire and maintain stock ownership, thereby strengthening their concern for the welfare of the Company. A further purpose of the Plan is to provide such participants with additional incentive and reward opportunities designed to enhance the profitable growth and increase stockholder value of the Company. Accordingly, the Plan provides for granting Incentive Stock Options, options that do not constitute Incentive Stock Options, Stock Appreciation Rights, Restricted Stock Awards, Phantom Stock Awards, or any combination of the foregoing, as is best suited to the particular circumstances as provided herein.

Definitions. The following definitions shall be applicable throughout the Plan unless specifically modified by any paragraph:

(a) "Affiliates" means any "parent corporation" of the Company and any "subsidiary" of the Company within the meaning of Code Sections 424(e) and (f), respectively, and any entity which directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with the Company.

(b) "Award" means, individually or collectively, any Option, Restricted Stock Award, Phantom Stock Award or Stock Appreciation Right.

(c) "Board" means the Board of Directors of the Company.

(d) "Change of Control" means the occurrence of any of the following events: (i) the Company shall not be the surviving entity in any merger, consolidation or other reorganization (or survives only as a subsidiary of an entity other than a previously wholly- owned subsidiary of the Company), (ii) the Company sells, leases or exchanges all or substantially all of its assets to any other person or entity (other than a wholly-owned subsidiary of the Company), (iii) the Company is to be dissolved and liquidated, (iv) any person or entity, including a "group" as contemplated by Section 13(d)(3) of the 1934 Act, acquires or gains ownership or control (including, without limitation, power to vote) of more than 50% of the outstanding shares of the Company's voting stock (based upon voting power), or (v) as a result of or in connection with a contested election of directors, the persons who were directors of the Company before such election shall cease to constitute a majority of the Board.

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(e) "Change of Control Value" shall mean (i) the per share price offered to stockholders of the Company in any merger, consolidation, reorganization, sale of assets or dissolution transaction, (ii) the price per share offered to stockholders of the Company in any tender offer or exchange offer whereby a Change of Control takes place, or (iii) if a Change of Control occurs other than pursuant (i) or (ii) above, the Fair Market Value per share of the shares into which Awards are exercisable, as determined by the Committee, whichever is

applicable. In the event that the consideration offered to stockholders of the Company consists of anything other than cash, the Committee shall determine the fair cash equivalent of the portion of the consideration offered which is other than cash.

(f) "Code" means the Internal Revenue Code of 1986, as amended. Reference in the Plan to any section of the Code shall be deemed to include any amendments or successor provisions to any section and any regulations under such section.

(g) "Committee" means the Board or any Compensation Committee of the Board which shall be constituted (i) as to permit the Plan to comply with Rule 16b-3, and (ii) solely of "outside directors," within the meaning of Section 162(m) of the Code and applicable interpretive authority thereunder.

(h) "Company" means PMX Communities, Inc.

(i) "Director" means an individual elected to the Board by the stockholders of the Company or by the Board under applicable corporate law who is serving on the Board on the date the Plan is adopted by the Board or is elected to the Board after such date.

(j) An "employee" means any person (including an officer or a Director) in an employment relationship with the Company or any parent or subsidiary corporation (as defined in Section 424 of the Code).

(k) "1934 Act" means the Securities Exchange Act of 1934, as amended.

(l) "Fair Market Value" means, as of any specified date, the mean of the high and low sales prices of the Stock (i) reported by any interdealer quotation system on which the Stock is quoted on that date or (ii) if the Stock is listed on a national stock exchange, reported on the stock exchange composite tape on that date; or, in either case, if no prices are reported on that date, on the last preceding date on which such prices of the Stock are so reported. If the Stock is traded over the counter at the time a determination of its Fair Market Value is required to be made hereunder, its fair market value shall be deemed to be equal to the average between the reported high and low or closing

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bid and asked prices of Stock on the most recent date on which Stock was publicly traded. In the event Stock is not publicly traded at the time a determination of its value is required to be made hereunder, the determination of its fair market value shall be made by the Committee in such manner as it deems appropriate.

(m) "Holder" means a Participant who has been granted an Award.

(n) "Incentive Stock Option" means an incentive stock option within the meaning of Section 422(b) of the Code.

(o) "Nonqualified Stock Option" means an option granted under Section 7 of the Plan to purchase Stock that does not constitute an Incentive Stock Option.

(p) "Option" means an Award granted under Section 7 of the Plan and includes both Incentive Stock Options to purchase Stock and Nonqualified Stock Options to purchase Stock.

(q) "Option Agreement" means a written agreement between the Company and a Holder with respect to an Option.

(r) "Participant" means individually or collectively, an employee, member of the Board of Directors or person affiliated with the Company or any of its Affiliates, who participates in the Plan.

(s) "Phantom Stock Award" means an Award granted under Section 10 of the Plan.

