

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 18-80106-Civ-Middlebrooks/Brannon

GLOBAL DIGITAL SOLUTIONS, INC.,

Plaintiff,

vs.

GRUPO RONTAN ELECTRO METALURGICA, S.A.,
JOAO ALBERTO BOLZAN, and
JOSE CARLOS BOLZAN,

Defendants.

**PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION TO DISMISS FOR
LACK OF PERSONAL JURISDICTION, FOR *FORUM NON CONVENIENS*,
AND FOR FAILURE TO STATE A CLAIM**

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INTRODUCTION

This action arises from the breach of an agreement (“SPA”) for the sale to plaintiff Global Digital Solutions, Inc. of the stock in defendant Grupo Rontan Electro Metalurgica, S.A. (“Rontan”). The defendants’ motion to dismiss fails for the following reasons:

First, the defendants are subject to Florida’s long-arm jurisdiction statute because the SPA specifically required that the shares of Rontan stock be transferred to GDSI at the closing of the transaction *in Boca Raton, Florida*. Accordingly, when the defendants refused to close the transaction and transfer the shares to GDSI, they breached the SPA by failing to perform an act required by the SPA to be performed in Florida, subjecting them to long-arm jurisdiction under Fla. Stat. § 48.193(1)(a)(7).¹

Second, the exercise of personal jurisdiction over the defendants satisfies Constitutional Due Process. The SPA was negotiated in Florida. Not a single meeting to negotiate the SPA was held in Brazil. On the other hand, every single meeting between GDSI and the defendants to negotiate the SPA took place in Florida. The initial contact between GDSI and Rontan occurred when a Rontan representative approached a GDSI representative at a trade show in Florida. After that, six meetings, spanning twelve days, between GDSI and the defendants about a potential contract took place in Florida. They involved the negotiation of the most critical aspects of the deal: the structure, price, and procurement of outside investment. In several of these Florida meetings, defendants’ representatives met with GDSI’s executives and investment consultants and participated in the pitch to the Florida-based investor that ultimately agreed to fund the transaction. In addition to traveling to Florida, the defendants participated in at least 27 scheduled telephone conferences and sent over 100 emails to GDSI’s in Florida concerning the transaction. And evidencing the Florida-focus of the transaction, both the Letter of Intent (“LOI”) and SPA executed by the defendants provided that Florida law would govern. Due to these extensive contacts with Florida, the exercise of personal jurisdiction over each of the defendants comports with Due Process.

¹ In its complaint, GDSI alleges that personal jurisdiction is also appropriate pursuant to Fla. Stat. §§ 48.193(1)(a)(1) and 48.193(2). As more fully discussed, *infra*, in the event the Court determines that the defendants are not subject to long-arm jurisdiction under Fla. Stat. § 48.193(1)(a)(7), GDSI moves for leave to take limited discovery on the defendants’ amenability to jurisdiction under these sections of Florida’s long-arm statute. *Sovereign Offshore Services, LLC v. Shames*, 2017 WL 7798664, at *2 (S.D. Fla. August 3, 2017) (Middlebrooks, J.)

Third, the defendants have fallen far short of coming forward with “evidence of unusually extreme circumstances” that could “thoroughly convince[] [the Court] that material injustice is manifest” unless it exercises its discretion under the doctrine of *forum non conveniens* “to deny a United States citizen access to the courts of this country.” *C.A. La Seguridad v. Transytur Line*, 707 F.2d 1304, 1308 n.7 (11th Cir. 1983). GDSI is a New Jersey corporation with its principal place of business in Florida and the defendants’ conclusory and unsupported assertions cannot overcome the “strong presumption that a United States citizen will not be ousted from the courts of this country....” *SME Racks, Inc. v. Sistema Mecanicos Para Electronica, S.A.*, 382 F.3d 1097, 1099 (11th Cir. 2004).

Finally, GDSI has properly pled the elements of its claim for breach of contract, in addition to the fact that it has performed all of its obligations under the SPA or that those obligations have been waived. It has thus stated a claim upon which relief can be granted.

I. FACTUAL BACKGROUND²

A. The Negotiation of the SPA Occurred in Florida.

GDSI is a New Jersey corporation with its principal place of business in Palm Beach County, Florida. (Compl. at ¶ 3.) It is in the business of providing security and technology solutions. (*Id.* at ¶ 10.) With the intent to grow its business, in 2014 “GDSI acquired North American Custom Specialty Vehicles, LLC (“NACSV”), a company based in Melbourne, Florida that was in the business of building mobile command and specialty vehicles.” (Trevino at ¶ 4.) On October 25-28, 2014, GDSI was an exhibitor at the International Association of Chiefs of Police Conference (“IACP Conference”), held that year in Orlando, Florida, where companies “showcase products and services designed to assist law enforcement organizations.” (*Id.*)

On October 26, 2014, Ross L. Trevino (“Trevino”), GDSI’s Vice President of Mergers and Acquisitions, was at GDSI’s exhibitor’s booth at the IACP Conference when he was approached by Agustin Caminoa (“Caminoa”), who was the “Regional General Manager for Rontan Signals, Law Enforcement & Amber Divisions,” with an address in Doral, Florida. (*Id.* at ¶ 5.) During the ensuing conversation, Caminoa advised Trevino that he was affiliated with Rontan and the two discussed the business of GDSI and Rontan. (*Id.*) Caminoa again visited Trevino at the GDSI booth the next day, October 27th. (*Id.*)

² Citations to “Compl.” are to GDSI’s complaint in this action. Citations to “Trevino” are to the Declaration of Ross L. Trevino, which is attached to this Opposition as Exhibit 1.

After the IACP Conference, Caminoa called Trevino and they met again when, on December 16, 2014, Caminoa travelled to the offices of NACSV, GDSI's newly-acquired subsidiary in Melbourne. (*Id.* at ¶ 6.) At that meeting, Caminoa suggested that Trevino travel the next day, December 17th, to Doral, Florida to meet with Edigimar Antonio Maximiliano Junior ("Maximiliano"), who was Rontan's Chief Executive Officer. (*Id.* at ¶ 6.) Trevino did so and, at that meeting, was informed by Maximiliano that he had been "tasked by Rontan's three shareholders with selling the company"; the shareholders at the time were defendant Jose Carlos Bolzan ("JC Bolzan), defendant Joao Alberto Bolzan ("JA Bolzan" and, with JC Bolzan, the "Bolzan Brothers"), and Antonio Carlos de Angelo.³ (*Id.* at ¶ 7.) Trevino advised Maximiliano that "GDSI might be interested in acquiring Rontan" and inquired "whether he could stay in Florida another day to further discuss the topic." (*Id.*) Maximiliano did and the next day he traveled to Palm Beach County and met with Trevino and Richard Sullivan ("Sullivan"), who at the time was GDSI's Chief Executive Officer. (*Id.* at ¶¶ 7-8.) At that meeting, Maximiliano "reiterated that Rontan's three shareholders had directed him to find buyers for their shares" in Rontan, and he discussed with Sullivan and Trevino the possibility of GDSI acquiring Rontan. (*Id.* at 8.)

Maximiliano flew back to Florida and on December 23, 2014 met with Sullivan, Trevino, and Ed Wang ("Wang"). (*Id.* at 9.) Wang was an advisor for GDSI in the area of private equity transactions. (*Id.*) His inclusion in the meeting reflected the significance of the discussions held with respect to the possible acquisition of Rontan. (*Id.*) At the meeting, the participants "discussed and engaged in negotiations concerning the structure and financial components of a potential acquisition by GDSI of shares in Rontan." (*Id.* at ¶ 10.) At the conclusion of the meeting, Maximiliano advised GDSI's representatives that he would provide them with a proposal for the share purpose. (*Id.*) On December 29th he sent to Trevino in Florida an email "outlining the structure of proposed deal that would potentially leave GDSI with a 51% majority stake in Rontan." (*Id.*) On January 6, 2015, Maximiliano sent yet another email to Trevino in Florida, to which he attached a document setting out the proposed structure and pricing of the deal. (*Id.* at ¶ 11.) On January 22nd, Maximiliano sent GDSI in Florida a document setting out a proposed deal structure, executed by Rontan and the Bolzan Brothers. (*Id.*) In response, GDSI sent Maximiliano

³ de Angelo's shares in Rontan were bought out by the Bolzan Brothers prior to the execution of the SPA and he is not a defendant a party to this action. (Trevino at ¶ 21.)

a proposed term sheet and, on March 6th, Maximiliano returned it countersigned by Rontan and the Bolzan Brothers. (*Id.* at ¶ 12.)

Because Maximiliano had been advised that GDSI intended to secure outside funding from a United States investor to assist with the purchase of the shares, he offered to participate in the “road show” GDSI expected to undertake in order to raise funding for the acquisition. (*Id.* at ¶ 11.) On March 10, 2015, Maximiliano sent Trevino in Florida two presentations Rontan expected to make to these potential investors. (*Id.* at ¶ 13.) One of the presentations was in Portuguese and, knowing that the investors would be in the United States, Maximiliano stated in his cover email that it was “unnecessary to mention that everything will be in English.” (*Id.*)

Representatives of the parties met again in Florida over the course of three days, March 16th, 17th, and 18th. (*Id.* at ¶ 14.) Attesting to the significance of these meetings, they were attended by not only Maximiliano, but also by Alexandre Goncalves, Rontan’s Chief Operating Officer. (*Id.* at ¶ 15.) Also in attendance, in addition to Sullivan and Trevino, were two members of GDSI’s advisory board with respect to the acquisition, Wang and Matt Kelley (“Kelley”). (*Id.*) Over the course of the three days, the parties continued to negotiate both the terms and structure of the transaction and also worked on the presentation to United States investors. (*Id.*) To that end, Maximiliano and Goncalves brought with them a presentation to potential investors and a report on Rontan’s finances prepared by PriceWaterhouseCoopers (“PwC”). (*Id.*) The presentation included extensive financial information and analysis. (*Id.*) As reflected in Maximiliano’s notes, during the meetings the topics discussed by the parties included market penetration in the United States and the creation of jobs in the United States. (*Id.*)

The parties, including Goncalves and Maximiliano, next met on March 26 and 27, 2015. (*Id.* at ¶ 17.) These meetings were again held in Florida—Goncalves flew into Miami and Maximiliano flew into West Palm Beach. (*Id.*) In addition to meeting with each other to continue to negotiate the transaction, they met with Joseph DaGrosa (“DaGrosa”), the co-founder of General American Capital Partners, LLC (“GACP”), the entity that would eventually enter into a funding agreement with GDSI. (*Id.* at ¶ 18.) To assist with the effort to secure funding from GACP, Goncalves and Maximiliano made a presentation to DaGrosa about Rontan, including its revenues, order pipeline, and expected future performance.⁴ (*Id.*) To continue the negotiation of the

⁴ Following these Florida meetings, Kelley sent Maximiliano a letter to be signed by the three then-shareholders, including the Bolzan Brothers, which advised them of GACP’s decision to invest in

transaction, on May 11, 2015 Maximiliano met—for the fifth time—with GDSI’s representatives in Florida. (*Id.* at ¶ 20.) In addition to meeting with Sullivan and Trevino, he met with Kelley, the GDSI advisory board member focused on capital-raising activities, and DaGrosa, the GACP principal. (*Id.* at ¶ 20.)

After these lengthy negotiations in Florida, on September 25, 2015, GDSI, Rontan, and the Bolzan Brothers signed a letter of intent (“LOI”) for GDSI’s acquisition of 100% of the shares of Rontan. Maximiliano and JC Bolzan executed the LOI in Palm Beach, Florida. (*Id.* at ¶ 22.) Also in attendance was Daniela C. Bolzan Costa (“Bolzan Costa”), Rontan’s Executive Director (and the daughter of JC Bolzan). (*Id.*) JA Bolzan participated in the meeting by telephone and emailed the signed LOI to Florida that day. (*Id.*)

On October 25, 2015, GDSI, Rontan, and the Bolzan Brothers executed the SPA for the acquisition by GDSI of 100% shares of Rontan. (*Id.* at ¶ 23.) Among other things, the SPA provides that:

- At the closing of the transaction, Rontan’s shareholders would transfer to GDSI their shares in Rontan and that the closing of the transaction would take place at the offices of GDSI’s counsel, located at 200 East Palmetto Park Road, Suite 103, Boca Raton, Florida⁵; and
- It “shall be governed by, and construed in accordance with the laws of the State of Florida, United States.

(Trevino at ¶ 23.) Moreover, the SPA further provides that a portion of the purchase price of the shares would be paid by GDSI over the course of the forty-eight months following the closing of the transaction. (*Id.* at ¶ 24.) According to the SPA, the remaining portion of the purchase price would be paid by the issuance to Rontan, for the benefit of JC Bolzan and JA Bolzan, of stock in GDSI. (*Id.*) Finally, the SPA provides that the Bolzan Brothers would be entitled to an “earn out” based upon GDSI’s financial performance (using an identified formula) for the three years following GDSI’s acquisition of the Rontan stock. (*Id.*) These features of the transaction made

GDSI in connection with the deal. (*Id.* at ¶ 19.) The letter provided that any dispute relating to the funding would be governed by Florida law. (*Id.*) Rontan and the Bolzan Brothers countersigned the letter. (*Id.*)

⁵ Section 4.1 of the SPA provides that the closing would take place at counsel’s office in Florida “or at such other place agreed to in writing by the Parties.” The parties did not agree to hold the closing at a place other than counsel’s office in Florida. (Trevino at ¶ 23(a), n.1.)

clear that the Bolzan Brothers were entering into an on-going contractual relationship with Florida-based GDSI.

In addition to the in-person meetings described above, the parties engaged in continuous discussions and negotiations concerning the deal by way of telephonic conference and emails. In all of the telephone conferences, GDSI was located in Florida. All emails from Rontan and the shareholders were sent to GDSI in Florida. Rontan and the Bolzan Brothers continuously directed telephone and email communications to Florida. (*Id.* at ¶ 26.) For example, during the period of June 12, 2015 to November 5, 2015, there were 27 scheduled telephonic conferences (*i.e.*, not including those that took place without advance scheduling) between the parties, many including lawyers, consultants, and investors. (*Id.*) And there were more than one hundred emails received by Trevino from the defendants concerning the deal. (*Id.*)

B. The Bolzan Brothers Were Represented by Maximiliano and Goncalves.

During the entire process of negotiating the SPA, Maximiliano and Goncalves represented the Bolzan Brothers, in addition to Rontan. (*Id.* at ¶ 31.) They communicated to GDSI that they had authority to engage in the negotiations on behalf of the Bolzan Brothers and numerous times (including during the in-person meetings in Florida) informed GDSI that they were in communication with the Bolzan Brothers concerning the negotiations. (*Id.*) Pursuant to those negotiations, the Bolzan Brothers executed the LOI and the SPA. (*Id.*) They have never complained that they had been excluded from the negotiation process; nor did they advise GDSI that Maximiliano and Goncalves were not authorized to act on their behalf with respect to the negotiations and the SPA. (*Id.*)

As noted above, every meeting concerning the negotiation and execution of the SPA occurred in Florida, such that GDSI has demonstrated it can travel to Florida without undue burden. (*Id.* at ¶ 30.) All of the persons who were involved in the negotiations and the attempt to close the deal on behalf of GDSI are in the United States (almost all in South Florida). (*Id.*) DaGrosa, the principal of GACP, resides in South Florida. (*Id.*) Finally, all of the documentation exchanged concerning the negotiations and constituting communications between the parties is located in South Florida or is maintained electronically and should be readily available in South Florida. (*Id.*)

C. Rontan Maintained a Presence in Florida.

Rontan maintained a presence in Florida for the purpose of doing business during the time the SPA was being negotiated. (*Id.* at ¶ 27.) According to records available at sunbiz.org, a company by the name of Rontan North America, Inc. (“Rontan N.A.”), a Delaware corporation, was registered to do business in Florida every year starting in 2007 until 2016, until its registration was revoked in September 2017. (*Id.*) Its listed address was 7859 NW 46th Street, Unit 5-B in Doral, Florida. (*Id.*) According to sunbiz.org, Rontan N.A. is owned by Rontan. (*Id.* at ¶ 28.) For each of 2014, 2015, and 2016, the following were listed in sunbiz.org as Rontan N.A.’s principal officers: (a) Chairman, Alexandre Goncalves; (b) Vice Chairman, Nelson A. Pio; and (c) Treasurer, Daniela [Bolzan] Costa. (*Id.*) The address listed for each of these officers is Rontan’s address in Brazil. Each of these persons was also a principal officer of Rontan. (*Id.* at ¶ 29.) Goncalves was Rontan’s Chief Operation Officer and his business card shows him holding that position for both Rontan N.A., as well. (*Id.*) Pio was Rontan’s Executive Director and his business card also shows him holding that position for Rontan N.A. (*Id.*) Ms. Costa was also an Executive Director of Rontan and her business card showed her also holding this title for Rontan N.A. (*Id.*)

It appears that Rontan did not distinguish between itself and Rontan N.A. when doing business in the United States. For example, when Rontan was an exhibitor at Police Fleet Expo in Long Beach, California in 2010, a news reporter described it as “a company originally out of Brazil, now they are working out of Miami trying to sell their stuff right here at the Long Beach Convention Center.” According to the posted description of the video, Jose Carlos Bolzan, attended the event. (*Id.* at ¶ 31.) An article on the event similarly makes no distinction between Rontan and Rontan N.A., stating states that “Rontan is focused on expanding its presence in the North America Market” and “To that end, Rontan North America has unveiled an extensive line of innovative new products for 2010.” (*Id.*)

II. LEGAL ARGUMENT

The defendants move to dismiss this action on three separate grounds. They first allege that the Court lacks personal jurisdiction over them, principally because they are citizens of Brazil with insufficient minimum contacts with the United States. They next assert that, even if jurisdiction over them exists, the Court should exercise its discretion and dismiss this action under the doctrine of *forum non conveniens*. Lastly, they assert that GDSI has not properly pled its breach of contract claim. Each of these arguments is without merit, as we discuss below.

A. The Court has Personal Jurisdiction Over the Defendants.

1. Procedure on Motion to Dismiss for Lack of Jurisdiction.

Defendants’ assertion that they are not subject to the Court’s personal jurisdiction “requires a two part analysis.” *Lady of America Franchise Corp. v. Advecor, Inc.*, 2007 WL 1489799, at *1 (S.D. Fla. May 8, 2007) (Middlebrooks, J.). First, the Court must determine whether the exercise of jurisdiction is appropriate under Florida’s long-arm statute. *Id.* at *2, (citing *Mutual Service Ins. Co. v. Frit Industries, Inc.*, 358 F.3d 1312, 1319 (11th Cir. 2004)). Next, the Court examines “whether the exercise of personal jurisdiction over the defendant would violate the Due Process Clause....” *Id.*; see also *501 of Montana LLC v. North Prairie Developments, Ltd.*, 2018 WL 3089337, at *1 (S.D. Fla. February 16, 2018) (Middlebrooks, J.).

“A plaintiff seeking to establish personal jurisdiction over a nonresident defendant bears the initial burden of alleging in the complaint sufficient facts to make out a *prima facie* case of jurisdiction.” *Sovereign Offshore Services, LLC v. Shames*, 2017 WL 7798664, at *2 (S.D. Fla. August 3, 2017) (Middlebrooks, J.).⁶ The allegations in GDSI’s complaint (at ¶¶ 4-8, 14-19) clearly do this. *Louis Vuitton Malletier, S.A. v. Mosseri*, 736 F.3d 1399, 1351 (11th Cir. 2013) (discussing type of allegation that suffices to make out *prima facie* case). In order to shift the burden back to the plaintiff, a defendant’s opposing affidavits must contain “more than conclusory assertions that the defendant is not subject to jurisdiction.” *Sovereign Offshore*, 2017 WL 7798664, at *2; see also *Park Cities Bank v. M/V Holo-Kai*, 2008 WL 11406036, at * (S.D. Fla. January 2, 2008) (Middlebrooks, J.) (“As Defendant’s factual allegations regarding personal jurisdiction are conclusory and uncorroborated, while Plaintiff’s are well supported, the Court finds that Defendant has not created an issue of fact regarding personal jurisdiction.”). “Where the plaintiff’s complaint and supporting affidavits and documents conflict with the defendant’s affidavits, [the Court] must construe all reasonable inferences in favor of the plaintiff.” *Id.*

2. The Exercise of Jurisdiction is Appropriate Under Florida’s Long-Arm Statute.

Under section 48.193(1)(a)(7) of Florida’s long-arm statute, a defendant submits itself to specific long-arm jurisdiction “for any cause arising from a breach of contract for failure to perform acts required by the contract to be performed in” Florida. *Olson v. Robbie*, 141 So.3d 636, 639 (Fla. 4th DCA 2014); see also Fla. Stat. § 48.193(1)(a)(7) (a person submits to jurisdiction

⁶ In this Opposition, all internal citations, quotations, and brackets are omitted unless otherwise stated.

of Florida's courts by "Breaching a contract in this state by failing to perform acts required by the contract to be performed in this state.").⁷ "This provision means that there must exist a duty to perform an act *in Florida*...." *Posner v. Essex Ins. Co., Ltd.*, 178 F.3d 1209, 1218 (11th Cir. 1999) (emphasis original).

The SPA expressly required that the shares be transferred to GDSI at the closing *in Florida*. (Trevino at ¶ 23(a).) The defendants do not contest that the SPA required an act be performed in Florida, nor that they failed to perform the act in Florida. Instead, they assert that this clear requirement of the SPA should be ignored in the jurisdictional analysis because "the shares could only be transferred in Brazil and required registration in Brazil." (Mtn. at p. 13.) This assertion is based solely upon a single, conclusory sentence in JC Bolzan's declaration that "Transfer of the Grupo Rontan Shares can only be effectuated in Brazil and such transfer must be registered in Brazil." (JC Bolzan Decl. at ¶ 35.) There is absolutely no basis or support expressed in the declaration (or anywhere else) for this proposition. In order to "shift the burden back to the plaintiff, a defendant's affidavit must contain 'specific factual declarations' *within the affiant's personal knowledge*." *Louis Vuitton*, 736 F.3d at 1351. JC Bolzan's declaration is not only impermissibly conclusory, but it fails to set out a basis for his purported "personal knowledge" of his contention. The assertion is "in substance [a] legal conclusions that do[e]s not trigger a duty for [GDSI] to respond with evidence of [its] own supporting jurisdiction." *Posner*, 178 F.3d 1209, 1218. For these reasons, his conclusory assertion must be disregarded. *Sovereign Offshore*, 2017 WL 7798664, at *2.

In any event, it appears that Brazilian law imposes no restriction such as the one referenced by defendants. *E.g.*, Mauro Eduardo Guizeline & Francisco Eumene Machado de Oliveira Neto, *Brazil Takeover Guide* (2014), available at www.ibanet.org ("Typically, controlling shareholders of Brazilian publicly held companies are either families or foreign corporations. Therefore, in such cases, a potential purchaser may acquire control by simply negotiating a private acquisition with the controlling shareholders...."); Luis Gustavo Haddad, *et al.*, *Private Mergers and Acquisitions in Brazil: Overview* (October 1, 2016), available at [https://content.next.westlaw.com/Document/I9ee3e025642411e38578f7ccc38dcbee/View/FullText.html?contextData=\(sc.Default\)&transitionType=Default&firstPage=true&bhcp=1](https://content.next.westlaw.com/Document/I9ee3e025642411e38578f7ccc38dcbee/View/FullText.html?contextData=(sc.Default)&transitionType=Default&firstPage=true&bhcp=1) ("In

⁷ *Olson* involved Fla. Stat. § 48.193(1)(g), which was the predecessor to the current Fla. Stat. § 48.193(1)(a)(7).

closely held corporations, there is less room for strict restrictions on share transfers.”). The fact that the defendants have failed to provide any expert support for their contention means it should carry absolutely no weight.

The second flaw with the assertion is that the defendants ignore the independent and separate requirement of the SPA that the closing of the transaction take place in Boca Raton, Florida, regardless of whether the shares could officially be transferred at the closing for whatever unspecified reason. (Trevino at ¶ 23(a).) Thus, even assuming the shares had to be transferred in Brazil, the closing of the transaction was still required to take place *in Florida*. By wrongfully terminating the SPA (Compl. at ¶¶18, 1), the defendants breached that provision of the SPA. Accordingly, the only competent evidence, which the Court must construe in favor of GDSI, *Sovereign Offshore*, 2017 WL 7798664, at *2, establishes that the defendants are subject to Florida’s long-arm jurisdiction because they failed to perform an act the SPA required be performed in Florida.

3. The Exercise of Long-Arm Jurisdiction Comports with Due Process.

In cases where specific long-arm jurisdiction is asserted,⁸ a three-part due process test is applied: “(1) whether the plaintiff’s claims ‘arise out of or relate to’ at least one of the defendant’s contacts with the forum; (2) whether the nonresident defendant ‘purposefully availed’ himself of the privilege of conducting activities within the forum state, thus invoking the benefit of the forum state’s laws; and (3) whether the exercise of personal jurisdiction comports with ‘traditional notions of fair play and substantial justice.’” *Louis Vuitton*, 736 F.3d at 1355. GDSI bears the burden of establishing the first two prong of this test. *Id.* Once it does so, the defendants “must make a ‘compelling case’ that the exercise of jurisdiction would violate traditional notions of fair play and substantial justice.” *Id.*

a. GDSI’s Claims Arise Out of Defendants’ Contacts with Florida.

GDSI’s breach of contract claim arises directly out of defendants’ contacts with Florida. Defendants not only communicated with GDSI over one-hundred times by emails directed to Florida (Trevino at ¶ 26) and participated in over two dozen substantive conference calls with GDSI’s representative’s in Florida (*id.*), but, most critically, traveled to Florida six times for

⁸ Specific long-arm jurisdiction exists where the claim arises from or is related to the defendant’s actions and contacts with Florida. *Oldfield v. Pueblo De Bahia Lora, S.A.*, 558 F.3d 1210, 1220 n.27 (11th Cir. 2009).

meetings with GDSI that spanned over twelve days (*id.* at ¶¶ 6, 7, 8, 9, 14, 17, 18, and 21), all for the purpose of negotiating the SPA. The first prong is thus “satisfied because the agreement between Defendant[s] and Plaintiff, a Florida corporation, which required Defendant[s] to perform acts in Florida, provides the basis for the instant breach of contract suit where Plaintiff alleges Defendant[s] did not perform as [they] were required to by the agreement.” *Lady of America*, 2007 WL 1489799, at *3 (Middlebrooks, J.); *see also Sutherland v. Sato Global Solutions, Inc.*, 2018 WL 3109627, at *6 (S.D. Fla. April 10, 2018) (“acts of meeting with Plaintiff in Florida,” entering into employment with plaintiff in Florida, and breaching the employment agreement in Florida satisfied due process test); *Westerburger v. Baren*, 2016 WL 10587715, at *3 (S.D. Fla. December 13, 2016) (finding due process met in breach of contract case because, among other things, defendant traveled to Florida “on at least five separate occasions” and conducted negotiations while in Florida).

b. Defendants Purposefully Availed Themselves of the Privilege of Conducting Activities in Florida.

The second prong of the due process test is also met by virtue of the Defendants’ extensive activities both in and targeted to Florida in negotiating the SPA. “The ‘purposeful availment’ requirement ensures that a defendant will not be haled into a jurisdiction solely as a result of ‘random,’ ‘fortuitous,’ or ‘attenuated’ contacts or of the ‘unilateral activity of another party or third person.’” *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 480 (1985). Where a defendant has himself “create[d] a ‘substantial connection’ with” Florida and “‘deliberately’ has engaged in significant activities within” Florida, “he manifestly has availed himself of the privilege of conducting business” in Florida. *Id.* The defendant need not even set foot in Florida—all that is needed is that “a commercial actor’s efforts are ‘purposefully directed’ toward residents of” Florida. *Id.* That is precisely what defendants did through their dealings with GDSI.

For starters, defendants knew that they were entering into a contract—which would be governed by Florida law—with a Florida corporation and that the contract would require them to close the transaction and transfer the shares in Florida. *Lady of America*, 2007 WL 1489799, at *3 (finding defendant had purposefully availed itself of conducting activities in Florida because “This is not a case of a relationship between two parties brokered by a third party, such that Defendant did not know it was entering into an agreement with a Florida Corporation.”). Moreover, the defendants’ own conduct directed to GDSI in Florida, including travel to Florida for detailed negotiations with GDSI and its investor GACP, along with transmission to Florida of

information concerning the potential acquisition, demonstrate that the defendants purposefully availed themselves of the privilege of conducting activities within Florida. *Elandia International, Inc. v. Ah Koy*, 690 F.Supp.2d 1317, 1340-41 (S.D. Fla. 2010); *Baker Electronics, Inc. v. Pentar Systems, Inc.*, 219 F.Supp.2d 1260, 1264 (M.D. Fla. 2002). The SPA also created the expectation of a continuing relationship between the parties, since the purchase price of the shares would be paid by GDSI over the course of the forty-eight months following the closing of the transaction, the remaining portion of the purchase price would be paid by the issuance to Rontan, for the benefit of JC Bolzan and JA Bolzan, of stock in GDSI, and the Bolzan Brothers would be entitled to an “earn out” based upon GDSI’s financial performance (using an identified formula) for the three years following GDSI’s acquisition of the Rontan stock. (Trevino at ¶ 24.) These are the types of “continuing relationships and obligations with citizens of another state” that support the exercise of long-arm jurisdiction. *Burger King*, 105 S. Ct. at 473.

Here, the defendants’ “relationship with Florida which gives rise to this cause of action was not a matter of chance.” *Lady of America*, 2007 WL 1489799, at *3. On the contrary, the defendants “made a calculated decision to enter into a relationship with a Florida corporation and agreed to perform activities in Florida.” *Id.* Accordingly, because the defendants’ contacts with Florida were the result of defendants’ own actions that established a “substantial connection” with Florida, the “purposeful availment” prong of the jurisdiction test is satisfied. *Burger King*, 105 S. Ct. at 475. While even a single meeting in Florida that “involves ‘significant negotiations of important terms’ of a contract” constitutes a purposeful direction of activities at Florida residents, *Williams Electric Co., Inc. v. Honeywell, Inc.*, 854 F.2d 389, 392-93 (11th Cir. 1988), the defendants’ contacts with Florida were extensive and substantial.

Finally, another important factor supporting the exercise of jurisdiction over the defendants is that the SPA (and, before that, the LOI) contained Florida choice-of-law provisions. Those provisions support the conclusion that the defendants had a reasonable expectation they would be haled into a Florida court. *Burger King*, 471 US at 482 (choice-of-law provision should not be ignored in jurisdictional analysis); *see also Int’l Technologies Consultants, Inc. v. Euroglas S.A.*, 107 F.3d 386, 893 (6th Cir. 1997); *Cutco Industries, Inc. v. Naughton*, 806 F.2d 361 (2d Cir. 1986); *Thousand Oaks Barrel Co., LLC v. Deep South Barrels LLC*, 241 F.Supp.3d 708, 720 (E.D. Va. 2017).

c. The Exercise of Long-Arm Jurisdiction Comports with Fair Play and Substantial Justice.

The defendants bear the burden of making a “compelling case” that the exercise of jurisdiction over them would violate traditional notions of fair play and substantial justice. *Louis Vuitton*, 736 F.3d at 1355; *see also VAS Aero Services, LLC v. Arroyo*, 868 F.Supp.2d 1374, 1381 (S.D. Fla. 2012) (Middlebrooks, J.) (when a defendant who purposefully directed his activities at Florida residents “seeks to defeat jurisdiction, he must present a compelling case....”). The factors to be considered “include the burden on the defendant[s] of litigating in [Florida], [Florida’s] interest in adjudicating the dispute, the plaintiff’s interest in obtaining convenient and effective relief, and the judicial system’s interest in efficiently resolving this dispute.” *Elandia*, 690 F.Supp.2d at 1337-38. The defendants have not come close to satisfying their burden.

Defendants assert that litigating in Florida would be a “tremendous” burden for them, since they reside in Brazil and do not speak English.⁹ (Motion at p. 15.) Their claim is without merit. Defendants travelled to Florida six times from December 2014 to September 2015, when they executed the SAP, belying their claim of burden. *Lorali, LLC v. SMK Associates, LLC*, 2013 WL 12093736, at * (S.D. Fla. 2013) (“Defendants’ prior trip to Florida belies any argument that traveling to Florida to litigate would be fundamentally unfair.”). Their claimed inability to speak English did not prevent them from executing the LOI and SPA, both of which are in English. If this case were to be tried in Brazil, the most important documents executed by the parties, along with the documents exchanged during the negotiations, would have to be translated from English to Portuguese.

Subjecting the defendants “to litigation in Florida that relate[s] to those contacts is not unduly burdensome.” *Id.* at 1340. In particular, given modern methods of transportation and communication—which were extensively used by defendants in negotiating the SPA—litigating in Florida will not unduly burden the defendants. *Lady of America*, 2007 WL 1489799, at *4 (citing *Robinson v. Giarmarco & Bill, P.C.*, 74 F.3d 253, 259 (11th Cir. 1996)). Florida’s interest in providing its residents with redress would justify even the imposition of “serious burdens” on

⁹ The declarations JC Bolzan and JA Bolzan are provide no value for defendants’ motion. First, they are predicated on the incorrect assertion that the exercise of jurisdiction over them would be unfair because they “have no connection” to Florida. (JC Bolzan Decl. at ¶32; JA Bolzan Decl. at ¶16.) Their declarations do not provide any tangible evidence of burden, asserting only in conclusory fashion that, in their “opinion...it would be unreasonable and unfair to require [the defendants] to defend this action in Florida.”

defendants who, as those here, have directed substantial activity toward a Florida resident. *Diamond Crystal Brands, Inc. v. Food Movers Int'l, Inc.*, 593 F.3d 1249, 1274 (11th Cir. 2010). Here, the burden claimed by defendants is, at best, minimal. They have not come forward with any specific evidence that the expense of litigating in Florida will present a particular burden. Nor is the fact that, by definition, they will be required to litigate this case in a foreign forum support a finding of unfairness, particularly when the defendants have directed extensive conduct toward GDSI in Florida. *American Airlines, Inc. v. Despegar.com USA, Inc.*, 2014 WL 11880999, at *8 (S.D. Fla. May 14, 2014).

Contrary to the defendants' assertion, it is *not* difficult to imagine that Florida "would have a substantial interest in adjudicating this case." (Motion at p. 15.) Indeed, Florida has a "strong interest" in affording its residents a remedy for the wrongful conduct of a nonresident. *Licciardello v. Lovelady*, 544 F.3d 1280, 1288 (11th Cir. 2008); *see also Diamond Crystal Brands*, 593 F.3d at 1274 (state has "manifest interest" in providing redress to its residents); *American Airlines*, 2014 WL 11880999, at *8 ("Florida courts have a strong interest in adjudicating a dispute that allegedly causes injury in the state..."); *Elandia*, 690 F.Supp.2d at 1337-38 (Florida has "strong interest"). As this Court has found, even when a defendant presents a "compelling case" that exercise of jurisdiction would be burdensome, Florida's strong interest in affording its residents the ability to obtain redress compels that litigation remain in Florida. *VAS Areo*, 868 F.Supp.2d 1374, 1381 (Middlebrooks, J.). Both GDSI, as a Florida corporation, and Florida have "strong" and "significant" interests in this action being litigated here and not in Brazil, and the defendants have wholly failed to meet their burden of making a "compelling" showing that doing so would violate traditional notions of fair play and substantial justice.

4. The Defendants Acted as Each Other's Agents for Purposes of Long-Arm Jurisdiction.

In its complaint, GDSI alleges that, "With respect to the actions giving rise to GDSI's claims, Rontan, Joao Bolzan, and Jose Bolzan each acted as a single unit and as each other's agent" with respect to the negotiation, execution, and termination of the SPA. (Compl. at ¶ 7.) Nowhere in their declarations do defendants refute or contradict this allegation. For that reason alone, the allegation must be deemed true. *Posner*, 178 F.3d at 1215 ("To the extent such statements in the Struth Affidavit do not contradict Plaintiffs' pleadings, we accept the allegations stated in the complaint as true for purposes of resolving the jurisdictional issue under the requirements of the Florida long-arm statute and the Due Process Clause.").