(t) "Phantom Stock Award Agreement" means a written agreement between the Company and a Holder with respect to a Phantom Stock Award.

(u) "Reload Option" means the grant of a new Option to a Holder who exercises an Option(s) as provided in Section 7(f) of the Plan.

(v) "Restricted Stock Agreement" means a written agreement between the Company and a Holder with respect to a Restricted Stock Award.

(w) "Restricted Stock Award" means an Award granted under Section 9 of the Plan.

(x) "Rule 16b-3" means Rule 16b-3 promulgated by the Securities and Exchange Commission under the 1934 Act, as such may be amended from time to time, and any successor rule, regulation or statute fulfilling the same or a similar function.

(y) "Spread" means, in the case of a Stock Appreciation Right, an amount equal to the excess, if any, of the Fair Market Value of a share of Stock on the date such right is exercised over the price designated

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in such Stock Appreciation Right.

(z) "Stock" means the Common Stock par value, $.01 per share, of the Company.

(aa) "Stock Appreciation Right" means an Award granted under Section 8 of the Plan.

(bb) "Stock Appreciation Rights Agreement" means a written agreement between the Company and a Holder with respect to an Award of Stock Appreciation Rights.

3. Effective Date and Term. The Plan shall be effective upon its adoption by the Board, provided that the Plan has been or is approved by the stockholders of the Company within twelve months of its adoption by the Board. No further Awards may be granted under the Plan on or after the date which is ten years following the effective date. The Plan shall remain in effect until all Awards granted under the Plan have been satisfied or expired.

4. Administration. The Plan shall be administered by the Board or by the Committee as authorized by the Board (hereinafter where the term "Committee" is used "Board" shall be substituted, if no Committee has been established). Subject to the provisions of the Plan, the Committee shall have sole authority, in its discretion, to determine which Participant shall receive an Award, the time or times when such Award shall be made, whether an Incentive Stock Option, Nonqualified Option or Stock Appreciation Right shall be granted, the number of shares of Stock which may be issued under each Option, Stock Appreciation Right or Restricted Stock Award, and the value of each Phantom Stock Award. In making such determinations the Committee may take into account the nature of the services rendered by the respective Participants, their present and potential contributions to the Company's success and such other factors as the Committee in its discretion shall deem relevant. The Committee shall have such additional powers as are delegated to it by the other provisions of the Plan. Subject to the express provisions of the Plan, the Committee is authorized to construe the Plan and the respective agreements executed thereunder, to prescribe such rules and regulations relating to the Plan as it may deem advisable to carry out the Plan, and to determine the terms, restrictions and provisions of each Award, including such terms, restrictions and provisions as shall be requisite in the judgment of the Committee to cause designated Options to qualify as Incentive Stock Options, and to make all other determinations necessary or advisable for administering the Plan. The Committee may correct any defect or supply any omission or reconcile any inconsistency in any agreement relating to an Award in the manner and to the extent it shall deem expedient to carry it into effect. The determinations of the Committee on the matters referred to in this Section 4 shall be

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conclusive.

5. Shares Subject to the Plan. Subject to Section 11, the aggregate number of shares of Stock that may be issued under the Plan shall be 6,000,000 shares. The Stock to be offered pursuant to the grant of an Award may be authorized but unissued Stock or Stock previously issued and outstanding and reacquired by the Company. Shares of Stock shall be deemed to have been issued under the Plan only to the extent actually issued and delivered pursuant to an Award. To the extent that an Award lapses or the rights of its Holder terminate or the Award is paid in cash, any shares of Stock subject to such Award shall again be available for the grant of an Award. Separate stock certificates shall be issued by the Company for those shares acquired pursuant to the exercise of an Incentive Stock Option and for those shares acquired pursuant to the exercise of a Nonqualified Stock Option.

6. Eligibility. Awards may be granted only to persons who, at the time of grant, are employees, consultants, members of the Board or persons affiliated with the Company or any of its Affiliates. An Award may be granted on more than one occasion to the same person, and, subject to the limitations set forth in the Plan, such Award may include an Incentive Stock Option or a Nonqualified Stock Option, a Stock Appreciation Right, a Restricted Stock Award, a Phantom Stock Award or any combination thereof.

7. Stock Options.

(a) Option Period. The term of each Option shall be as specified by the Committee at the date of grant.

(b) Limitations on Exercise of Option. An Option shall be exercisable in whole or in such installments and at such times as determined by the Committee.

(c) Special Limitations on Incentive Stock Options. Incentive Stock Options may only be granted to employees of the Company and a parent or subsidiary thereof which is an Affiliate. To the extent that the aggregate Fair Market Value (determined at the time the respective Incentive Stock Option is granted) of Stock with respect to which Incentive Stock Options are exercisable for the first time by an individual during any calendar year (under all "incentive stock option" plans of the Company and its parent and subsidiary corporations) exceeds $100,000, the Incentive Stock Options covering shares of Stock in excess of $100,000 (but not Incentive Stock Options covering Stock up to $100,000) shall be treated as Nonqualified Stock Options as determined by the Committee. The Committee shall determine, in accordance with applicable provisions of the Code, Treasury Regulations and other administrative pronouncements, which of an optionee's Incentive Stock Options will not constitute Incentive Stock Options

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because of such limitation and shall notify the optionee of such determination as soon as practicable after such determination. No Incentive Stock Option shall be granted to an individual if, at the time the Option is granted, such individual owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or of its parent or subsidiary corporation, within the meaning of Section 422(b)(6) of the Code, unless (i) at the time such Option is granted the option price is at least 110% of the Fair Market Value of the Stock subject to the Option and (ii) such Option by its terms is not exercisable after the expiration of five years from the date of grant.

(d) Option Agreement. Each Option shall be evidenced by an Option Agreement in such form and containing such provisions not inconsistent with the provisions of the Plan as the Committee from time to time shall approve, including, without limitation, provisions to qualify an Incentive Stock Option under Section 422 of the Code. An Option Agreement may provide for the payment of the option price, in whole or in part, by the delivery of a number of shares of Stock (plus cash if necessary) having a Fair Market Value equal to such option price. Payment in full or in part may also be made by reduction in the number of shares of Stock issuable upon the exercise of an Option, based on the Fair Market Value of the shares of Stock on the date the Option is exercised. Each Option Agreement shall provide that the Option may not be exercised earlier than 30 days from the date of grant and shall specify the effect of termination of employment or service on the exercisability of the Option. Moreover, an Option Agreement may provide for a "cashless exercise" of the Option by establishing procedures whereby the Holder, by a properly-executed written notice, directs (i) an immediate market sale or margin loan respecting all or a part of the shares of Stock to which he is entitled upon exercise

pursuant to an extension of credit by the Company to the Holder of the option price, (ii) the delivery of the shares of Stock from the Company directly to a brokerage firm and (iii) the delivery of the option price from the sale or margin loan proceeds from the brokerage firm directly to the Company. Such Option Agreement may also include, without limitation, provisions relating to (i) vesting of Options, subject to the provisions hereof accelerating such vesting on a Change of Control, (ii) tax matters (including provisions (y) permitting the delivery of additional shares of Stock or the withholding of shares of Stock from those acquired upon exercise to satisfy federal or state income tax withholding requirements and (z) dealing with any other applicable employee wage withholding requirements), and (iii) any other matters not inconsistent with the terms and provisions of this Plan that the Committee shall in its sole discretion determine. The terms and conditions of the respective Option Agreements need not be identical.

(e) Option Price and Payment. The price at which a share of Stock may

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be purchased upon exercise of an Option shall be determined by the Committee, but such purchase price shall not be less than, in the case of Incentive Stock Options, the Fair Market Value of Stock subject to an Option on the date the Option is granted and (ii) such purchase price shall be subject to adjustment as provided in Section 11. The Option or portion thereof may be exercised by delivery of an irrevocable notice of exercise to the Company. The purchase price of the Option or portion thereof shall be paid in full in the manner prescribed by the Committee.

(f) Reload Options. The Committee shall have the authority to and, in its sole discretion may, specify at or after the time of grant of a Nonqualified Stock Option, that a Holder shall be automatically granted a Reload Option in the event such Holder exercises all or part of an original option ("Original Option") within five years of the date of grant of the Original Option, by means of, in accordance with Section 7(d) of this Plan, (i) a cashless exercise, (ii) a reduction in the number of shares of Stock issuable upon such exercise sufficient to pay the purchase price and the applicable withholding taxes, based on the Fair Market Value of the shares of Stock on the date the Option is exercised, or (iii) surrendering to the Company already owned shares of Stock in full or partial payment of the purchase price under the Original Option and the applicable withholding taxes. The grant of Reload Options shall be subject to the availability of shares of Stock under this Plan at the time of exercise of the Original Option and to the limits provided for in Section 5 of this Plan. The Committee shall have the authority to determine the terms of any Reload Options granted.

(g) Stockholder Rights and Privileges. The Holder shall be entitled to all the privileges and rights of the stockholder only with respect to such shares of Stock as have been purchased under the Option and for which certificates of stock have been registered in the Holder's name.

(h) Options and Rights in Substitution for Stock Options Granted by Other Corporations. Options and Stock Appreciation Rights may be granted under the Plan from time to time in substitution for stock

options held by individuals employed by corporations who become employees as a result of a merger or consolidation of the employing corporation with the Company or any subsidiary, or the acquisition by the Company or a subsidiary of the assets of the employing corporation, or the acquisition by the Company or a subsidiary of stock of the employing corporation with the result that such employing corporation becomes a subsidiary.