But, in any event, GDSI has come forward with evidence that supports the allegation in its complaint. Accordingly, jurisdiction over each defendant should be determined not only based on the actions of the particular defendant, but also on the actions of those—principally Maximiliano and Goncalves—who acted on behalf of all defendants in negotiating the SPA. The evidence is that, throughout the negotiations of the SPA, Maximiliano and Goncalves acted on behalf of the Bolzan Brothers. (Trevino at ¶ 31.) They represented to GDSI’s representatives that they had authority to negotiate on behalf of the Bolzan Brothers. (*Id.*) And the ultimate proof that the Bolzan Brothers created the appearance of an agency is that, pursuant to the negotiations carried on by Maximiliano and Goncalves, they executed the LOI and the SPA. (*Id.*) Any claim to the contrary would not pass the common sense test. Rontan is a closely-held corporation, owned only by the Bolzan brothers. To suggest that a sale of the company through a sale of their shares could be negotiated and contracted without their acting through Maximiliano and Goncalves is silly. GDSI has thus submitted sufficient evidence to indicate that Maximiliano and Goncalves were acting as agents of the Bolzan Brothers (and also for Rontan) for purposes of long-arm jurisdiction. *Air Turbine Technology, Inc. v. Atlas Copco AB*, 235 F. Supp. 1287, 1290-91 (S.D. Fla. 2002) (Middlebrooks, J.)

In fact, to the extent the defendants’ declarations are of any value, it is in support the assertion that Maximiliano and Goncalves acted as the agents of the Bolzan Brothers. For example, JC Bolzan asserts that Rontan’s representative’s “initiated and received all communications with Plaintiff’s representatives concerning SPA amendments,” that he “never personally contacted Plaintiff relating to the SPA or any other matter,” and that “all letters or emails transmitted to Plaintiff on my behalf were sent or initiated from Brazil.” (JC Bolzan Decl. at ¶¶ 27-29.) JA Bolzan asserts that he “did not attend in Florida any meeting or negotiation relating to the Share Purchase and Sale Agreement” and that he “never personally contacted Plaintiff by email relating to the Agreement or any other matter whatsoever.” (JA Bolzan Decl. at ¶¶ 9, 12.) These assertions simply beg the question: if the Bolzan Brothers were not personally negotiating the SPA, who was doing it for them? The answer, of course, is that Maximiliano and Goncalves were negotiating not only on behalf of Rontan, but also on behalf of the Bolzan Brothers. Otherwise, it would mean that the Bolzan Brothers would have executed an agreement to sell their wholly-owned company without being involved in the negotiations. The Court should

not accept such an absurd proposition. *Sovereign Offshore*, 2017 WL 7798664, at *2 (court “must construe all reasonable inferences in favor of the plaintiff”).

B. Defendants Have Failed to Meet Their Burden on *Forum Non Conveniens*.

1. The Defendants Have Failed to Meet Their Evidentiary Burden.

“A court conducting *forum non conveniens* analysis must begin with the premise that the plaintiff’s choice of forum rarely should be disturbed.” *Del Monte Fresh Produce Company v. Dole Food Company, Inc.*, 136 F.Supp.2d 1271, 1276 (S.D. Fla. 2001). The defendants bear the “burden of persuasion as to all elements of a forum non conveniens [sic] motion....” *Leon v. Millon Air, Inc.*, 251 F.3d 1305, 1311 (11th Cir. 2001). “The general rule, therefore, is that dismissal for forum non conveniens is proper only when a defendant ‘establish[es] such oppressiveness and vexation...as to be out of all proportion to plaintiff’s convenience, which may be shown to be slight or nonexistent.” *Ira Kleiman v. Craig Wright*, Case No. 18-CV-80176-BLOOM, Southern District of Florida; Order on Motion to Dismiss, December 27, 2018, at p. 17 (“*Kleiman Order*”). Put simply, the “deference given to a plaintiff’s choice of forum is especially strong in the Eleventh Circuit.” *Id.* at p. 19.

“The presumption in favor of the plaintiff’s initial forum choice is at its strongest when the plaintiffs are citizens, residents, or corporations of this country.” *Platypus Wear, Inc. v. Clarke Modet & Co., Inc.*, 2008 WL 11401768, at *4 (S.D. Fla. October 6, 2008). And when, as is the case here, the motion seeks to deprive a United States plaintiff of his access to a United States court, the Eleventh Circuit has made clear that “courts should require *positive evidence* of *unusually extreme* circumstances, and should be thoroughly convinced that *material injustice* is manifest before exercising any such discretion [as may exist] to deny a [United States] citizen access to the courts of this country.” *C.A. La Seguridad*, 707 F.2d at 1308 n.7; *see also SME Racks, Inc. v. Sistema Mecanicos Para Electronica, S.A.*, 382 F.3d 1097, 1099 (11th Cir. 2004) (“strong presumption that a United States citizen will not be ousted from the courts of this country”).

The motion to dismiss for *forum non conveniens* must be dismissed because, at the threshold, the defendants have failed to come forward with evidence sufficient to meet their high burden. *Rodriguez v. Ocean Motion Watersports, Ltd.*, 2014 WL 11880982, at * (S.D. Fla. March 10, 2014). The entirety of the “evidence” upon which defendants rely for their motion is contained

in a single paragraph in JC Bolzan's declaration that merely strings together conclusory allegations¹⁰:

All of Grupo Rontan's representatives with personal knowledge or information relating to the subject matter of this case reside in Brazil and many of these individuals have no or limited English capacity. All of Grupo Rontan's records and documents relating to the subject matter of this case are located in Brazil. Many of Grupo Rontan's records and documents relating to the subject matter of this case are in Portuguese. It would impose substantial burden and undue expense upon Grupo Rontan and I if we are required to have them translated to English.

(JC Bolzan Decl. at ¶ 33.) Conclusory declarations, however, are "insufficient to overcome the strong presumption in favor of plaintiff's chosen forum." *Sun Trust Bank v. Sun Int'l Hotels, Ltd.*, 184 F. Supp. 1246, 1267 n.7 (S.D. Fla. 2001).

2. In Any Event, the Forum Non Conveniens Factors Do Not Support Dismissal.

"A district court may decline to exercise jurisdiction under the doctrine of *forum non conveniens* where: (1) an adequate alternative forum is available, (2) public and private factors weigh in favor of dismissal, and (3) the plaintiff can reinstate his suit in the alternative forum without undue inconvenience or prejudice." *Quantum Capital, LLC v. Banco De Los Trabajadores*, 2014 WL 1259757, at *8 (S.D. Fla. November 21, 2014) (citing *Gulf Oil Corp. v. Gilbert*, 330 U.S. 501, 504 (1947)).

a. Defendants Have Failed to Show Brazil is an Adequate Forum.

First, "the defendant[s] must demonstrate both the availability and the adequacy of the proposed alternative forum."¹¹ *Tyco Fire v. Hernandez Alcocer*, 218 Fed.Appx. 860, 865 (11th Cir.2007). Defendants have failed to come forward with any evidence that GDSI's claim may be heard by a Brazilian court and, if so, that GDSI will be able to secure appropriate redress in that court. Instead, defendants merely cite cases in which Brazil has been found to be an adequate forum. That is insufficient to meet their burden to show an adequate forum *in this case*. *Del Monte*, 136 F.Supp.2d at 1277 (rejecting law expert's affidavit on adequacy of forum submitted in a different case involving different claims).

b. The Private Interest Factors Weigh Decisively Against Dismissal.

¹⁰ The declaration of JA Bolzan does not contain even these conclusory assertions.

¹¹ In the motion, defendants assert that they will submit to the jurisdiction of Brazil's courts. (Motion at p. 16.) However, that concession is not included in their supporting declarations.

When balancing the private factors, the Court must “weigh[] in the balance a strong presumption against disturbing plaintiffs' initial forum choice.” *C.A. La Seguridad*, 707 F.2d at 1307. Thus, in analyzing the private factors, “plaintiffs’ choice of forum should rarely be disturbed ‘unless the balance is strongly in favor of the defendant.’” *SME Racks, Inc., Sistemas Para Electronica, S.A.*, 382 F.3d 1097, 1101 (11th Cir. 2004).

At the threshold, Defendants’ assertion that Florida is not GDSI’s home forum because its registration with the Florida Secretary State was revoked in September 2017 for failure to file its annual report is misguided for two reasons. First, in the context of a *forum non conveniens* motion seeking dismissal in favor of a foreign forum, the plaintiff’s home forum is the United States, and not any specific state. *Platypus Wear*, 2008 WL 11401768, at *4. Second, GDSI has taken the necessary steps to reinstate its certificate of authority.¹²

The defendants’ assertion that litigation in Florida will deprive them of access to proof is insufficient to trump GDSI’s choice of forum. Although defendants claim that “key individuals that would be critical to the defense of this case” are located in Brazil, they do not bother to identify them. On the other hand, GDSI has identified the key witnesses who reside in the United States, most in South Florida. (Trevino at ¶ 32.) Those include the senior management of GDSI, the company’s outside consultant’s on the transaction, and the investor who agreed to fund the transaction. (*Id.*) On the other hand, the defendants do not say whether any of those unidentified witnesses find traveling to the United States inconvenient, whether they remain within their control or whether they would be unwilling to provide testimony. The defendants’ curiously vague assertion that these putative witnesses include third-party non-employees of Rontan is insufficient to meet their burden. *Del Monte*, 136 F.Supp.2d at 1279 (defendant failed to provide information concerning witnesses; *Quantum Capital*, 2014 WL 12519757, at *9 (general assertions as to witnesses insufficient). In fact, “the presence of witnesses outside of the United States is insufficient to overcome the strong presumption afforded to domestic plaintiffs.” *Kleiman Order* at p. 21. The defendants’ similarly vague contention that the fact that witnesses may speak only, and documents may be written in, Portuguese is unavailing. As noted above, the SPA is in English;

¹² GDSI is responding separately to the defendants’ motion to dismiss or stay based on the revocation of GDSI’s certificate.

the documents exchanged with respect to the transaction are also in English.¹³ Besides, defendants ignore the fact that, if this action were tried in Brazil, the documents would have to be translated into Portuguese and GDSI's witnesses will require translators. As a result, resolution of this case in Brazil will almost certainly prove to be more onerous. *Id.*

c. The Public Interest Factors Also Weigh Against Dismissal.

The Court need only reach this prong if it finds that the private interest factors are “in equipoise or near equipoise.” *King v. Cessna Aircraft Co.*, 562 F.3d 1374, 1382 (11th Cir. 2009). Once again relying purely on argument and no evidence, the defendants assert that “while there may be a minimal connection with Florida” (Motion at p. 20), the public interest factors weigh in favor of dismissal. As the Eleventh Circuit has held, “[t]here is a strong federal interest in making sure that plaintiffs who are United States citizens generally get to choose an American forum for bringing suit, rather than having their case relegated to a foreign jurisdiction.” *SME Racks*, 382 F.3d at 1104. The defendants have failed to come forward with any evidence—much less “positive evidence”—of the “extreme circumstances” or “oppression” that would make this case the “rare” exception to the rule by ousting a United States plaintiff from its home forum.¹⁴

C. GDSI Has Properly Pled its Claim for Breach of Contract.

As their final attempt to dismiss the complaint, defendants assert that GDSI has failed to state claim for breach of contract because it has failed to plead that conditions precedent were satisfied. (Motion at p. 23.) The argument is makeweight. As defendants acknowledge, a claim for breach of contract has three elements: “(1) a valid contract; (2) a material breach; and (3) damages.” *iRenew Bio Energy Solutions, LLC v. Harvest Direct, LLC*, 2012 WL 13019197, at *2 (S.D. Fla. 2012) (Middlebrooks, J.). GDSI has pled each of those elements in its complaint. (Compl. at ¶¶ 15, 23 (valid contract), ¶¶ 18, 19, 24 (breach), ¶ 25 (damage).) In addition, GDSI pled that it “has performed all of its obligations and duties under the SPA or those obligations and

¹³ In their *forum non conveniens* argument, defendants do not assert that there are documents in Brazil that could not easily be transmitted to Florida and, in any event, have failed to identify any such documents. In reality, document production is today conducted by electronic means, so that it is not a factor in the analysis. In reality, there is no document concerning the transaction that cannot “be displayed and printed from a computer with an internet connection.” *Kleiman* Order at p. 21.

¹⁴ The defendants’ assertion that court congestion in this District compels dismissal is not only unsupported with any meaningful evidence, but ignores that “this factor should be accorded little or no weight.” *Kleiman* Order at p. 23.

duties have been waived.” (*Id.* at ¶ 20.) Contrary to the defendants’ argument, all that is required under Rule 9(c) is an allegation that “[a]ll conditions precedent to maintaining this suit have been performed by Plaintiff or waived by Defendant.” *Orange Blossom Investment, LLC v. Allstate Ins. Co.*, 2009 WL 10666904, at *2 (S.D. Fla. December 14, 2009). Because GDSI has pled that allegation, the motion to dismiss for failure to state a claim should be denied.

CONCLUSION

For the foregoing reasons, the Court should reject each of the three grounds for dismissal urged by the defendants.

REQUEST FOR LEAVE TO CONDUCT JURISDICTIONAL DISCOVERY

In the event the Court is inclined to find it cannot exercise long-arm jurisdiction over the defendants on the basis of Fla. Stat. § 48.193(1)(a)(7), GDSI requests leave to conduct limited discovery directed at the issue of whether defendants’ contacts with Florida support the exercise of long-arm jurisdiction under Fla. Stat. §§ 48.193(1)(a)(1) and 48.193(2). As discussed above, Rontan owned Rontan N.A., a company that did business in Florida. In its public dealings, it did not make a distinction between itself and Rontan N.A., as evidenced by the cited television news reports. Moreover, each of Rontan N.A.’s senior officers was also a senior officer of Rontan, even using a single business card that made no distinction between their positions with the two different companies. The defendants assert that there was no control by Rontan of Rontan N.A. and that the companies observed corporate separateness. (JC Bolzan Decl. at ¶¶ 17-21.) If the Court determines that jurisdiction under section 48.193(1)(a)(7), GDSI should be afforded the opportunity to test defendants’ assertions through limited jurisdictional discovery. *Sovereign*, 2017 WL 7798664 at *4 (Middlebrooks, J.) (quoting *Chudasama v. Mazda Motor Corp.*, 123 F.3d 1353, 1367 (11th Cir. 1997) (“Resolution of a pretrial motion that turns on findings of fact—for example, a motion to dismiss for lack of personal jurisdiction pursuant to Fed. R. Civ. P. 12(b)(2)—may require some limited discovery before a meaningful ruling can be made.”

Dated: January 4, 2019

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 4, 2019, a true and correct copy of the foregoing document was electronically filed with the Clerk of the Court using the CM/ECF system, which will send a notice of electronic filing to all counsel of record who have appeared.

By: /s/ Carlos M. Sires
Carlos M. Sires, Esq.

Exhibit 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 9:18-CV-80106-DMM

GLOBAL DIGITAL SOLUTIONS, INC.,

Plaintiff,

vs.

GRUPO RONTAN ELECTRO METALURGICA, S.A.,
JOAO ALBERTO BOLZAN, and
JOSE CARLOS BOLZAN,

Defendants.

DECLARATION OF ROSS L. TREVINO

I, Ross L. Trevino, declare as follows:

1. I am a United States citizen, resident of the State of Florida, and over eighteen years of age. I make this declaration based upon personal knowledge.

2. During the time Global Digital Solutions, Inc. (“GDSI”) negotiated the Stock Purchase Agreement (“SPA”) for the acquisition of all of the shares of stock of Grupo Rontan Electro Metalurgica, S.A. (“Rontan”) and through the time that Rontan breached that agreement, I was GDSI’s Vice President of Mergers and Acquisitions. I was the principal liaison between GDSI and Rontan during the negotiations for the SPA.

3. On October 25 to 28, 2014, GDSI was an exhibitor at the International Association of Chiefs of Police Conference (“IACP Conference”) held in Orlando, Florida. This is an annual conference where, among other things, companies showcase products and services designed to assist law enforcement organizations. I represented GDSI’s wholly owned subsidiary, North America Custom Specialty Vehicles, LLC (“NACSV”), at its exhibitor’s booth.

4. At the time of IACP conference, GDSI was in the business of providing comprehensive security and technology solutions. Earlier in 2014, GDSI had acquired NACSV, a company based in Melbourne, Florida and in the business of building mobile command and communications and specialty vehicles for emergency management, first responders, and law enforcement operations. Rontan was (and remains) in the same business.

5. On October 26, 2014, while I working at the GDSI booth at the IACP Conference (IACP 2014 – GDSI booth #629), I was approached by Agustin Caminoa. According to the business card Mr. Caminoa provided me at the time, he was the Regional General Manager for Rontan Signals, Law Enforcement & Amber Divisions, with an address in Miami, Florida, and with an email address with the rontan.com domain name (acaminoa@rontan.com). (A copy of Mr. Caminoa's business card is attached as Exhibit A.) He advised me that he was related to Rontan. Mr. Caminoa and I discussed the business of GDSI and of Rontan and each of the companies' products. The next day, October 27, Mr. Caminoa again visited the GDSI booth and we continued our discussions about GDSI and Rontan.

6. After the meetings at the IACP Conference, Mr. Caminoa called me and suggested further meetings. Pursuant to that suggestion, in December 2014 I met in Florida with Rontan's executives. On December 16th, Mr. Caminoa travelled to Melbourne, Florida, to the offices of GDSI's newly-acquired subsidiary in Melbourne. During that meeting, Mr. Caminoa suggested a meeting the following day, December 17th, in Doral, Florida with him and Edigimar Antonio Maximiliano Junior, who was Rontan's Chief Executive Officer. (A copy of Mr. Maximiliano's business card is attached as Exhibit B.)

7. On December 17th, I travelled to Doral, Florida and met with Mr. Caminoa and Mr. Maximiliano, who had travelled from Brazil. At this meeting, Mr. Maximiliano told me that

he had been tasked by Rontan's three shareholders with selling the company. The three shareholders were Jose Carlos Bolzan, Joao Alberto Bolzan, and Antonio Carlos de Angelo, who, collectively, owned 100% of the stock of Rontan. I told Mr. Maximiliano that GDSI might be interested in acquiring Rontan. I asked Mr. Maximiliano whether he could stay in Florida another day to further discuss the topic and he said he could.

8. The next day, December 18th, Mr. Maximiliano traveled to Palm Beach County to meet with me and Richard Sullivan, who at the time was GDSI's Chief Executive Officer. The three of us met to further discuss the possibility of GDSI acquiring Rontan. Mr. Maximiliano reiterated that Rontan's three shareholders had directed him to find buyers for their shares in the company.