8. Stock Appreciation Rights.

(a) Stock Appreciation Rights. A Stock Appreciation Right is the

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right to receive an amount equal to the Spread with respect to a share of Stock upon the exercise of such Stock Appreciation Right. Stock Appreciation Rights may be granted in connection with the grant of an Option, in which case the Option Agreement will provide that the Stock Appreciation Right shall be cancelled when and to the extent the related Option is exercised and that exercise of Stock Appreciation Rights will result in the surrender of the right to purchase the shares under the Option as to which the Stock Appreciation Rights were exercised. Alternatively, Stock Appreciation Rights may be granted independently of Options in which case each Award of Stock Appreciation Rights shall be evidenced by a Stock Appreciation Rights Agreement which shall contain such terms and conditions as may be approved by the Committee. The Spread with respect to a Stock Appreciation Right shall be payable in cash, shares of Stock with a Fair Market Value equal to the Spread or in a combination of cash and shares of Stock, at the election of the Holder. With respect to Stock Appreciation Rights that are subject to Section 16 of the 1934 Act, however, the Committee shall, except as provided in Section 11(c), retain sole discretion (i) to determine the form in which payment of the Stock Appreciation Right will be made (i.e., cash, securities or a combination thereof) or (ii) to approve an election by a Holder to receive cash in full or partial settlement of Stock Appreciation Rights. Each Stock Appreciation Rights Agreement shall provide that the Stock Appreciation Rights may not be exercised earlier than 30 days from the date of grant and shall specify the effect of termination of employment on the exercisability of the Stock Appreciation Rights.

(b) Other Terms and Conditions. At the time of such Award, the Committee, may in its sole discretion, prescribe additional terms, conditions or restrictions relating to Stock Appreciation Rights, including but not limited to rules pertaining to termination of employment (by retirement, disability, death or otherwise) or termination of service of a Holder prior to the expiration of such Stock Appreciation Rights. Such additional terms, conditions or restrictions shall be set forth in the Stock Appreciation Rights Agreement made in conjunction with the Award. Such Stock Appreciation Rights Agreements may also include, without limitation, provisions relating to (i) vesting of Awards, subject to the provisions hereof accelerating vesting on a Change of Control, (ii) tax matters (including provisions covering applicable wage withholding requirements), and (iii) any other matters not inconsistent with the

terms and provisions of this Plan, that the Committee shall in its sole discretion determine. The terms and conditions of the respective Stock Appreciation Rights Agreements need not be identical.

(c) Award Price. The award price of each Stock Appreciation Right shall be determined by the Committee, but such award price (i) shall not be less than the Fair Market Value of a share of Stock on the date

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the Stock Appreciation Right is granted (or such greater exercise price as may be required if such Stock Appreciation Right is granted in connection with an Incentive Stock Option that must have an exercise price equal to 110% of the Fair Market Value of the Stock on the date of grant pursuant to Section 7(c)), and (ii) shall be subject to adjustment as provided in Section 11.

(d) Exercise Period. The term of each Stock Appreciation Right shall be as specified by the Committee at the date of grant.

(e) Limitations on Exercise of Stock Appreciation Right. A Stock Appreciation Right shall be exercisable in whole or in such installments and at such times as determined by the Committee.

9. Restricted Stock Awards.

(a) Forfeiture Restrictions to be established by the Committee. Shares of Stock that are the subject of a Restricted Stock Award shall be subject to restrictions on disposition by the Holder and an obligation of the Holder to forfeit and surrender the shares to the Company under certain circumstances (the "Forfeiture Restrictions"). The Forfeiture Restrictions shall be determined by the Committee in its sole discretion, and the Committee may provide that the Forfeiture Restrictions shall lapse upon (i) the attainment of business objectives established by the Committee that are based on (1) the price of a share of Stock, (2) the Company's earnings per share, (3) the Company's revenue, (4) the revenue of a business unit of the Company designated by the Committee, (5) the return on stockholders' equity achieved by the Company, (6) the Company's pre-tax cash flow from operations, or (7) similar criteria established by the Committee, (ii) the Holder's continued employment with the Company for a specified period of time, or (iii) other measurements of individual, business unit or Company performance. Each Restricted Stock Award may have different Forfeiture Restrictions, in the discretion of the Committee. The Forfeiture Restrictions applicable to a particular Restricted Stock Award shall not be changed except as permitted by Section 9(b) or Section 11.