9. To further discuss the potential acquisition, Mr. Maximiliano flew back to Florida for a meeting with me, Mr. Sullivan, and Ed Wang, an advisory board member of GDSI, on December 23rd at West Palm Beach, Florida. Mr. Wang flew to Florida from Boston for the meeting. His inclusion in the meeting reflected the significant topics to be discussed. In anticipation of the meeting, I provided Mr. Maximiliano with a summary of Mr. Wang's background in private equity transactions. (A copy of my December 21, 2014 email to Mr. Maximiliano is attached as Exhibit C.)

10. As anticipated, at this meeting we discussed and engaged in negotiations concerning the structure and financial components of a potential acquisition by GDSI of shares in Rontan. The meeting concluded with Mr. Maximiliano agreeing to provide GDSI with a proposal for the share purchase. On December 29, 2014, Mr. Maximiliano sent me an email to my office in Florida outlining the structure of proposed deal that would potentially leave GDSI

with a 51% majority stake in Rontan. (A copy of Mr. Maximiliano's email is attached as Exhibit D.)

11. On January 6, 2015, Mr. Maximiliano sent to me in Florida another email, this one attaching a document setting out the proposed structure and pricing of the deal, including with respect to the obligations of Rontan and its shareholders. I had advised Maximiliano that it was GDSI's expectation to secure an outside United States investor to assist with funding the acquisition of Rontan. In the email and proposal, Mr. Maximiliano offered to make himself available to participate in the "road show" GDSI expected to undertake in order to raise funding for the acquisition. (A copy of Mr. Maximiliano's email is attached as Exhibit E.) On January 22, 2015, Mr. Maximiliano sent me an email in Florida to which he attached a proposed deal structure and pricing executed by Rontan and its shareholders, including Joao Alberto Bolzan and Jose Carlos Bolzan. (A copy of Mr. Maximiliano's email is attached as Exhibit F.)

12. On February 20, 2015, I received from PriceWaterhouseCoopers ("PwC"), Rontan's outside consultant, a due diligence report it had report for Rontan. The report had initially been prepared in Portuguese, but it was translated to English so that GDSI would be able to use it, including with respect to prospective United States investors. The PwC report contained extensive financial data about Rontan which was discussed in the Florida meetings and provided in Florida to the United States investor (A copy of the email and a partial copy of the report from PwC is attached as Exhibit G.¹)

13. On March 6, 2015, Mr. Maximiliano sent me by email in Florida a term sheet prepared by GDSI, which was countersigned by Rontan and its shareholders, including Joao

¹ Because there is some question about the confidential nature of the PwC report, I attach only the cover page and the index page to illustrate the nature of its content. I am willing to make the entire report available to the Court.

Alberto Bolzan and Jose Carlos Bolzan. As noted in GDSI's proposal, the terms had been negotiated with Mr. Maximiliano with the support of the Rontan's shareholders. (A copy of Mr. Maximiliano's email and the attached countersigned term sheet are attached as Exhibit H.)

14. A few days later, on March 10, 2015, Mr. Maximiliano sent me in Florida emails to which he attached two presentations Rontan expected to make to investors with respect to the sale of shares to GDSI. One of the presentations was in Portuguese. Because the presentations were to be made to investors in the United States, Mr. Maximiliano stated in the email that it was "unnecessary to mention that everything will be in English." (Mr. Maximiliano's emails and the attached presentations are attached as Exhibit I.)

15. To continue negotiations about the sale and to prepare the presentation to potential investors, executive officers and other representatives of GDSI, Rontan, and the shareholders, held three days of meetings—March 16th, 17th, and 18th—at the Regus Offices in West Palm Beach, Florida. (Receipts for the reservation of the meeting space are attached as Exhibit J.) In anticipation of those meetings, on March 13th, Mr. Maximiliano emailed to me in Florida a presentation to be delivered to investors in the United States that consisted of a sell-side due diligence report produced for Rontan by PwC. (A copy of Mr. Maximiliano's email with the attached presentation and PwC report is attached as Exhibit K.)

16. The meetings took place, as scheduled, in West Palm Beach, Florida over the course of March 16th, 17th, and 18th. In attendance for part or all of the meetings, in addition to me, were GDSI's CEO Richard Sullivan and two members of GDSI's advisory board Ed Wang, and Matt Kelley. Also in attendance were Mr. Maximiliano and Rontan's Chief Operating Officer, Alexandre Goncalves. During the three days of meetings, the parties continued to negotiate an SPA acceptable to GDSI, Rontan, and the shareholders, including the terms and

structure of the transaction. Mr. Maximiliano and Mr. Goncalves brought with them to the meeting the report to be presented to potential investors in the United States, along with the PwC report. They also provided me with marketing materials for Rontan's products. On the first day of the meetings, Mr. Maximiliano emailed me his notes of the topics discussed by the group at lunch that day, which included market penetration in the United States and the creation of jobs in the United States. (A copy of Mr. Maximiliano's email is attached as Exhibit L.) At the meeting, GDSI and Rontan both executed a Mutual Confidentiality and Nondisclosure Agreement, which provided that Florida law would govern and by which Rontan consented to "submit to the jurisdiction of the State of Florida for any actions, suits or proceedings arising out of or relating to" the agreement. (A copy of the Mutual Confidentiality and Nondisclosure Agreement is attached as Exhibit M.)

17. After the March 16-18 meetings the parties continued to discuss the deal, including the recruitment of an investor to assist with the funding of GDSI's acquisition of Rontan. As part of those discussions, Mr. Maximiliano on March 20th sent me an email in Florida suggesting that each copy of the PwC report be numbered so as to enable tracking the copies made available to investors in the United States, "exactly same way as Investment Banks do." I maintained a spreadsheet showing the investors to which we had distributed the PwC. Both of the investors were United States investors. This spreadsheet was provided to Mr. Maximiliano, which confirms the fact he was aware that the investors in question (and which would pitch) were based in the United States. (A copy of the email exchange with Mr. Maximiliano and the spreadsheet are attached as Exhibit N.)

18. The parties agreed to meet again in Florida on March 26th and 27th, including with Mr. Joseph DaGrosa, the co-founder of General American Capital Partners, LLC

(“GACP”). Mr. Maximiliano flew into Palm Beach International Airport and Mr. Goncalves flew into Miami. (*Id.*; a copy of the email exchange with Mr. Goncalves is attached as Exhibit O.) In anticipation of the meeting, I wrote Mr. Goncalves and Mr. Maximiliano that GACP, the potential investor, would be represented at the meeting by its attorney and its two founders, which reflected the importance of the meeting. (A copy of my email to Mr. Goncalves and Mr. Maximiliano is attached as Exhibit P.)

19. On March 26, 2015, Mr. Goncalves, Mr. Maximiliano, and Mr. Caminoa all traveled to Florida for meetings with GDSI and GACP. In addition to me, present at this meeting for GDSI were Mr. Sullivan, and Mr. Kelley, a member of GDSI’s advisory board focused on strategic financial and capital-raising activities. GACP was represented by one of its principals, Joe DaGrosa. GACP eventually entered into an agreement with GDSI to invest in the company in order to facilitate its acquisition of Rontan. During the meeting, the parties discussed and negotiated with respect to the pricing and structure of the acquisition and Mr. Goncalves and Mr. Maximiliano made a presentation to Mr. DaGrosa about Rontan, including its revenues, order pipeline, past performance, and expected future performance. Because the discussions and negotiations were proceeding favorably, the parties carried them over to the next day, March 27th.

20. On April 21, 2015, Mr. Kelley, sent to Mr. Maximiliano a letter to be countersigned by Rontan and its three shareholders, which advised them of GACP’s decision to invest in GDSI in connection with the deal. (A copy of Mr. Kelley’s email with attachment is attached as Exhibit Q.) On April 22, 2015, Mr. Maximiliano sent the GDSI representatives an email discussing a proposed deal structure. The structure contemplated using \$2 million “to buy a strong brand name in California. On April 30, 2015, the letter was returned to GDSI by email

in Florida, fully executed by Rontan and its shareholders. The letter provided that any disputes relating to the agreement for funding would be governed by Florida law. (A copy of the emails and countersigned letter are attached as Exhibit R.)

21. To further continue the discussions on the deal, Mr. Maximiliano flew to Miami for meetings on May 11, 2015 with Mr. DaGrosa, Mr. Kelley, Mr. Sullivan, and me. (A copy of Mr. Maximiliano's May 8th email confirming his attendance at the meeting is attached as Exhibit S.)

22. After further discussions between the parties, on September 25, 2015, GDSI, Rontan, and its two shareholders, Jose Carlos Bolzan and Joao Alberto Bolzan, signed a letter of intent ("LOI") for GDSI's acquisition of 100% of the stock of Rontan. (By this date, the shares owned by the third shareholder in Rontan, Antonio Carlos de Angelo, had been acquired by Jose Carlos Bolzan and Joao Alberto Bolzan.) The LOI provided that it would be governed by Florida law. (A copy of the LOI is attached as Exhibit T.)

23. Mr. Maximiliano and Jose Carlos Bolzan traveled to Florida and, in the presence of GDSI's representatives, executed the LOI at the Chesterfield Hotel in Palm Beach. Also in attendance was Daniela C. Bolzan Costa, Rontan's Executive Director and the daughter of Jose Carlos Bolzan. Joao Alberto Bolzan participated in the September 25, 2015 LOI signing meeting by telephone from Brazil and emailed the signed LOI to me in Florida that day.

24. In October 2015, GDSI, Rontan, Jose Carlos Bolzan, and Joao Alberto Bolzan executed the SPA for the acquisition by GDSI of 100% of the shares of Rontan. (A copy of the SPA is attached as Exhibit U.) The SPA provides that:

a. At the closing of the transaction, Rontan's shareholders would transfer to GDSI their shares in Rontan (*id.* at § 1) and that the closing of the transaction would take place at

the offices of GDSI's counsel, located at 200 East Palmetto Park Road, Suite 103, Boca Raton, Florida, (*id.* § 4.1)²; and

b. It "shall be governed by, and construed in accordance with the laws of the State of Florida, United States." (*Id.* at § 10.5.)

25. The SPA further provides that a portion of the purchase price of the shares would be paid by GDSI over the course of the forty-eight months following the closing of the transaction. (*Id.* at § 2.1.1.) According to the SPA, the remaining portion of the purchase price would be paid by the issuance to Rontan, for the benefit of Jose Carlos Bolzan and Joao Alberto Bolzan, of stock in GDSI. (*Id.* at § 2.1.2.) Finally, the SPA provides that Jose Carlos Bolzan and Joao Alberto Bolzan would be entitled to an "earn out" based upon GDSI's financial performance (using an identified formula) for the three years following GDSI's acquisition of the Rontan stock. (*Id.* at § 2.1.3.)

26. It was GDSI's desire and intent that the transaction and preceding negotiations be Florida-centric. To that end, all in-person meetings between the parties to the SPA occurred in Florida. In fact, I was not authorized by Mr. Sullivan to travel to Brazil until after the SPA was executed.

27. In addition to the in-person meetings described above, the parties engaged in continuous discussions and negotiations concerning the deal by way of telephonic conference and emails. In all of the telephone conferences, GDSI was located in Florida. All emails from Rontan and the shareholders were sent to GDSI in Florida. In short, Rontan and its shareholders continuously directed telephone and email communications to Florida. For example, according

² Section 4.1 provides that the closing would take place at counsel's office in Florida "or at such other place agreed to in writing by the Parties." The parties did not agree to hold the closing at a place other than counsel's office in Florida.

to my records, during the period of June 12, 2015 to November 5, 2015, there were 27 scheduled telephonic conferences (*i.e.*, not counting those that took place without advance scheduling) between the parties, many including lawyers, accountants, and investors. There were more than one hundred (100) emails received by me from Mr. Maximiliano concerning the deal.

28. In addition, Rontan maintained a presence in Florida for the purpose of doing business during the time the SPA was being negotiated. According to sunbiz.org, a company by the name of Rontan North America, Inc. (“Rontan N.A.”) was located at 7859 NW 46th Street, Unit 5-B in Doral, Florida. According to records available at sunbiz.org, Rontan N.A., a Delaware corporation, registered to do business in Florida every year starting in 2007 until 2016. Its registration was revoked in September 2017 for failure to file an annual report. (Copies of the registrations for the years 2007 through 2016, along with the current status report, are attached as Exhibit V.)

29. According to sunbiz.org, Rontan N.A. is owned by Rontan. (*Id.*) For each of 2014, 2015, and 2016, the following were listed in sunbiz.org as Rontan N.A.’s principal officers: Chairman, Alexandre Goncalves; Vice Chairman, Nelson A. Pio; and Treasurer, Daniela Bolzan Costa. (*Id.*) The address listed for each of these officers is Rontan’s address in Brazil.

30. Each of these persons was also a principal officer of Rontan. Mr. Goncalves was Rontan’s Chief Operation Officer and his business card shows him holding that position for both Rontan and Rontan N.A. (A copy of Mr. Goncalves’s business card is attached as Exhibit W.) Mr. Pio was Rontan’s Executive Director and his business card also shows him holding that position for both Rontan and Rontan N.A. (A copy of Mr. Pio’s business card is attached as Exhibit X.) Ms. Bolzan Costa was also an Executive Director of Rontan and her business card

showed her holding this title for both Rontan and Rontan N.A. (A copy of Ms. Bolzan Costa's business card is attached as Exhibit Y.)

31. Based on material available on the internet, Rontan did not distinguish between itself and Rontan N.A. when doing business in the United States. For example, it appears that Rontan was an exhibitor at Police Fleet Expo in Long Beach, California in 2010. The company's products were featured in a report on KTLA television news. In the report, the reporter states that Rontan, "a company originally out of Brazil, now they are working out of Miami trying to sell their stuff right here at the Long Beach Convention Center." According to the posted description of the video, Jose Carlos Bolzan, attended the event. (A screenshot from the video is attached as Exhibit Y and the full video can be accessed at <https://www.youtube.com/watch?v=dYLbWiE0ans>.) An article on the event was also published and similarly makes no distinction between Rontan and Rontan N.A. It states that "Rontan is focused on expanding its presence in the North America Market" and "To that end, Rontan North America has unveiled an extensive line of innovative new products for 2010." The article goes on to say that: "Rontan North America's offerings are designed specifically for the North American market and are assembled and serviced in its Miami, Florida facility. In the near future, all manufacturing of products for this market will transition to the Miami facility. It appears Rontan is poised for continued success as it expands its presence to North America." (A copy of the article is attached as Exhibit AA and can be accessed at http://www.hendonpub.com/resources/article_archive/results/details?id=1658#comments.)

32. As noted above, every in-person meeting concerning the negotiation and execution of the SPA occurred in Florida. All of the persons, including me, who have been identified above and were involved in the negotiations and attempt to close the deal on behalf of

GDSI are in the United States (almost all in South Florida). Mr. DaGrosa, the principal of GACP, resides in South Florida. In particular, the following key witnesses are located in the United States: (i) Richard Sullivan; (ii) Ross Trevino; (iii) Matthew Kelley; (iv) Ed Wang; and (v) Joseph DaGrosa. Finally, all of the documentation concerning the negotiations, communications, the SPA and related agreements is found in South Florida or is maintained electronically. The documentation concerning GACP's investment work is also expected to be in Florida, where the company is located. All of the communications concerning the transaction were conducted in English.

33. During the entire process of negotiating the SPA, Mr. Maximiliano and Mr. Goncalves represented Jose Carlos Bolzan and Joao Alberto Bolzan, in addition to Rontan. They communicated that they had authority to engage in the negotiations on behalf of the Bolzan brothers and numerous times (including during the in-person meetings in Florida) informed me that they were in communication with the Bolzan brothers concerning the negotiations. Pursuant to those negotiations, the Bolzan brothers executed the LOI and the SPA. The Bolzan brothers never complained that they had been excluded from the negotiation process; nor did they advise me that Mr. Maximiliano and Mr. Goncalves were not authorized to act on their behalf with respect to the negotiations and the SPA. If it had been otherwise, the result would be that the Bolzan brothers would have executed a contract to sell their company without having negotiated any of the terms. Of course, the fact is that they negotiated the transaction through Mr. Maximiliano and Mr. Goncalves.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT. EXECUTED IN GREENACRES, FLORIDA THIS 4TH DAY OF JANUARY, 2019.

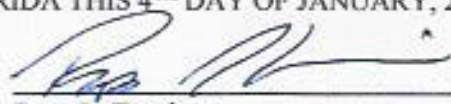

Ross L. Trevino

Exhibit A



Exhibit B

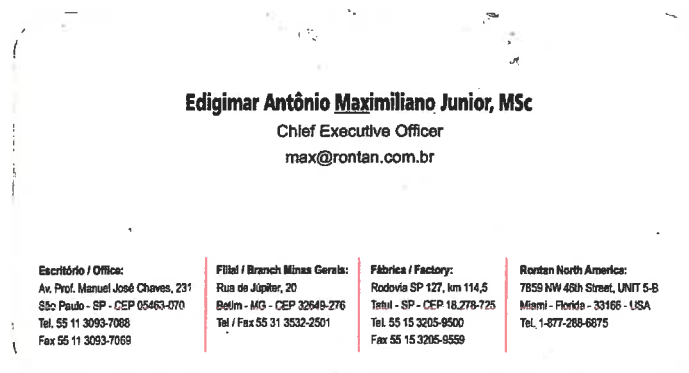


Exhibit C

Subject:

FW: Meeting

Em 21/12/2014, às 19:25, Ross Trevino <rtrevino@gdsi.co> escreveu:

Max,

We are going to meet 2pm Tuesday at 777 South Flagler Drive, West Tower Suite 800, West Palm Beach. At the meeting will be Richard Sullivan, Ed Wang and myself. Below is a bio of Ed Wang.

Mr. Wang has 20+ years of experience in private equity, principal investing and cross-border merchant banking. He is the founder of Accretive Capital Partners LLC (2007), which is a leading direct secondary and co-investment sponsor in middle market private equity with assets under management of \$215MM across Fund I and separate accounts. In addition, Accretive advises on private equity assets in excess of \$1.3B.