(b) Other Terms and Conditions. Stock awarded pursuant to a Restricted Stock Award shall be represented by a stock certificate registered in the name of the Holder of such Restricted Stock Award. The Holder shall have the right to receive dividends with respect to Stock subject to a Restricted Stock Award, to vote Stock subject thereto and to enjoy all other stockholder rights, except that (i) the Holder shall not be entitled to delivery of the stock certificate until the Forfeiture Restrictions shall have expired, (ii) the Company shall retain custody of the Stock until the Forfeiture Restrictions shall have expired, (iii) the Holder may not sell, transfer, pledge,

exchange, hypothecate or otherwise dispose of the Stock until the

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Forfeiture Restrictions shall have expired, and (iv) a breach of the terms and conditions established by the Committee pursuant to the Restricted Stock Agreement, shall cause a forfeiture of the Restricted Stock Award. At the time of such Award, the Committee may, in its sole discretion, prescribe additional terms, conditions or restrictions relating to Restricted Stock Awards, including, but not limited to, rules pertaining to the termination of employment (by retirement, disability, death or otherwise) or termination of service of a Holder prior to expiration of the Forfeiture Restrictions. Such additional terms, conditions or restrictions shall be set forth in a Restricted Stock Agreement made in conjunction with the Award. Such Restricted Stock Agreement may also include, without limitation, provisions relating to (i) subject to the provisions hereof accelerating vesting on a Change of Control, vesting of Awards, (ii) tax matters (including provisions (y) covering any applicable employee wage withholding requirements and (z) prohibiting an election by the Holder under Section 83(b) of the Code), and (iii) any other matters not inconsistent with the terms and provisions of this Plan that the Committee shall in its sole discretion determine. The terms and conditions of the respective Restricted Stock Agreements need not be identical.

(c) Payment for Restricted Stock. The Committee shall determine the amount and form of any payment for Stock received pursuant to a Restricted Stock Award, provided that in the absence of such a determination, a Holder shall not be required to make any payment for Stock received pursuant to a Restricted Stock Award, except to the extent otherwise required by law.

(d) Agreements. At the time any Award is made under this Section 9, the Company and the Holder shall enter into a Restricted Stock Agreement setting forth each of the matters as the Committee may determine to be appropriate. The terms and provisions of the respective Restricted Stock Agreements need not be identical.

10. Phantom Stock Awards.

(a) Phantom Stock Awards. Phantom Stock Awards are rights to receive an amount equal to the Fair Market Value of Stock over a specified period of time, which vest over a period of time or upon the occurrence of an event (including without limitation a Change of Control) as established by the Committee, without payment of any amounts by the Holder thereof (except to the extent otherwise required by law). Each Phantom Stock Award may have a maximum value established by the Committee at the time of such Award.

(b) Award Period. The Committee shall establish, with respect to and at the time of each Phantom Stock Award, a period over which or the event upon which the Award shall vest with respect to the Holder.

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(c) Awards Criteria. In determining the value of Phantom Stock Awards, the Committee shall take into account a Participant's responsibility level, performance, potential, other Awards and such other considerations as it deems appropriate.

(d) Payment. Following the end of the vesting period for a Phantom Stock Award, the Holder of a Phantom Stock Award shall be entitled to receive payment of an amount, not exceeding the maximum value of the Phantom Stock Award, based on the then vested value of the Award. Payment of a Phantom Stock Award may be made in cash, stock, services or a combination thereof as determined by the Committee. Payment shall be made in a lump sum or in installments as prescribed by the Committee in its sole discretion. Any payment to be made in Stock shall be based on the Fair Market Value of the Stock on the payment date. Cash dividend equivalents may be paid during or after the vesting period with respect to a Phantom Stock Award, as determined by the Committee and as provided in the Phantom Stock Award Agreement. If a payment of cash is to be made on a deferred basis, the Committee shall establish whether interest shall be credited, the rate thereof and any other terms and conditions applicable thereto.

(e) Termination of Employment or Service. A Phantom Stock Award shall terminate if the Holder does not remain continuously in the employ or in the service of the Company at all times during the applicable vesting period, except as may be otherwise determined by the Committee or as set forth in the Award at the time of grant.

(f) Agreements. At the time any Award is made under this Section 10, the Company and the Holder shall enter into a Phantom Stock Award Agreement setting forth each of the matters contemplated hereby and such matters described in this Section 10 as the Committee may determine to be appropriate. The terms and provisions of the respective agreements need not be identical.

11. Recapitalization and Reorganization.

(a) The shares with respect to which Awards may be granted are shares of Stock as presently constituted, but if, and whenever, prior to the expiration of an Award theretofore granted, the Company shall effect a subdivision or consolidation by the Company of the shares of Stock, then the number of shares of Stock with respect to which such Award may thereafter be exercised or satisfied, as applicable, (i) in the event of an increase in the number of outstanding shares, shall be proportionately increased, and the purchase price per share shall be proportionately reduced, and (ii) in the event of a reduction in the number of outstanding shares, shall be proportionately reduced, and the purchase price per share shall be proportionately increased.