From 2002 to 2007 while at predecessor firm Asymmetry Capital LLC, he led the successful financial restructuring and liquidation of \$450MM in distressed private equity portfolio assets and monetized value-added liquidity creation in excess of \$200MM. In restructuring and liquidating Zero Stage Capital, he led the successful monetized turnaround and engineered structured liquidity events for numerous portfolio companies including: OuterLink Corporation (\$16MM acquisition by Digital Angel Corporation); Imaging Automation, Inc. (\$12MM acquisition by Viisage, Inc.); First Service Networks (co-investor buyout); Intersense, Inc. (company buyback); ViaCell, Inc. (\$60MM IPO underwritten by CSFB and UBS); Aprilis, Inc. (\$25MM tender offer by CrossMatch Technologies, Inc.); Axxis (\$5MM acquisition by UCG/OPIS); Fletcher Spaght Ventures, L.P. (partnership interest buyout by Thomas Weisel Partners); LiveWave (\$25MM acquisition by Smiths Detection Services); WorldWinner Inc. (\$30MM acquisition by Fun Technologies, an affiliate of Liberty Media). These accomplishments were chronicled in two Harvard Business School case studies and other publications, including The Deal Magazine.

Previously, during an eight-year investment banking career, Mr. Wang spearheaded Greater China cross-border investment banking at Credit Suisse. He began his career in financial services as an Associate in the Capital Markets Group at Lehman Brothers. Mr. Wang earned his B.A. in Economics from Columbia University and was a Visiting Fellow in Finance at the MIT Sloan School of Management under the supervision of the late Nobel laureate, Dr. Franco Modigliani.

He is flying in from Boston to meet with us. See you Tuesday.

Regards,

Ross L. Trevino

Business Acquisitions

Global Digital Solutions, Inc.

(561)951-1777 (mobile)

rtrevino@gdsi.co

www.gdsi.co

Exhibit D

Subject: FW: FW: Proposed Deal Structure...

From: Edigimar Maximiliano Junior [max@rontan.com.br]
Sent: Monday, December 29, 2014 3:50 PM
To: Ross Trevino
Cc: Edwin Wang; 'Richard J. Sullivan'
Subject: Proposed Deal Structure...

São Paulo (Brazil), Dec. 29, 2014

Dear Mr. Richard Sullivan, Edwin Wang and Ross Trevino...

I respectfully submit the following to your appreciation:

- Proposed Structure of the Deal: (Current Controlling Stakeholders – Joao Alberto Bolzan; Jose Carlos Bolzan and Antonio Carlos de Angelo, from now onwards “Sellers”); Sellers would sell @ least 16% and up to 97% of the company’s shares; The CEO, Edigimar A. Maximiliano Jr., would keep @ least the current 3% of the company’s shares;

- We could also consider the possibility of exchanging our stocks by stocks of an entity presented by GDS;

- However, I strongly suggest that a minimum cash acquisition of 16% of Rontan’s shares should be offered up front in order to motivate Sellers to go towards the shares swap structure...;

- Valuation Methodology: We would suggest the adoption as reference the “Ebitda” figure to be presented by *PriceWaterhouseCoopers* – PwC, who is conducting a Duo Diligence in Rontan...; PwC Duo Diligence official report is supposed to be delivered within the next 10 days...; the reference number/multiple of “Ebitdas” that I suggest that Rontan’s Controlling Shareholders would find fair would be in a range from 4,5x to 5,5x EV/Ebitda of the current year of the transaction, or FY15, discounting all liabilities (financial debt; Fiscal and Labor Contingencies and any other potential liabilities up to the closing date...); PwC numbers are as follows: Expected Ebitda FY15 will be R\$ 127mn, therefore EV would range from R\$ 572mn to R\$ 698mn...or US\$ 211mn to US\$ 258mn; Financial debt is R\$ 130mn; Fiscal and Labor contingencies are R\$ 65mn...;

therefore, 100% of the Company's Equity would be ranging from R\$ 377mn and R\$ 503mn...or US\$ 139mn to U\$ 186mn; out of which, a minimum of US\$ 23mn would be MORE THAN WELCOME IF PAID IN CASH up front in order to make GDSI holder of a Controlling Block that would have @ least a 51% majority stake in the control of the company...all the rest could be a future shares swap...

I'd also like to put myself @ your guys disposal to road show and seat together in front of any and as many investors as you guys judge necessary...starting asap...!

Looking forward to hearing from you!

Sincerely,

Max

Exhibit E

Subject:

FW: FW: Proposed Structure Deal GDSI/RONTAN

From: Edigimar Maximiliano Junior [max@rontan.com.br]
Sent: Tuesday, January 06, 2015 6:31 PM
To: 'Richard J. Sullivan'; Edwin Wang; Ross Trevino
Cc: aag@fba.ind.br; cpaulino@fba.ind.br
Subject: Proposed Structure Deal GDSI/RONTAN

Dear Dick, Ed and Ross,

I am deeply committed to make that transaction happen...

Can you guys please check if the enclosed proposal works?

Many thx and looking forward to hitting the road in our road show,

Max

Edigimar A. Maximiliano Jr.

CEO – Chief Executive Officer

Grupo RONTAN/FBA - Fundação Brasileira de Alumínio Ltda.

Fone: +55 (15) 3259-9892

Mobile: +55 (11) 98124-7620

E-mail: max@rontan.com.br



São Paulo (Brazil), Jan. 06, 2015

Ref.: Proposed Structure of RONTAN/GDSI Deal

Dear Mr. Richard Sullivan, Edwin Wang and Ross Trevino...

Following our yesterday's conversation, I respectfully submit the following to your appreciation:

1 - Proposed Structure of the Deal: (Current Controlling Stakeholders – Joao Alberto Bolzan; Jose Carlos Bolzan and Antonio Carlos de Angelo, from now onwards "Sellers"); Sellers would sell @ least 16% and up to 97% of the company's shares; The CEO, Edigimar A. Maximiliano Jr., would keep @ least the current 3% of the company's shares;

2 - As previously mentioned, I strongly suggest that a minimum stake of 16% should be bought from one of our shareholders and paid in cash in order to motivate Sellers' group to sell the company's control forward looking...; if we able to raise capital enough to reach 32% or even 48%, that would be definitively the ideal to reach a 51% Controlling Stake...considering the 3% of the CEO;

3 - Valuation Methodology: "PwCs" Ebitda as reference; Rontan's Controlling Shareholders suggest a fair multiple ranging from 4,5x to 5,5x EV/Ebitda of the current year of the transaction, or FY15, discounting all liabilities (financial debt; Fiscal and Labor Contingencies and any other potential liabilities up to the closing date...); Expected Ebitda FY15 will be R\$ 127mn, therefore EV would range from R\$ 572mn to R\$ 698mn...or US\$ 211mn to U\$ 258mn; Financial debt is R\$ 130mn; Fiscal and Labor contingencies are R\$ 65mn...; therefore, 100% of the Company's Equity would be ranging from R\$ 377mn and R\$ 503mn...or US\$ 139mn to U\$ 186mn; out of which, a minimum of US\$ 26mn would be required to be paid in cash up front in order for us to hold each 16% stake...;

4 - Payment: Cash to the current Controlling Shareholders, at least in the first stake...;

5 - RONTAN will be responsible to give access to GDSI to a PwC Duo Diligence Report of RONTAN by Jan. 09, 2014;

6 - RONTAN will give full access to an Auditing Company, named by GDSI, to a full Duo Diligence of its operations;

7 – RONTAN's CEO will be responsible to provide material (Presentations; Financials; Market Data; among others...) and at GDSI disposal at any time to road show with any and each investor pointed out by GDSI in order to contribute for the conclusion of the fund raising process...;

8 - Last but not least, RONTAN Controlling Shareholders are committed to honor the opportunity and are delighted with the opportunity to partnering with GDSI to become a global leading player ...

Looking forward to hearing from you!

Sincerely,
Max

www.rontan.com.br



Edigimar A. Maximiliano Jr.

CEO – Chief Executive Officer
Grupo RONTAN Eletro Metalurgica Ltda.
Fone: +55 (15) 3259-9892
Mobile: +55 (11) 98124-7620
E-mail: max@rontan.com.br

www.rontan.com.br

Escritório
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Fábrica
Rodovia SP 127, km 114,5 - CEP 18.277-670 - Tatui - Caixa Postal 145 - Tel (0xx15) 3205-9500 - Fax (0xx15) 3205-9546 - rontan@rontan.com.br

Exhibit F

Subject: FW: FW: RONTAN Controlling Shareholders Deal Acceptance Letter
Attachments: GDSI Offering Acceptance Letter.pdf

From: Edigimar Maximiliano Junior [max@rontan.com.br]
Sent: Thursday, January 22, 2015 5:29 PM
To: 'Richard J. Sullivan'; Ross Trevino
Cc: Edwin Wang
Subject: RONTAN Controlling Shareholders Deal Acceptance Letter

Dear Dick, Ed and Ross,

Please find attached the Non-Exclusive Sale **Acceptance Letter from RONTAN Controlling Shareholders...All of them signed!**

Next steps are the PwC Report...hopefully It will be finished within a few hours...

Hope to go ahead with this deal and take RONTAN towards the Global Leadership Position that the company has capacity to be...

Sincerely,
Max

Edigimar A. [Maximiliano Jr.](#)

CEO – Chief Executive Officer

Grupo RONTAN/FBA - Fundação Brasileira de Alumínio Ltda.

Fone: +55 (15) 3259-9892

Mobile: +55 (11) 98124-7620

E-mail: max@rontan.com.br



São Paulo (Brazil), Jan. 22, 2015

Ref.: Letter from RONTAN Controlling Shareholders

Dear Mr. Richard Sullivan, Edwin Wang and Ross Trevino...

Following our conversations, I respectfully submit the following to your appreciation:

On behalf of RONTAN Controlling Shareholders, I confirm that in our Board Meeting, RONTAN's Controlling Shareholders accepted your offering as described below:

I - Proposed Structure of the Deal: (Current Controlling Stakeholders – Joao Alberto Bolzan; Jose Carlos Bolzan and Antonio Carlos de Angelo, from now onwards "Sellers"); Sellers would sell up to 97% of the company's shares; the CEO, Edigimar A. Maximiliano Jr., would keep @ least the current 3% of the company's shares;

II - Valuation Methodology: "PwCs" Ebitda as reference; Rontan's Controlling Shareholders suggest a fair multiple ranging from 4,5x to 5,5x EV/Ebitda of the current year of the transaction, or FY15, discounting all liabilities (financial debt; Fiscal and Labor Contingencies and any other potential liabilities up to the closing date...);

III - Payment: Cash to the current Controlling Shareholders...;

IV - RONTAN will be responsible to give access to GDSI to a PwC Duo Diligence Report of RONTAN by Jan. 27, 2015;

V - RONTAN will give full access to an Auditing Company, named by GDSI, to a full Duo Diligence of its operations;

VI – RONTAN's CEO will be responsible to provide material (Presentations; Financials; Market Data; among others...) and at GDSI disposal at any time to road show with any and each investor pointed out by GDSI in order to contribute for the conclusion of the fund raising process...;

VII - RONTAN Controlling Shareholders are committed to honor the opportunity and are delighted with the opportunity to partnering with GDSI and its partners to become a global leading player, replicating the leadership that RONTAN has in South America...

IN WITNESS WHEREOF, the undersigned have executed this letter effective as of the date first above written.



Sincerely,


Edigimar A. Maximiliano Jr.


CEO – Chief Executive Officer
Grupo RONTAN/FBA - Fundação Brasileira de Alumínio Ltda.
Fone: +55 (15) 3205-9890
Mobile: +55 (11) 98124-7620
E-mail: max@rontan.com.br


João Alberto Bolzan

President and Chairman
Grupo RONTAN/FBA - Fundação Brasileira de Alumínio Ltda.


Jose Carlos Bolzan

Vice-President
Grupo RONTAN/FBA - Fundação Brasileira de Alumínio Ltda.


Antonio Carlos de Angelo

Vice-President
Grupo RONTAN/FBA - Fundação Brasileira de Alumínio Ltda.

www.rontan.com.br

Escritório
Av. Prof. Manuel José Chaves, 231 - Alto de Pinheiros - São Paulo - SP - CEP 05463-070 - Tel (0xx11)3093-7088 - Fax (0xx11)3093-7069 - comercial@rontan.com.br
Fábrica
Rodovia SP 127, km 114,5 - CEP 18.277-670 - Tatui - Caixa Postal 145 - Tel (0xx15) 3205-9500 - Fax (0xx15) 3205-9546 - rontan@rontan.com.br

Exhibit G

Subject:

FW: FW: GDSI - Release Letter

From: guilherme.schreuders@br.pwc.com [guilherme.schreuders@br.pwc.com]
Sent: Friday, February 20, 2015 1:03 PM
To: Ross Trevino
Cc: aag@fba.ind.br; humberto.tognelli@br.pwc.com; max@rontan.com.br
Subject: RE: GDSI - Release Letter

Dear Mr. Trevino,

Please find attached the **English version of the draft report as promised**. The password to access the file remains **autobot**

I'm also attaching an updated version of the release letter with Max's signature on it for your controls.

Best regards,

Guilherme

Guilherme Schreuders

PwC | Senior Manager
Office: +55 11 3674 3824 | Mobile: +55 11 9 5652 3950 | Assistant: +55 11 3674 3603
Email: guilherme.schreuders@br.pwc.com
PricewaterhouseCoopers
Av. Francisco Matarazzo 1400, Torre Torino 8º andar | São Paulo, SP | 05001-100

From: Ross Trevino <rtrevino@gdsi.co>
To: Guilherme Schreuders/BR/ABAS/PwC@SOACAT
Cc: "aag@fba.ind.br" <aag@fba.ind.br>, Humberto Tognelli/BR/ABAS/PwC@SOACAT, "max@rontan.com.br" <max@rontan.com.br>
Date: 20/02/2015 15:24
Subject: RE: GDSI - Release Letter

Mr. Guilherme Schreuders,
Thank you for your help.

Regards,

Ross L. Trevino
Business Acquisitions
Global Digital Solutions, Inc.
(561)951-1777 (mobile)
rtrevino@gdsi.co

www.gdsi.co

From: guilherme.schreuders@br.pwc.com [guilherme.schreuders@br.pwc.com]
Sent: Friday, February 20, 2015 12:07 PM
To: Ross Trevino
Cc: aag@fba.ind.br; humberto.tognelli@br.pwc.com; max@rontan.com.br
Subject: RE: GDSI - Release Letter

Dear Ross,

We'll be sending the document in the next hour or so.

KR,

Guilherme

Guilherme Schreuders

PwC | Senior Manager
Office: +55 11 3674 3824 | Mobile: +55 11 9 5652 3950 | Assistant: +55 11 3674 3603
Email: guilherme.schreuders@br.pwc.com
PricewaterhouseCoopers
Av. Francisco Matarazzo 1400, Torre Torino 8º andar | São Paulo, SP | 05001-100

From: Ross Trevino <rtrevino@gdsi.co>
To: Humberto Tognelli/BR/ABAS/PwC@SOACAT, Guilherme Schreuders/BR/ABAS/PwC@SOACAT
Cc: "max@rontan.com.br" <max@rontan.com.br>, "aag@fba.ind.br" <aag@fba.ind.br>
Date: 20/02/2015 15:05
Subject: RE: GDSI - Release Letter

Mr. Humberto Tognelli,
When do you feel your team will finish the translation of the PwC Document on Rontan.
Thank you for your help with this matter.
Regards,

Ross L. Trevino

Business Acquisitions
Global Digital Solutions, Inc.
(561)951-1777 (mobile)
rtrevino@gdsi.co
www.gdsi.co

From: humberto.tognelli@br.pwc.com [humberto.tognelli@br.pwc.com]
Sent: Monday, February 16, 2015 6:40 PM
To: Ross Trevino; guilherme.schreuders@br.pwc.com
Cc: max@rontan.com.br; aag@fba.ind.br
Subject: Res: GDSI - Release Letter

Ross,

Unfortunately, pwc rules do not allow such procedure.

We will translate the [doc.as](#) soon as possible! The team is already working on it.

Regards

Enviado do meu smartphone BlackBerry 10.

De: Ross Trevino

Enviada: segunda-feira, 16 de fevereiro de 2015 21:19

Para: Humberto Tognelli; Guilherme Schreuders

Cc: max@rontan.com.br; aag@fba.ind.br

Assunto: RE: GDSI - Release Letter

Gentlemen,

Is it possible to just get the password protection for the PDF be turned or taken off by the author? Once that is done it will be possible to export/convert from PDF into Word or Excel such that online translation may take place easily.

If you able to do this soon, it would greatly appreciated.

Thank you,

Regards,

Ross L. Trevino

Business Acquisitions

Global Digital Solutions, Inc.

(561)951-1777 (mobile)

rtrevino@gdsi.co

www.gdsi.co

From: humberto.tognelli@br.pwc.com [humberto.tognelli@br.pwc.com]

Sent: Monday, February 16, 2015 3:32 PM

To: Ross Trevino; guilherme.schreuders@br.pwc.com

Cc: max@rontan.com.br; aag@fba.ind.br

Subject: Res: GDSI - Release Letter

Ross

We do not have an English version of the report!

It needs to be translated. However this is holiday in Brazil.

I will get back to you on Wednesday morning with an estimated date.

Regards

Enviado do meu smartphone BlackBerry 10.

De: Ross Trevino

Enviada: segunda-feira, 16 de fevereiro de 2015 17:40

Para: Guilherme Schreuders

Cc: Humberto Tognelli; max@rontan.com.br; aag@fba.ind.br

Assunto: RE: GDSI - Release Letter

Mr. Guilherme Schreuders,

My team is eager to receive the report and comments in English. How soon can we expect it.

Thank you for your help with this matter.

Regards,

Ross L. Trevino

Business Acquisitions

Global Digital Solutions, Inc.

(561)951-1777 (mobile)

rtrevino@gdsi.co

www.gdsi.co

From: Ross Trevino

Sent: Friday, February 13, 2015 8:22 PM

To: guilherme.schreuders@br.pwc.com

Cc: humberto.tognelli@br.pwc.com; max@rontan.com.br; aag@fba.ind.br

Subject: RE: GDSI - Release Letter

Mr. Guilherme Schreuders,

This email is to confirm the GDSI has received the documents attached. When your office can get the translation to English accomplished, please forward as soon as possible.

Again, thank you for your assistance.

Regards,

Ross L. Trevino

Business Acquisitions

Global Digital Solutions, Inc.

(561)951-1777 (mobile)

rtrevino@gdsi.co

www.gdsi.co

From: guilherme.schreuders@br.pwc.com [guilherme.schreuders@br.pwc.com]

Sent: Friday, February 13, 2015 5:39 PM

To: Ross Trevino

Cc: humberto.tognelli@br.pwc.com; max@rontan.com.br; aag@fba.ind.br

Subject: RE: GDSI - Release Letter

Dear Mr. Trevino,

We confirm having received the document, thank you.

I'm attaching to this message the same document signed by a Company representative (Mr. Alexandre Gonçalves) together with our draft report.

The password to access the draft report is **autobot**

You'll note that this document was issued in Portuguese, unfortunately there is no English version at this time.

Best regards,

Guilherme

Guilherme Schreuders

PwC | Senior Manager
Office: +55 11 3674 3824 | Mobile: +55 11 9 5652 3950 | Assistant: +55 11 3674 3603
Email: guilherme.schreuders@br.pwc.com
PricewaterhouseCoopers
Av. Francisco Matarazzo 1400, Torre Torino 8º andar | São Paulo, SP | 05001-100

From: Ross Trevino <rtrevino@gdsi.co>
To: Guilherme Schreuders/BR/ABAS/PwC@SOACAT
Cc: Humberto Tognelli/BR/ABAS/PwC@SOACAT, "max@rontan.com.br" <max@rontan.com.br>
Date: 13/02/2015 17:15
Subject: RE: GDSI - Release Letter

Mr. Guilherme Schreuders,

Below is the Fedex tracking that says the document was delivered early this afternoon. In the last email you mentioned Friday would be the day to get back to us. Sorry for the persistant behavior but I have our team ready to move forward.

Thank you for time with this matter.

Date/Time	Activity	Location
2/13/2015 - Friday		
12:48 pm	Delivered	SAO PAULO BR
8:35 am	On FedEx vehicle for delivery	SAO PAULO BR
7:19 am	At local FedEx facility	SAO PAULO BR
12:28 am	In transit	CAMPINAS BR
2/12/2015 - Thursday		
11:23 pm	In transit	CAMPINAS BR
10:51 pm	International shipment release - Import	CAMPINAS BR
6:28 pm	In transit	CAMPINAS BR
	Package available for clearance	
5:03 pm	At destination sort facility	CAMPINAS BR
3:35 am	Departed FedEx location	MEMPHIS, TN

3:26 am	In transit	MEMPHIS, TN
1:52 am	In transit	MEMPHIS, TN
1:26 am	In transit	MEMPHIS, TN
1:26 am	International shipment release - Export	MEMPHIS, TN
1:26 am	In transit	MEMPHIS, TN
2/11/2015 - Wednesday		
11:40 pm	Arrived at FedEx location	MEMPHIS, TN
8:35 pm	Left FedEx origin facility	LAKE WORTH, FL
9:58 am	Picked up	LAKE WORTH, FL

Regards,

Ross L. Trevino

Business Acquisitions
Global Digital Solutions, Inc.
(561)951-1777 (mobile)
rtrevino@gdsi.co
www.gdsi.co

From: guilherme.schreuders@br.pwc.com [guilherme.schreuders@br.pwc.com]
Sent: Wednesday, February 11, 2015 3:14 PM
To: Ross Trevino
Cc: humberto.tognelli@br.pwc.com; max@rontan.com.br
Subject: RE: GDSI - Release Letter

Dear Mr. Trevino,

We were expecting to issue the draft report today but there's a couple of last minute documents still pending.

We'll get back to you on Friday with an updated position.

Kind regards,

Guilherme

Guilherme Schreuders

PwC | Senior Manager
Office: +55 11 3674 3824 | Mobile: +55 11 9 5652 3950 | Assistant: +55 11 3674 3603
Email: guilherme.schreuders@br.pwc.com
PricewaterhouseCoopers
Av. Francisco Matarazzo 1400, Torre Torino 8º andar | São Paulo, SP | 05001-100

From: Ross Trevino <rtrevino@gdsi.co>
To: Humberto Tognelli/BR/ABAS/PwC@SOACAT
Cc: Guilherme Schreuders/BR/ABAS/PwC@SOACAT, "max@rontan.com.br" <max@rontan.com.br>

Date: 11/02/2015 17:36
Subject: RE: GDSI - Release Letter

Mr. Humberto Tognelli,

When do you think that the new draft of the report will be sent.

Thank you for your time with this matter.

Regards,

Ross L. Trevino

Business Acquisitions
Global Digital Solutions, Inc.
(561)951-1777 (mobile)
rtrevino@gdsi.co
www.gdsi.co

From: humberto.tognelli@br.pwc.com [humberto.tognelli@br.pwc.com]
Sent: Tuesday, February 10, 2015 4:48 PM
To: Ross Trevino
Cc: guilherme.schreuders@br.pwc.com; max@rontan.com.br
Subject: RE: GDSI - Release Letter

Thanks Ross,

Please send me both, the scanned and the hard copy if possible.

Regards

Humberto Tognelli

PwC | Partner
Office: São Paulo | Mobile: 55-11-9 8426 5337 | Office: 55-11-3674 3855
Email: humberto.tognelli@br.pwc.com
PricewaterhouseCoopers
Avenida Francisco Matarazzo, 1400 - Torre Torino, São Paulo - SP 05001-903
<http://www.pwc.com/>

From: Ross Trevino <rtrevino@gdsi.co>
To: Humberto Tognelli/BR/ABAS/PwC@SOACAT
Cc: "max@rontan.com.br" <max@rontan.com.br>, Guilherme Schreuders/BR/ABAS/PwC@SOACAT
Date: 10/02/2015 19:43
Subject: RE: GDSI - Release Letter

Mr. Humberto Tognelli,

Thank you for the fast reply. I will get this executed immediately by my CEO. Would just the scanned copy in blue ink be sufficient or do you need it Fedex again.

Regards,

Ross L. Trevino

Business Acquisitions
Global Digital Solutions, Inc.
(561)951-1777 (mobile)
rtrevino@gdsi.co
www.gdsi.co

From: humberto.tognelli@br.pwc.com [humberto.tognelli@br.pwc.com]
Sent: Tuesday, February 10, 2015 4:35 PM
To: Ross Trevino
Cc: max@rontan.com.br; guilherme.schreuders@br.pwc.com
Subject: GDSI - Release Letter

Dear Ross,

I hope all is well!

Sorry for the prior communication in Portuguese. I received your released letters, both in Portuguese and English by mail this week. Thank you for them. However, as you may know, our work is still in progress and we have made changes to the previous draft report dated January 28, 2015. A new draft of the report will be issued tomorrow, and as such, Max and the management team of Rontan asked us to send you the new version.

In this regards, I would like to kindly ask you to update the release letter, stating the date of the new version of the draft report. For your convenience I attached the letter to this e-mail.

My best regards,

Humberto Tognelli

PwC | Partner
Office: São Paulo | Mobile: 55-11-9 8426 5337 | Office: 55-11-3674 3855
Email: humberto.tognelli@br.pwc.com
PricewaterhouseCoopers
Avenida Francisco Matarazzo, 1400 - Torre Torino, São Paulo - SP 05001-903
<http://www.pwc.com/>

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The information transmitted, including any attachments, is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited, and all liability arising therefrom is disclaimed. If you received this in error, please contact the sender and delete the material from any computer.

Important Message to Any Person Not Authorized to Have Access to This Report

Any person who is not an addressee of this report or who has not signed and returned to PricewaterhouseCoopers Contadores Públicos Ltda. either a Release Letter or an Assumption of Duty Letter is not authorised to have access to this report.

Should any unauthorized person obtain access to and read this report, by reading this report such person accepts and agrees to the following terms:

1. The reader of this report understands that the work performed by PricewaterhouseCoopers Contadores Públicos Ltda. was performed in accordance with instructions provided by our addressee client and was performed exclusively for our addressee client's sole benefit and use.
2. The reader of this report acknowledges that this report was prepared at the direction of our addressee client and may not include all procedures deemed necessary for the purposes of the reader.
3. The reader agrees that PricewaterhouseCoopers Contadores Públicos Ltda., its partners, employees and agents neither owe nor accept any duty or responsibility to it, whether in contract or in tort (including without limitation, negligence and breach of statutory duty), and shall not be liable in respect of any loss, damage or expense of whatsoever nature which is caused by any use the reader may choose to make of this report, or which is otherwise consequent upon the gaining of access to the report by the reader. Further, the reader agrees that this report is not to be referred to or quoted, in whole or in part, in any prospectus, registration statement, offering circular, public filing, loan, other agreement or document and not to distribute the report without PricewaterhouseCoopers Contadores Públicos Ltda.'s prior written consent.

Transaction Services

Project Autobot – Alpha + Beta

Sell side Due diligence report – draft

A free translation of the original document in Portuguese

*Strictly private
and confidential*
Draft

February 11, 2015

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From this Contents page – click on the title of the section or sub-section

From the contents listing on any section divider – click on the title of the sub-section

Exhibit H

Subject: FW: FW: Acceptance letter signed by Rontan Controlling Shareholders...
Attachments: GDSI Offering Acceptance Letter_A.pdf

From: Edigimar Maximiliano Junior [max@rontan.com.br]
Sent: Friday, March 06, 2015 2:20 PM
To: 'Richard J. Sullivan'
Cc: 'Richard J. Sullivan'; Ross Trevino; Edwin Wang
Subject: Acceptance letter signed by Rontan Controlling Shareholders...

Dear Rich, Ed and Ross,
As promised please find attached the acceptance letter signed by me and the three Controlling Shareholders...
Best,
Max

Edigimar A. Maximiliano Jr.

CEO – Chief Executive Officer
Grupo RONTAN/FBA - Fundação Brasileira de Alumínio Ltda.
Fone: +55 (15) 3259-9892
Mobile: +55 (11) 98124-7620
E-mail: max@rontan.com.br



March, 5th 2015

Rontan Eletro Metalúrgica Ltda. ("Rontan")
Rod. SP 127, km 114,5 – Tatui
Sao Paulo - Brazil

Dear Mr. Edigimar A. Maximiliano Jr (CEO) and Rontan Eletro Metalúrgica Ltda. ("Rontan") shareholders

Following our conversations, I respectfully submit the following for the letter of intent:

Proposed Structure of the Deal (per our discussions with the CEO of Rontan Eletro Metalúrgica Ltda. With support of shareholders.

I Current Controlling Stakeholders – Joao Alberto Bolzan; Jose Carlos Bolzan and Antonio Carlos de Angelo, from now onwards "Sellers"); Sellers would sell up to 97% of the company's shares; the CEO, Edigimar A. Maximiliano Jr., would keep @ least the current 3% of the company's shares; being a minimum of 48% stake sold to GDSI and its partners...; the 3% of the CEO's shares, thru a shareholder agreement, would grant GDSI with the control of Rontan right away;

II Value of Acquisition for the above mentioned 48% of Rontan shares - Approximately \$83mn would be the guaranteed value to be paid cash to the current Controlling Shareholders...;

III Exchange Ratio Rontan Shares to GDSI Shares (applied to the remaining portion of 49% of Rontan Shares); Sellers accept that exchange ratio right now of GDSI shares @ \$1.00 per GDSI share.

IV A NewCo would be formed...this Newco(New Rontan) would pay a monthly rent on the Real Estate to the OldCo(Old Rontan), in order to ensure that the new shareholders do not have any risks of Labor/Fiscal contingencies from the OldCo...once the Real Estate remaining in the OldCo would be much larger than any potential contingencies coming from the OldCo...;

V RONTAN will give full access to an Auditing Company, named by GDSI, to a full Duo Diligence of its operations;


VI RONTAN's CEO will be responsible to provide material (Presentations; Financials; Market Data; among others...) and at GDSI disposal at any time to road show with any and each investor pointed out by GDSI in order to contribute for the conclusion of the fund raising process...;

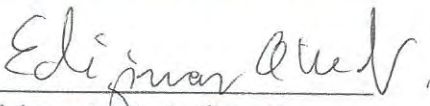
VII "RONTAN Controlling Shareholders will maintain a term of exclusivity period for GDSI of 30 days, automatically renewable each month, for the necessary period to conclude the transaction, unless any

or both CEO's amends this agreement otherwise, effective once both (i) upon approved signing of this agreement and (ii) approaching the achievements in Section II (materially proven)...";

VIII GDSI and RONTAN Controlling Shareholders are committed to honor the opportunity to partnering and becoming a global leading player, replicating the leadership that RONTAN has in Latin America.


Richard J. Sullivan
GDSI - GLOBAL DIGITAL SOLUTIONS, INC
Chairman and Chief Executive Officer


March 5th, 2015
Date 


Edigimar A. Maximiliano Jr.
CEO – Chief Executive Officer
Grupo RONTAN/FBA – Fundicao Brasileira de Aluminio Ltda.
Fone: +55(15) 3205-9890 Mobile: +55 (11) 98124 – 7620
E-mail: max@rontan.com.br

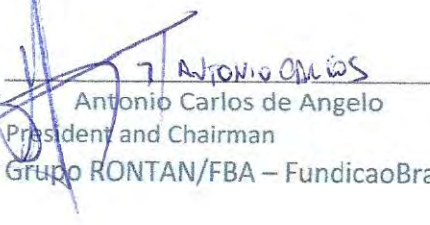
March 06, 2015
Date


Joao Alberto Bolzan
President and Chairman
Grupo RONTAN/FBA – Fundicao Brasileira de Aluminio Ltda.

03/06/15
Date


Jose Carlos Bolzan
Vice-President
Grupo RONTAN/FBA – Fundicao Brasileira de Aluminio Ltda.

March 06/03
Date


Antonio Carlos de Angelo
President and Chairman
Grupo RONTAN/FBA – Fundicao Brasileira de Aluminio Ltda.

03/06/15
Date

Exhibit I

Subject: FW: FW: Presentations
Attachments: RTN_FBA_NOV_2014 - English_1.pptx; PwC - Rontan - Projeto Alpha - Beta - Resultados - Fev-15.pdf

From: Edigimar Maximiliano Junior [max@rontan.com.br]
Sent: Tuesday, March 10, 2015 10:05 PM
To: Ross Trevino
Cc: aag@fba.ind.br
Subject: Presentations

Ross, please find attached the first set of presentations on which we are going to base our main version of Rontan Presentation...

I'm going to put all of that data in a single straight forward presentation in a pocket format for an "Investors Education" model...will send that version to you tomorrow...also, unnecessary to mention that everything will be in English...

Thx,
Max

Edigimar A. [Maximiliano Jr.](#)

CEO – Chief Executive Officer

Grupo RONTAN/FBA - Fundação Brasileira de Alumínio Ltda.

Fone: +55 (15) 3259-9892

Mobile: +55 (11) 98124-7620

E-mail: max@rontan.com.br



RONTAN GLOBAL

- ✓ ***Core business***
- ✓ ***Continuity – 44 years***
- ✓ ***Countercyclical Play***
- ✓ ***Leadership and Market Consolidation***
- ✓ ***Geographic Expansion***
- ✓ ***Expansion into new segments***
- ✓ ***Homework - ZBB - Zero Based Budgeting***
- ✓ ***Operating Strategic Repositioning***
- ✓ ***Capital Structure strengthening***
- ✓ ***Rontan “Latam Leader”***

ONTAN GLOBAL



- ✓ Core Business (Rontan Telecom; Global Services; Rontan North America; Rontan International)
- ✓ Largest player: Conversion of specialty vehicles LatAm and Africa (all segments together)
- ✓ Largest player: Emergency lights
- ✓ Forward Looking Approach: Tripod Consolidation (Best Quality, Largest Player, Maximized Profitability)
 - ✓ - Expansion (Mexico - Adaptation; US - Signaling / Adaptation; Africa/Asia - Signaling / Adaptation)
 - ✓ - Governance (Professionalization of Management; Procurement PwC - *Accounting and Financial*)
 - ✓ - Perpetuity ("IPO" - Creating and restructuring Holding SA Capital Closed)
- ✓ Operating Strategic Repositioning - ZBB on the cost side and new sources of revenue on the top line
- ✓ Repositioning of Capital Structure - FBA – R\$ 48mn already done – total plan up to R\$ 83 million (AFCI)
- ✓ Rontan reduced R\$ 39 million of debt from May to October - Net Debt / Ebitda - 1.5x to 0.6x YE15 ...

ONTAN GLOBAL



- ✓ Countercyclical Play
- ✓ Resilience to adverse economic scenarios (when Patios are full, O&M's get rid of inventory thru Rontan)
- ✓ Continuity in both SP and Federal Governments are a positive ...
- ✓ R\$ 639 mn Pipeline to be released up to YE15 – compensating activity gap from May to November 2014
- ✓ FY15's Pipeline expected to reach up to R\$ 600 mn (Rontan Internal Budget)
- ✓ Total potential pipeline reaching R\$ 1.24 bn by YE15; Revenue Rontan FY15: ranging from-to R\$ 750-900 mn

rontan GLOBAL



- ✓ Dominant position in the local market (=> 80% Market-Share "Adaptation")
- ✓ Regional Leadership (South America)
- ✓ Geographic expansion - "Boost" in the Operation of RNA - Rontan North America (US GDP grows 4%)
- ✓ - Mexico: Consolidating Leadership in Latin America - Special Vehicles and Adaptation Potential Distribution Motorola – 2H15 already in Stage Production – Expected Top Line - US \$ 50 mn
- ✓ - US: Signaling / Adaptation / Distribution Motorola – 2H15 already "Up and Running" - Expected Top Line - US \$ 50 mn
- ✓ Expansion into new segments - "Rontan's Engineering Dept. seeks to propose and develop solutions to needs that even the customers don't realize that they have or will have!"
- ✓ Heavy Vehicles (already "Up and Running"; Revenue of R\$ 250 mn since inception 4Q12 thru YE14)
- ✓ - Solutions on "electric" engine on two wheels for coast patrol
- ✓ - Self Branding: Light Vehicle "Off-Road / 4x4 Urban" for Patrol (Project "in-house")
- ✓ Trend: The new business platforms and new geographies must contribute @ least in 50% in the composition of Rontan Group's top line within the next five years – by YE20!