(b) If the Company recapitalizes or otherwise changes its capital

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structure, thereafter upon any exercise or satisfaction, as applicable, of an Award theretofore granted, the Holder shall be entitled to (or entitled to purchase, if applicable) under such Award, in lieu of the number of shares of Stock then covered by such Award, the number and class of shares of stock and securities to which the Holder would have been entitled pursuant to the terms of the recapitalization if,

immediately prior to such recapitalization, the Holder had been the holder of record of the number of shares of Stock then covered by such Award.

(c) In the event of a Change of Control, all outstanding Awards shall immediately vest and become exercisable or satisfiable, as applicable. The Committee, in its discretion, may determine that upon the occurrence of a Change of Control, each Award other than an Option outstanding hereunder shall terminate within a specified number of days after notice to the Holder, and such Holder shall receive, with respect to each share of Stock subject to such Award, cash in an amount equal to the excess, if any, of the Change of Control Value over the exercise price, if any, applicable to the Award. Further, in the event of a Change of Control, the Committee, in its discretion shall act to effect one or more of the following alternatives with respect to outstanding Options, which may vary among individual Holders and which may vary among Options held by any individual Holder: (i) determine a limited period of time on or before a specified date (before or after such Change of Control) after which specified date all unexercised Options and all rights of Holders thereunder shall terminate, (2) require the mandatory surrender to the Company by selected Holders of some or all of the outstanding Options held by such Holders (irrespective of whether such Options are then exercisable under the provisions of the Plan) as of a date, before or after such Change of Control, specified by the Committee, in which event the Committee shall thereupon cancel such Options and the Company shall pay to each Holder an amount of cash per share equal to the excess, if any, of the Change of Control Value of the shares subject to such Option over the exercise price(s) under such Options for such shares, (3) make such adjustments to Options then outstanding as the Committee deems appropriate to reflect such Change of Control (provided, however, that the Committee may determine in its sole discretion that no adjustment is necessary to Options then outstanding) or (4) provide that thereafter upon any exercise of an Option theretofore granted the Holder shall be entitled to purchase under such Option, in lieu of the number of shares of Stock then covered by such Option the number and class of shares of stock or other securities or property (including, without limitation, cash) to which the Holder would have been entitled pursuant to the terms of the agreement of merger, consolidation or sale of assets and dissolution if, immediately prior to such merger, consolidation or sale of assets and dissolution the Holder has been the holder of record of the number of shares of Stock then covered by such Option. The provisions

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contained in this paragraph shall not terminate any rights of the Holder to further payments pursuant to any other agreement with the Company following a Change of Control.

(d) In the event of changes in the outstanding Stock by reason of recapitalization, reorganizations, mergers, consolidations, combinations, exchanges or other relevant changes in capitalization occurring after the date of the grant of any Award and not otherwise provided for by this Section 11, any outstanding Awards and any agreements evidencing such Awards shall be subject to adjustment by the Committee at its discretion as to the number and price of shares of Stock or other consideration subject to such Awards. In the event of

any such change in the outstanding Stock, the aggregate number of shares available under the Plan may be appropriately adjusted by the Committee, whose determination shall be conclusive.

(e) The existence of the Plan and the Awards granted hereunder shall not affect in any way the right or power of the Board or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of debt or equity securities ahead of or affecting Stock or the rights thereof, the dissolution or liquidation of the Company or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding.

(f) Any adjustment provided for in Subparagraphs (a), (b), (c) or (d) above shall be subject to any required stockholder action.

(g) Except as hereinbefore expressly provided, the issuance by the Company of shares of stock of any class or securities convertible into shares of stock of any class, for cash, property, labor or services, upon direct sale, upon the exercise of rights or warrants to subscribe therefore or the granting of any later Awards under the Plan or any other stock plan, or upon conversion of shares of obligations of the Company convertible into such shares or other securities, and in any case whether or not for fair value, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of shares of Stock subject to Awards theretofore granted or the purchase price per share, if applicable.

12. Amendment and Termination. The Board in its discretion may terminate the Plan at any time with respect to any shares for which Awards have not theretofore been granted. The Board shall have the right to alter or amend the Plan or any part thereof from time to time; provided that no change in any Award theretofore granted may be made which would impair the rights of the Holder without the consent of the

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Holder (unless such change is required in order to cause the benefits under the Plan to qualify as performance-based compensation within the meaning of Section 162(m) of the Code and applicable interpretive authority thereunder).

13. Miscellaneous.

(a) No Right to An Award. Neither the adoption of the Plan by the Company nor any action of the Board or the Committee shall be deemed to give a Participant any right to be granted an Award to purchase Stock, a right to a Stock Appreciation Right, a Restricted Stock Award or a Phantom Stock Award or any of the rights hereunder except as may be evidenced by an Award or by an Option Agreement, Stock Appreciation Rights Agreement, Restricted Stock Agreement or Phantom Stock Award Agreement on behalf of the Company, and then only to the extent and on the terms and conditions expressly set forth therein. The Plan shall be

unfunded. The Company shall not be required to establish any special or separate fund or to make any other segregation of funds or assets to assure the payment of any Award.

(b) No Employment Rights Conferred. Nothing contained in the Plan shall (i) confer upon any Participant any right to continue as an employee or person affiliated with the Company or any subsidiary or (ii) interfere in any way with the right of the Company or any subsidiary to terminate his or her employment or consulting arrangement at any time.

(c) Other Laws; Withholding. The Company shall not be obligated to issue any Stock pursuant to any Award granted under the Plan at any time when the shares covered by such Award have not been registered under the Securities Act of 1933 and such other state and federal laws, rules or regulations as the Company or the Committee deems applicable and, in the opinion of legal counsel for the Company, there is no exemption from the registration requirements of such laws, rules or regulations available for the issuance and sale of such shares. No fractional shares of Stock shall be delivered, nor shall any cash in lieu of fractional shares be paid. The Company shall have the right to deduct in connection with all Awards any taxes required by law to be withheld and to require any payments required to enable it to satisfy its withholding obligations.

(d) No Restriction on Corporate Action. Nothing contained in the Plan shall be construed to prevent the Company or any subsidiary from taking any corporate action which is deemed by the Company or such subsidiary to be appropriate or in its best interest, whether or not such action would have an adverse effect on the Plan or any Award made under the Plan. No Participant, beneficiary or other person shall have any claim against the Company or any subsidiary as a result of any such action.

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(e) Restrictions on Transfer. Except as otherwise determined by the Committee in cases other than in connection with Incentive Stock Options, an Award shall not be transferable otherwise than by will or the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined by the Code or Title I of the Employee Retirement Income Security Act of 1974, as amended, or the rules thereunder, and shall be exercisable during the Holder's lifetime only by such Holder or the Holder's guardian or legal representative.

(f) Rule 16b-3. It is intended that the Plan and any grant of an Award made to a person subject to Section 16 of the 1934 Act meet all of the requirements of Rule 16b-3. If any provision of the Plan or any such Award would disqualify the Plan or such Award under, or would otherwise not comply with, Rule 16b-3, such provision or Award shall be construed or deemed amended to conform to Rule 16b-3.

(g) Section 162(m). If the Plan is subject to Section 162(m) of the Code, it is intended that the Plan comply fully with and meet all the requirements of Section 162(m) of the Code so that Options and Stock Appreciation Rights granted hereunder and, if determined by the Committee, Restricted Stock Awards, shall constitute "performance-

based" compensation within the meaning of such section. If any provision of the Plan would disqualify the Plan or would not otherwise permit the Plan to comply with Section 162(m) as so intended, such provision shall be construed or deemed amended to conform to the requirements or provisions of Section 162(m); provided that no such construction or amendment shall have an adverse effect on the economic value to a Holder of any Award previously granted hereunder.

(h) Governing Law. This Plan shall be construed in accordance with the laws of the State of Nevada.

14. Burden and Benefit

The terms and provisions of this Plan shall be binding upon, and shall inure to the benefit of, each Participant, his executives or administrators, heirs, and personal and legal representatives.

Dated the 5th day of August 2011.

PMX Communities, Inc.

By: /s/Mark Connell

Mark Connell, CEO

ATTEST:

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/s/Alfredo Cortellini

Alfredo Cortellini, CTO

EXHIBIT A
FORM OF
GRANT OF OPTION PURSUANT TO THE
PMX COMMUNITIES, INC. 2011 STOCK OPTION PLAN

PMX Communities, Inc., a Nevada corporation (the "Company"), hereby grants to ________________________________ ("Optionee") an option to purchase ___________ shares of common stock, $.20 par value (the "Shares") of the Company at the purchase price of $______ per share (the "Purchase Price") in accordance with and subject to the terms and conditions of the PMX Communities, Inc. 2011 Stock Option Plan. This option is exercisable in whole or in part, and upon payment in cash or cancellation of fees, or other form of payment acceptable to the Company, to the offices of the Company at 7777 West Glades Road, Suite 100, Boca Raton, FL 33434. This Grant of Option form supersedes and replaces any prior notice of option grant, description of vesting terms or similar documents previously delivered to Optionee for options granted on the date stated below.

Unless otherwise set forth in a separate employment or consulting agreement executed prior to April 10, 2001, in the event that Optionee's employee or consultant status with the Company or any of its subsidiaries ceases or terminates for any reason whatsoever, including, but not limited to, death, disability, or voluntary or involuntary cessation or termination, this Grant of Option shall terminate with respect to any portion of this Grant of Option that has not vested prior to the date of cessation or termination of employee or consultant status, as determined in the sole discretion of the Company. In the event of termination for cause, this Grant of Option shall immediately terminate in full with respect to any un-exercised options, and any vested but un-exercised options shall immediately expire and may not be exercised. Unless otherwise set forth in a separate employment or consulting agreement, vested options must be exercised within one (1) year after the date of termination (other than for cause), notwithstanding the Expiration Date set forth above.