ONTAN GLOBAL



BUSINESS GROUP

Repositioning of Capital Structure

- "Minimum Cash Policy" Implementation
- Monetization of "Real Estate" Group
- Restructuring of the composition of the Group's debt

ZBB - Zero Based Budgeting

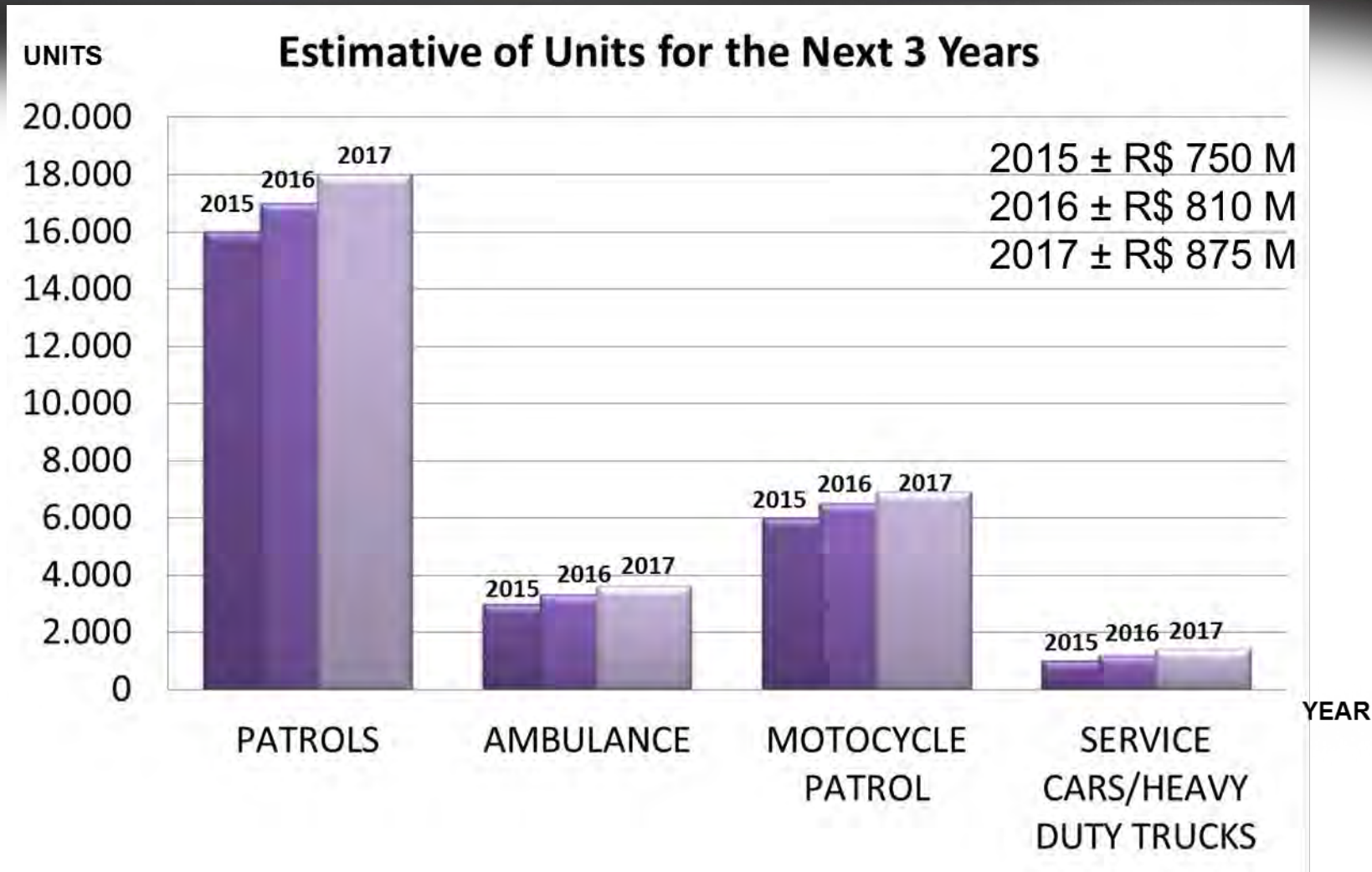
- ~18% Drop in the monthly burn-rate of Rontan in 2Q14
- ~23% Drop in the monthly burn-rate of FBA in 3Q14

Operational Strategic Repositioning

- Repositioning sale prices to customers (RTN and FBA)
- Gain of scale in the purchase of raw material (RTN and Aluminum FBA)
- Clause of "Take or Pay" for volumes in FBA - LTAs
- Clause of "Minimum Remuneration" of Capex (RTN and FBA)
- **FBA – "A GLOBAL PLAY FOR A GLOBAL OUTSOURCING PLAYER"**
- Right Commodity! Aluminum; "Economic Momentum" – Inovar- Auto! Also, FX momentum!



SALES PROJECTION



Subject: FW: FW: Presentations (2nd part)
Attachments: Rontan - March_2015 - English_1.pptx

From: Edigimar Maximiliano Junior [max@rontan.com.br]
Sent: Tuesday, March 10, 2015 10:06 PM
To: Ross Trevino
Cc: aag@fba.ind.br
Subject: RES: Presentations (2nd part)

Edigimar A. Maximiliano Jr.

CEO – Chief Executive Officer

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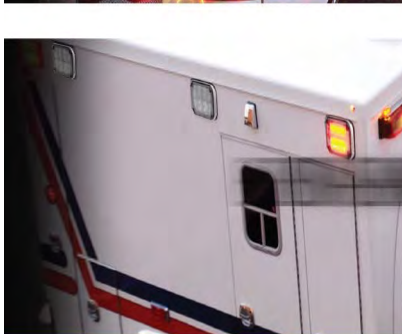
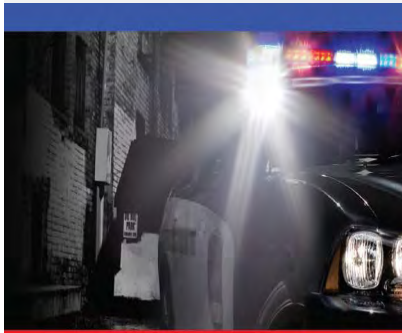
E-mail: max@rontan.com.br

Executive Summary



● **1**

1.1 Company Overview



- Rontan began operations on August 11, 1970, in São Paulo, through the pioneering and entrepreneurial vision of Mr. Orlando and Mr. John Bolzan Alberto Bolzan, who envisaged at that time excellent business prospects in the production of equipment audible / visual signaling equipment for the industrial and automotive markets.
- In mid-1986, through an invitation from General Motors of Brazil, and the Military Police of São Paulo, Rontan developed a prototype of Opal car. Standard Model Radio Patrol - RPP, which was a new milestone in their activity: the Special Vehicles division.
- From this project, the automakers and other military police of Brazil, began requesting various projects, thus developing a market that Rontan has always been a pioneer, today being approved for all automakers, producing an average of 400 projects per year.
- Rontan is a leader in several segments, and their products approved by the Assembly of Engineering, with a strong presence in:
 - Visual signaling Acoustic Industrial and Automotive
 - Public Safety (Rangers, Troop Transport, Transport of Prisoners, etc ...)
 - Health (Ambulance, Dental Offices, Medical Offices, Redemption, etc
 - Services (telephony, Energy, Roads Dealers, etc)
 - Firefighters (Auto Pump, Pond Pump Auto, Auto Tank, etc)
 - Heavy Vehicles audiences (Militarization, Tanks, Command Centers Furniture, Truck, etc ...)
 - Heavy Vehicles Private (Office Mobile, Auto Wash, Lube Train, etc ...)
 - (Individual Protection Vests Ballistics')
 - Telecom - Largest Distributor for Motorola Radios and Embedded Systems.

1.2 Market Potential

Expected Growth of Vehicle Manufacturers

1

Manufacturers of vehicles have high growth prospects for the coming years, both already increased installed capacity to produce 5.5 million vehicles year. For this reason, many of them has discussed Rontan to expand its range of products to be offered to final customers.

Significant increases in purchases of special vehicles

2

Markets of Public Safety, Health and Education has been increasing over the mandates of governments. All large projects, especially in these 03 markets, are treated as priority and growing, as they bring great political visibility to the Governor, in the short term.

Replication Model of Brazil in Latin America

3

Vehicle manufacturers and importers of vehicles and motorcycles are increasingly looking Rontan, by indicating the same to replicate projects in their countries, thus giving greater protection and greater control in Brand After Sale Service. Example: Argentina Mercedes, Nissan Peru, Bolivia VW, Chrysler Mexico, Ecuador Kia - Total Market today in Latin America, not counting Mexico market is almost the same size as the Brazil market for special units

Financing (FINAME), for special vehicles

4

Rontan has been pioneering projects to facilitate the purchase of vehicles by private sector companies, from special units for builders and for agribusiness companies, seeking solutions with the surety of financing from BNDES

Opportunities to lease Special Vehicles.

5

Today Rontan is one of the few who bothered with this thread, setting their projects so that they are assembled in other states and even outside Brazil. Today assemble kits patrols and ambulances in over 10 countries and across national territory, thus differing from most of our competitors

1.3 Highlights Opportunity

- Rontan provides an operational structure, industrial plant with a high yield of special vehicles, the largest company in Latin America.
Rontan is certified by ISO / TS 16949, ISO 9001 and ISO standards.
- All developed products meet the quality requirements of the Assembly and End Customers are certified by National and International Standards tests done in laboratories and trained bodies (Intertek, Cetra, Spectra, INMETRO, Idiada, etc ...)
- **With a gross annual revenues in 2013 of approximately R \$ 600 million and EBITDA margin of 20%, the Company has planned investments for the next five years of approximately R\$ 30 million, hoping to achieve a gross turnover of over R\$ 1 billion in 2020, and increase their level of profitability.**
- For these reasons, Rontan presents an excellent opportunity:
for synergies, through the unification of structures, economies of scale, increased bargaining power, among others,
as an entry in the Latin American market, with the opportunity to acquire a modern industrial park, and a loyal customer base,
as a strong potential to generate value in a short period of time and making the investment in a globalized and vertical chain.
- A fact that the current economic situation in the country to export is a fast and profitable for the expansion of new business environment.
- As global visibility after Rontan, many key automotive companies that provide solutions to automakers, are constantly seeking to develop business partnerships with Rontan in Brazil and abroad. Examples Motorola, Panasonic, Pierce, Oschkosh, Plasan, Aymesa and many other Claros
- So Rontan, with the purpose of improving the quality of its products and services, has over time seeking technological improvement through the training of its employees, machinery and working methods.

Momentum



● 2

2.1 Momentum – Commercial Reality

Discursive

- The partners of the company together with its directors have identified that there is a great growth opportunity for Rontan. Was realized through conversations and negotiations with your current customers, many of them have interest in expanding business with the company, adding greater volume and different products in their portfolios.
- Seen it, Rontan is structuring a plan to expand its plant by increasing the current capacity by 2,400 vehicles. / Month to 3,000 vehicles / month, thus scaling to new projects being developed along the automakers and Public Agencies. The partners believe that the Company is in single investments in expansion that aims to achieve a new level of operation time.

The opportunity is now interesting to conquer partnerships strategically strengthening its presence in the Company operates segment to better serve their clients with qualitative and increased competitiveness developments.



History of Company



3

3.1 History

Grupo Rontan

1970

RONTAN

Foundation

1 Warehouse, 30 employees



3.1 History

Grupo Rontan

1970

1997



Distribute of Motorola

Foundation



3.1 History

Global Service

1970

FONTAN
Fundação

1997

Distribute of
Motorola

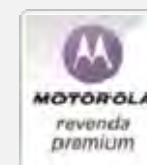
1999



company
assistance
technique, after sales services



- National Distribution Center.
- Aggregates services to their products.
- Trade and technical assistance
Motorola radios and acoustic signaling
visual.



3.1 History

Fundação Brasileira de Alumínio

1970



Fundação

1997

Motorla

1999



company
assistance
technique,
after sales
services

2000



Fundação
Brasileira
De Alumínio



- Pioneer in Aluminum Injection High and Low Pressure. Revenues of \$ 180 million / year.
- Industrial park of 110,000 m² being 22.000m² Built.
- Monthly production of 1,500 ton cast aluminum.

3.1 History

Rontan North America



Distribuidora
Autorizada
Motorola



- Rontan expansion in the international market.
Unit in Miami - Florida.
- Independent Distributors.
- Products designed to meet the requirements of American market.
- Strong relationship with customers.
- Agility in delivery of products.

3.1 History

Rontan Minas Gerais



Distribuidora
Autorizada
Motorola



- Parque Industrial de 15.000 m², sendo 6.000 m² de área construída.
- 60 colaboradores.
- Estrategicamente localizado – próximo montadoras.
- Adaptação de veículos.
- Serviços de pós-venda.
- Consultores de vendas.
- Logística facilitada.
- Flexibilidade produção.

3.1 History

Rontan Telecon



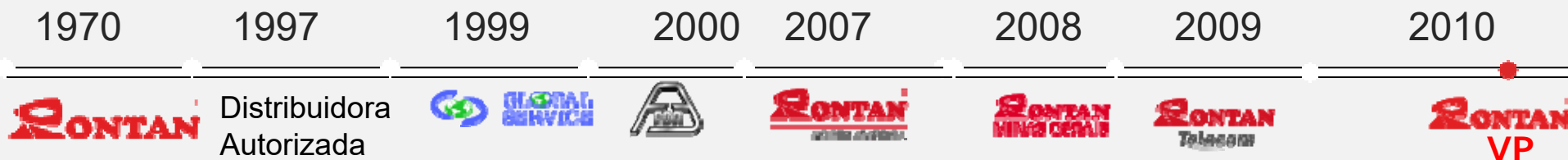
Distribuidora
Autorizada
Motorola



- Largest authorized distributor of Motorola radio systems Latin America with more than 12,000 mobile terminals and portable operation.
- Sale and implementation of communication system type "Trucking." Mobile Radios, laptops and communication network.
- Video monitoring and automatic vehicle location police. Equipment and solutions for wireless broadband.
- Operates in Public Sectors, Mobile Carriers, TV and radio broadcasting. Infrastructure - inventory and logistics national market.
- Client: Department of Public Safety, Social Defense, Municipalities, Industries, Resellers Motorola, among others. Continued investment in support, training and communication.

3.1 History

Rovcan



• Segmento que começou em fevereiro de 2012, para buscar outros mercados.

• Estima-se que este mercado seja de R\$ 1 Bilhão de reais. Somente este ano a Rontan tem previsão de faturamento de R\$ 72 Milhões de REAIS em 2014.