Subject to the preceding paragraph, this Grant of Option, or any portion hereof, may be exercised only to the extent vested per the attached schedule, and must be exercised by Optionee no later than ______________________ (the "Expiration Date") by (i) notice in writing, sent by facsimile copy to the Company at its address set forth

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above; and (ii) payment of the Purchase Price of a minimum of $1,000 (unless the Purchase price for the exercise of all vested options available to be exercised totals less than $1,000) pursuant to the terms of this Grant of Option and the Company's Employee Benefit and Consulting Services Compensation Plan. Any portion of this Grant of Option that is not exercised on or before to the Expiration Date shall lapse. The notice must refer to this Grant of Option, and it must specify the number of shares being purchased, and recite the consideration being paid therefor. Notice shall be deemed given on the date on which the notice is delivered to the Company by facsimile transmission bearing an authorized signature of Optionee.

This Option shall be considered validly exercised once payment therefore has cleared the banking system or the Company has issued a credit memo for services in the appropriate amount, or receives a duly executed acceptable promissory note, if the Option is granted with deferred payment, and the Company has received written notice of such exercise.

If Optionee fails to exercise this Option in accordance with this Agreement, then this Agreement shall terminate and have no force and effect, in which event Optionor and Optionee shall have no liability to each other with respect to this Grant of Option.

This Option may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The validity, construction and enforceability of this Grant of Option shall be construed under and governed by the laws of the state of Florida, without regard to its rules concerning conflicts of laws, and any action brought to enforce this Grant of Option or resolve any controversy, breach or disagreement relative hereto shall be brought only in a court of competent jurisdiction in the State of Florida.

Unless otherwise set forth in a separate employment or consulting agreement, the shares of stock issuable upon exercise of the Option (the "Underlying Shares") are not subject to adjustment due to any changes in the capital structure of the Company as set forth in Section 15 of the Plan. Further, the Underlying Shares may not be sold, exchanged, assigned, transferred or permitted to be transferred, whether voluntarily, involuntarily or by operation of law, delivered, encumbered, discounted, pledged, hypothecated or otherwise disposed of until (i) the Underlying Shares have been registered with the Securities and Exchange Commission pursuant to an effective registration statement on Form S-8, or such other form as may be appropriate, in the discretion of the Company; or (ii) an Opinion of

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Counsel, satisfactory to the Company, has been received, which opinion sets forth the basis and availability of any exemption for resale or transfer from federal or state securities registration requirements.

The Underlying Shares ___________________ [insert appropriate language: "have" or "have not"] been registered with the Securities and Exchange Commission pursuant to a registration statement on Form S-8.

This Grant of Option relates to options granted on____________________, 20___.

PMX Communities, Inc.

BY THE BOARD OF DIRECTORS
OR A SPECIAL COMMITTEE THEREOF

NOT FOR EXECUTION
By: ----------------------------

NOT FOR EXECUTION
By: ----------------------------

NOT FOR EXECUTION
By: ----------------------------

OPTIONEE:

NOT FOR EXECUTION

PMX Communities, Inc. 2011 Stock Award Plan

Grant of Option Pursuant to the PMX Communities, Inc. 2011 Stock Award Plan dated June 27, 2011.

OPTIONEE: -----------------------------

OPTIONS GRANTED: -----------------------------

PURCHASE PRICE: $ ------ per Share

DATE OF GRANT: -----------------------------

EXERCISE PERIOD: to

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EXERCISED TO DATE: INCLUDING THIS EXERCISE

BALANCE TO BE EXERCISED:

FORM OF SUBSCRIPTION
(TO BE SIGNED ONLY UPON EXERCISE OF THE OPTION)

TO: PMX Communities, Inc. ("Optionor")

The undersigned, the holder of the Option described above, hereby irrevocably elects to exercise the purchase rights represented by such Option for, and to purchase thereunder, ___________ shares of the Common Stock of PMX Communities, Inc., and herewith makes payment of _____________ therefor. Optionee requests that the certificates for such shares be issued in the name of Optionee and be delivered to Optionee at the address of

____
____, and if such shares shall not be all of the shares purchasable hereunder, represents that a new Subscription of like tenor for the appropriate balance of the shares, or a portion thereof, purchasable under the Grant of Option pursuant to the PMX Communities, Inc. 2011 Stock Award Plan, be delivered to Optionor when and as appropriate.

OPTIONEE:

NOT FOR EXECUTION

Dated:
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