3.3 Corporate Membership

João Alberto Bolzan

President



35,76%

José Carlos Bolzan

Vice-President



32,12%

**Antônio Carlos de
Ângelo**

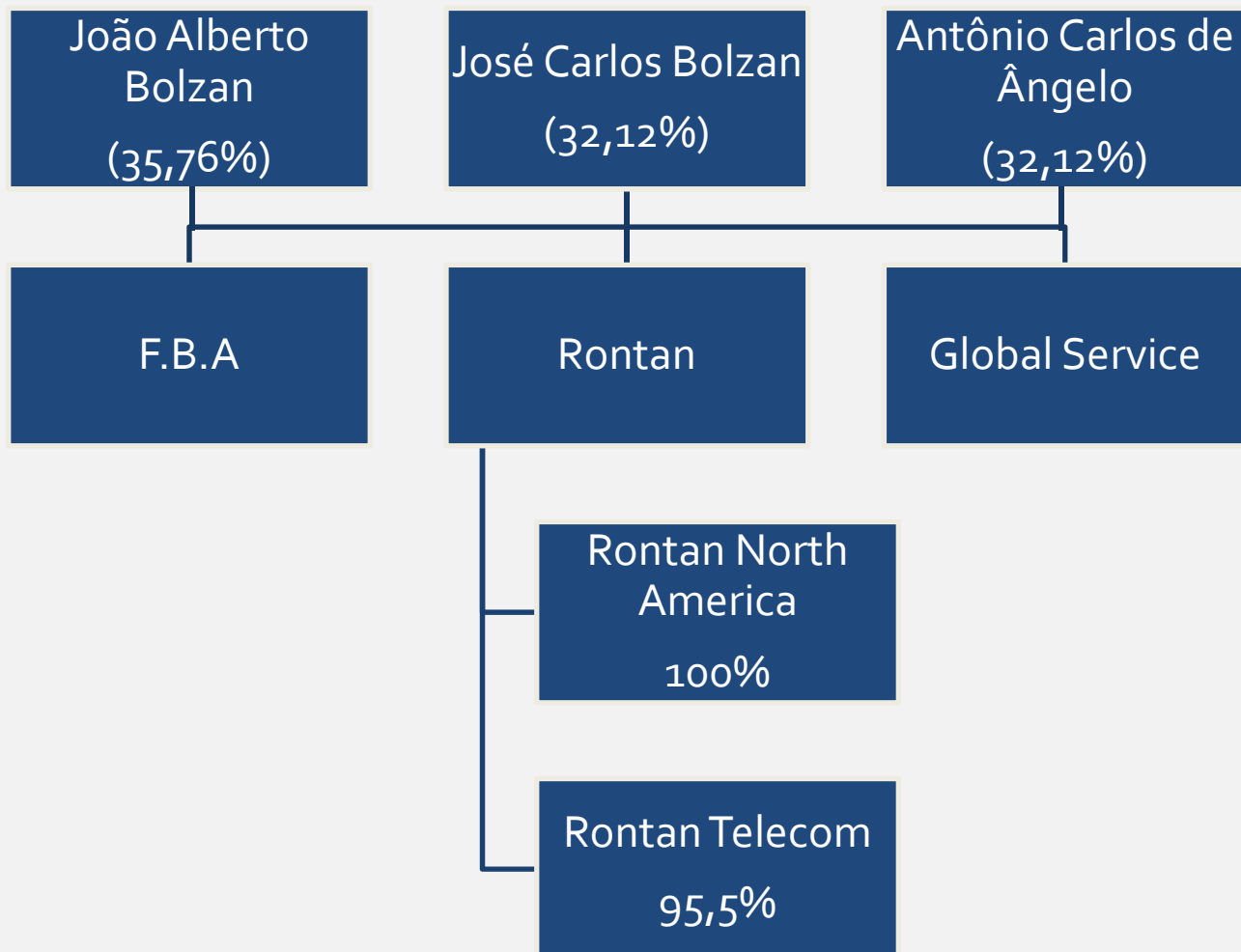
Vice-President



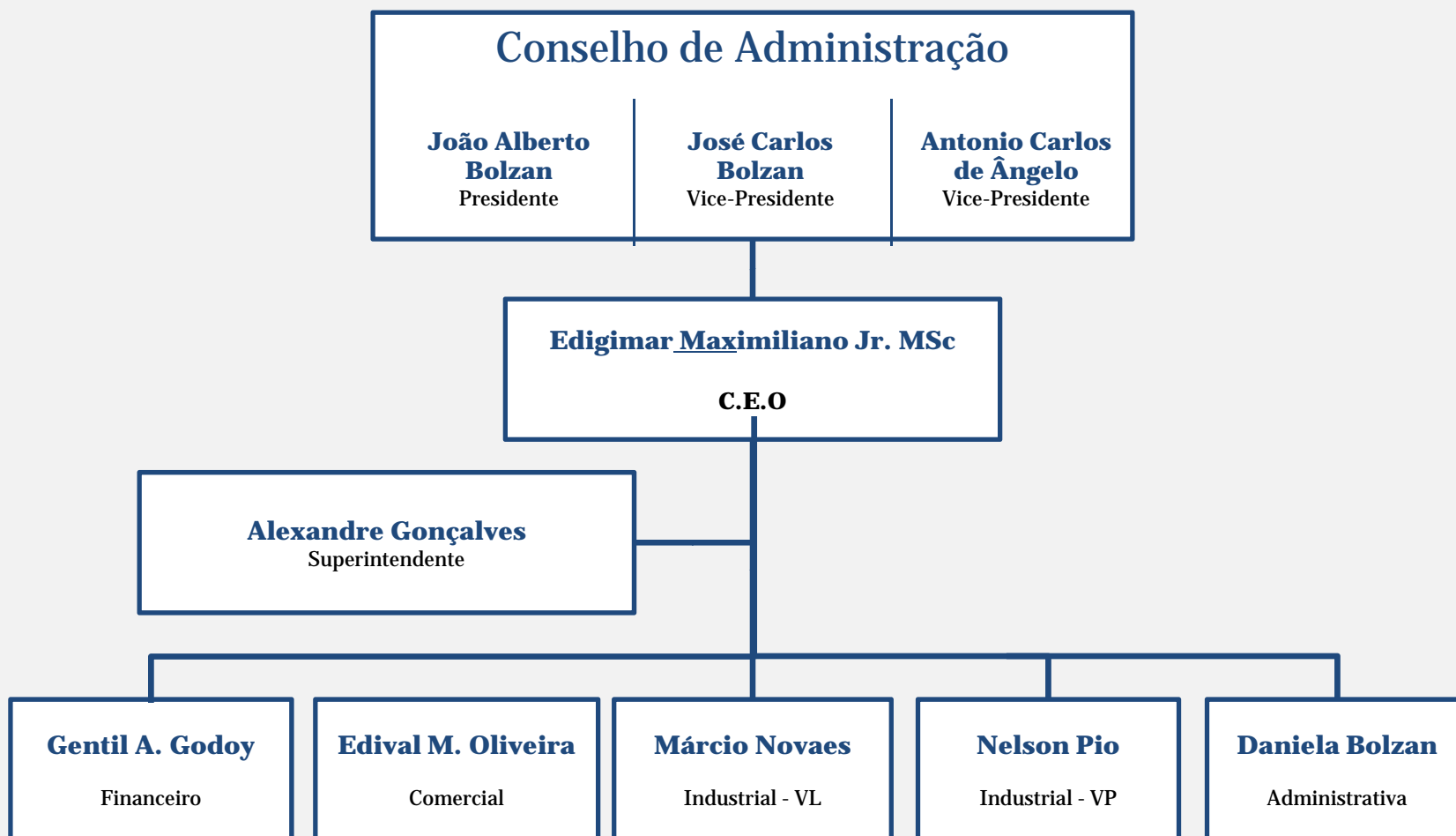
32,12%

100 %

3.2 Corporate Membership



3.4 Executive Organization Chart



3.5 Human Resources

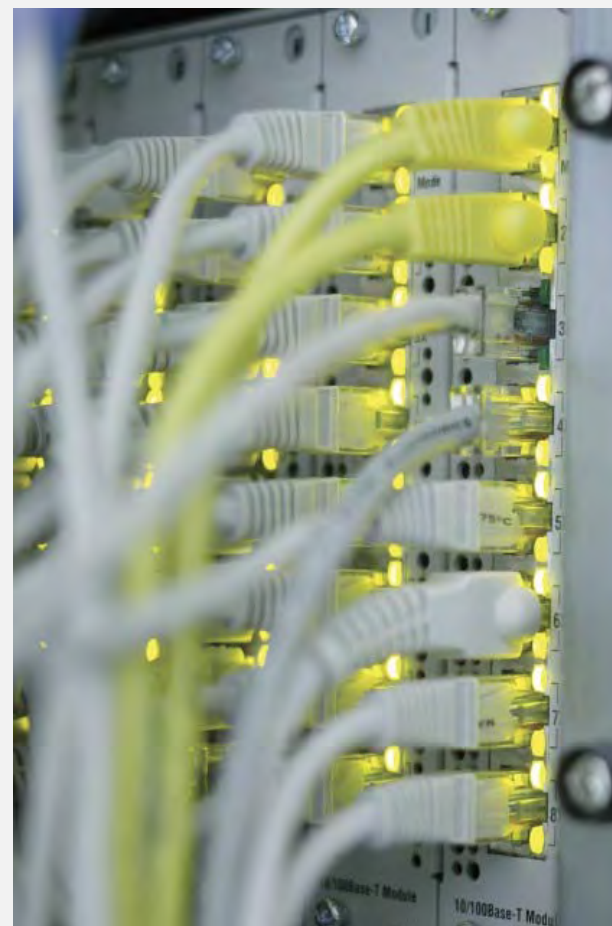
In May 2014, Rontan had 1,700 employees.

A point of extreme importance to the company is the level of investment in training its employees. In 2013, over R\$ 300,000 was invested in training, ensuring the qualification of employees.



3.8 Information Systems and Software.

- The Company uses ERP (Enterprise Resource Planning) Totvs, which ensures the management and integration of management processes of the company.
- This software includes the following integrated modules:
 - accounting;
 - financial;
 - Planning and budget control;
 - Sales and revenues;
 - Inventory and costs;
 - Purchasing and supply;
 - Freight shipper;
 - CFP - Planning and production control;
 - Quality management;
 - Fixed assets;
 - tax; and
 - Advanced tax.



3.9 Information Systems and Software for Projects

Software – Solid Works e Catia®

- It is a comprehensive simulation tool for the development of projects with world-class quality. Have simulation capabilities that demonstrate a path to understanding the filling, solidification, mechanical properties, thermal stresses and distortions. The software provides a complete solution for the departments of design, production and quality.
- Helps to avoid problems and supply channels, predict the quality of the final projects and reduce finishing costs.

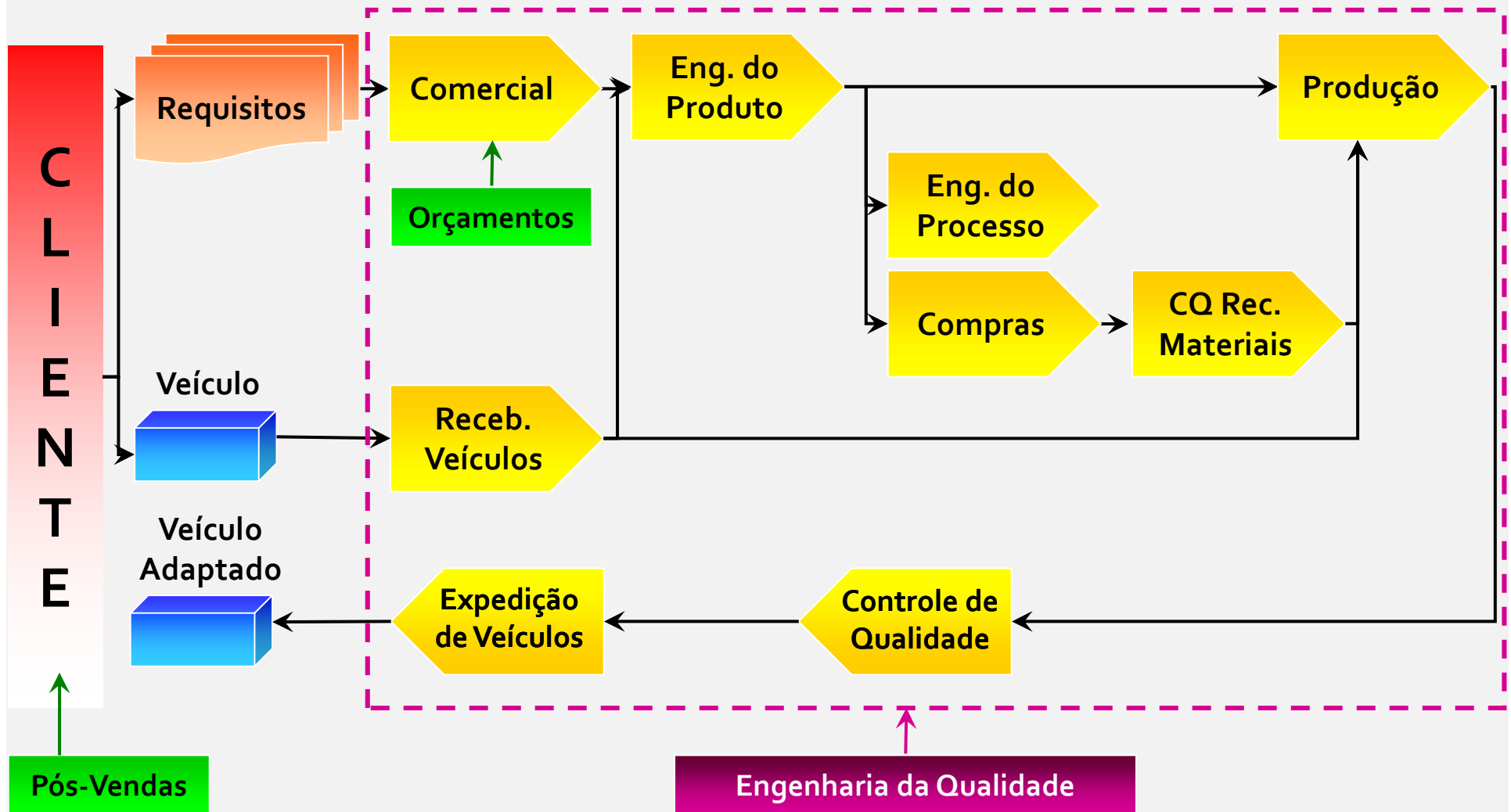


Factory and Products



● 4

4.3 Functional Organization Chart



Quality Eng

4.4 Processes - Quality Engineering



1ª Empresa no MUNDO
Certificada ISO TS
No Segmento

Eng^a. da
Qualidade



Elaboração do Manual
do Usuário



Planejamento da Qualidade

- Procedimentos
- Instruções de Trabalho
- Planos de Controle
- Plano de Inspeção
- Indicadores da Qualidade

4.4 Processes - Quality Engineering

Adaptação de Veículos Especiais

10 Linhas produtivas com capacidade de 120 carros / dia



Pintura

Tecnologia Italiana com capacidade 120 carros / dia



Produção

Sinalização

Alta performance utilizando sistema Lean Manufacturing

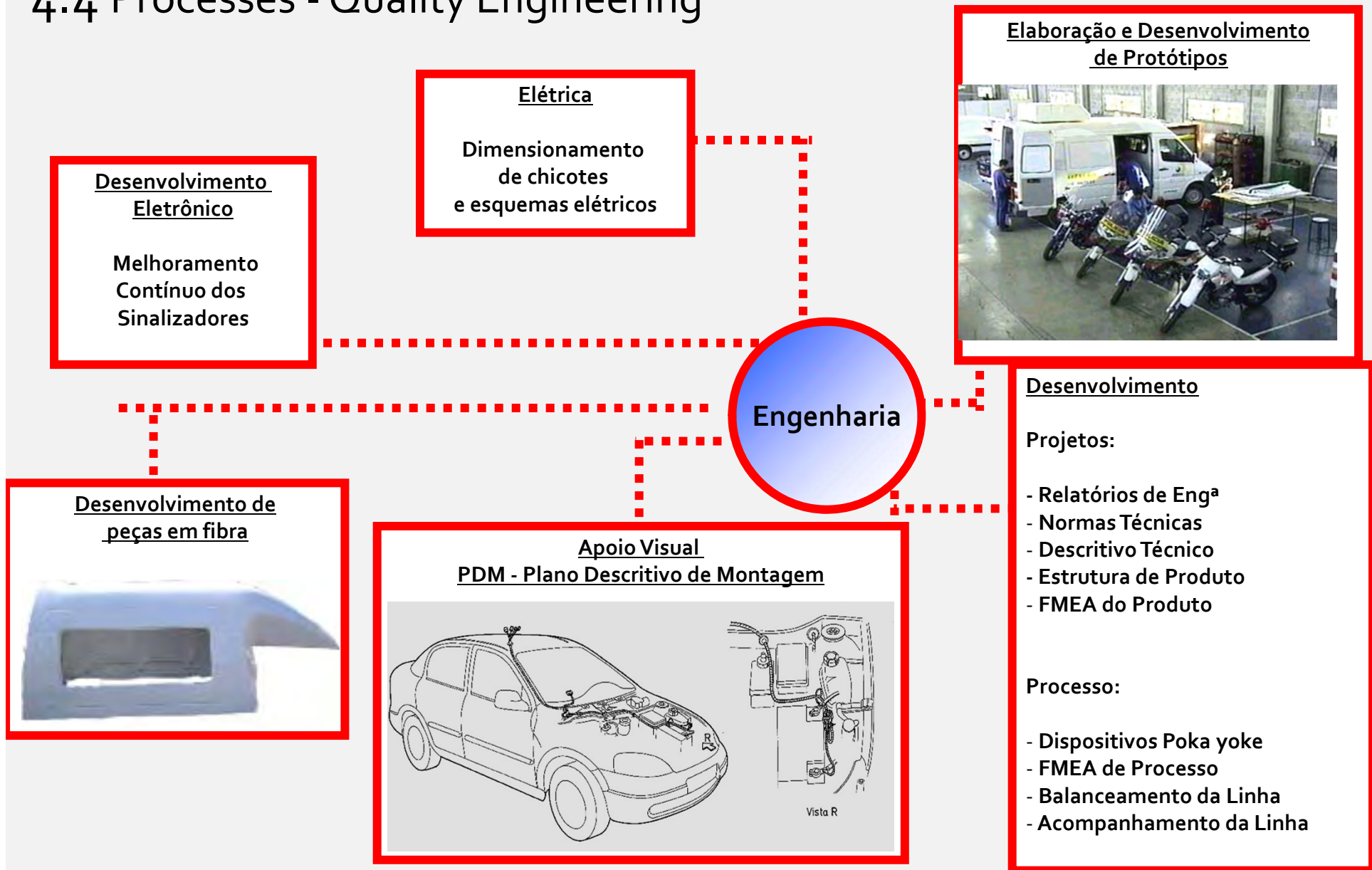


FCM - Fabricação de Componentes Metálicos



4.4 Processes - Quality Engineering

Engineering



4.4 Processes - Quality Engineering

Quality Control

Testes Realizados

- Montagem
- Funcionamento (elétrico e mecânico)
- Água
- Empoeiramento
- Tacógrafo (rodagem)
- Controle de Torque

Equipe

Altamente qualificada nas inspeções, seguindo os critérios das montadoras

C.Q.

Teste de Água



Pista de Teste



4.5 Processes - Supplies

Purchasing Department

- The entire supply chain is selected through a process of approval, effective participation of Product Engineering.

Costs and Budgets

- Have a technical team that analyzes the feasibility and the desires of customers.

Warehouse and inventory

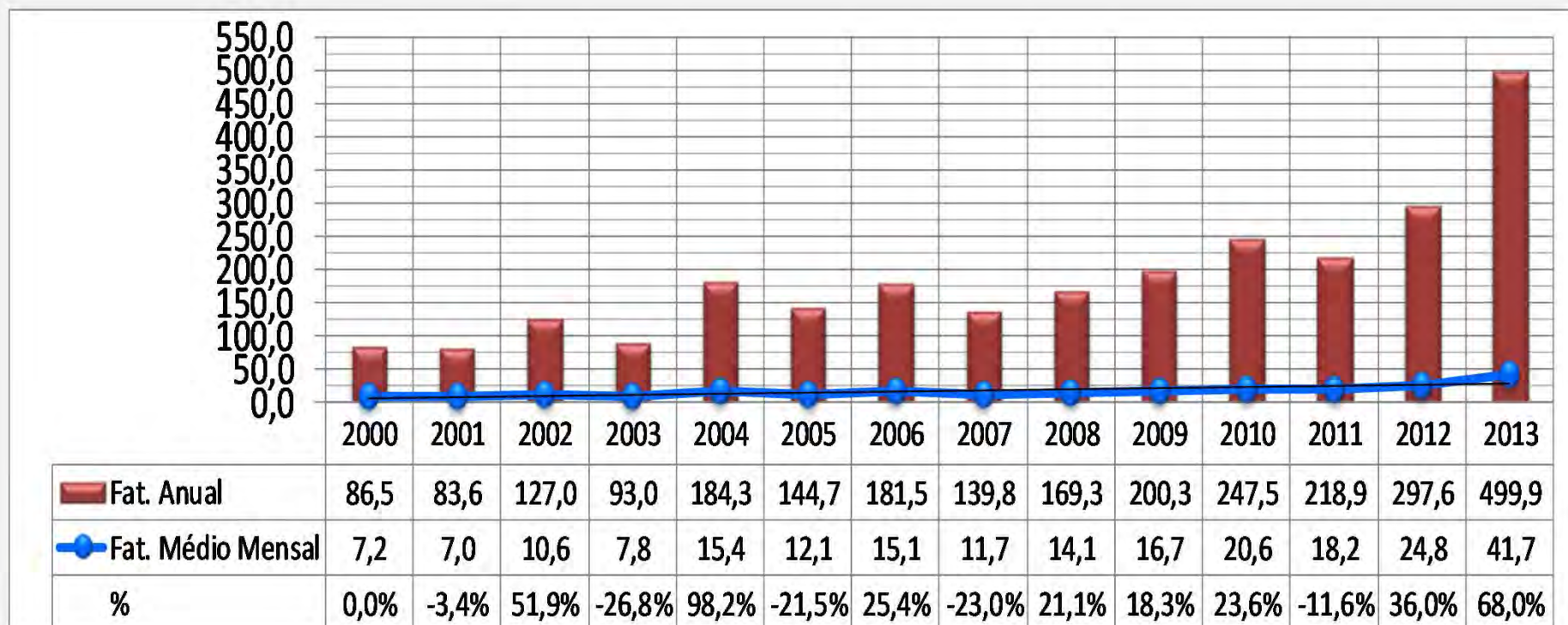


Revenue

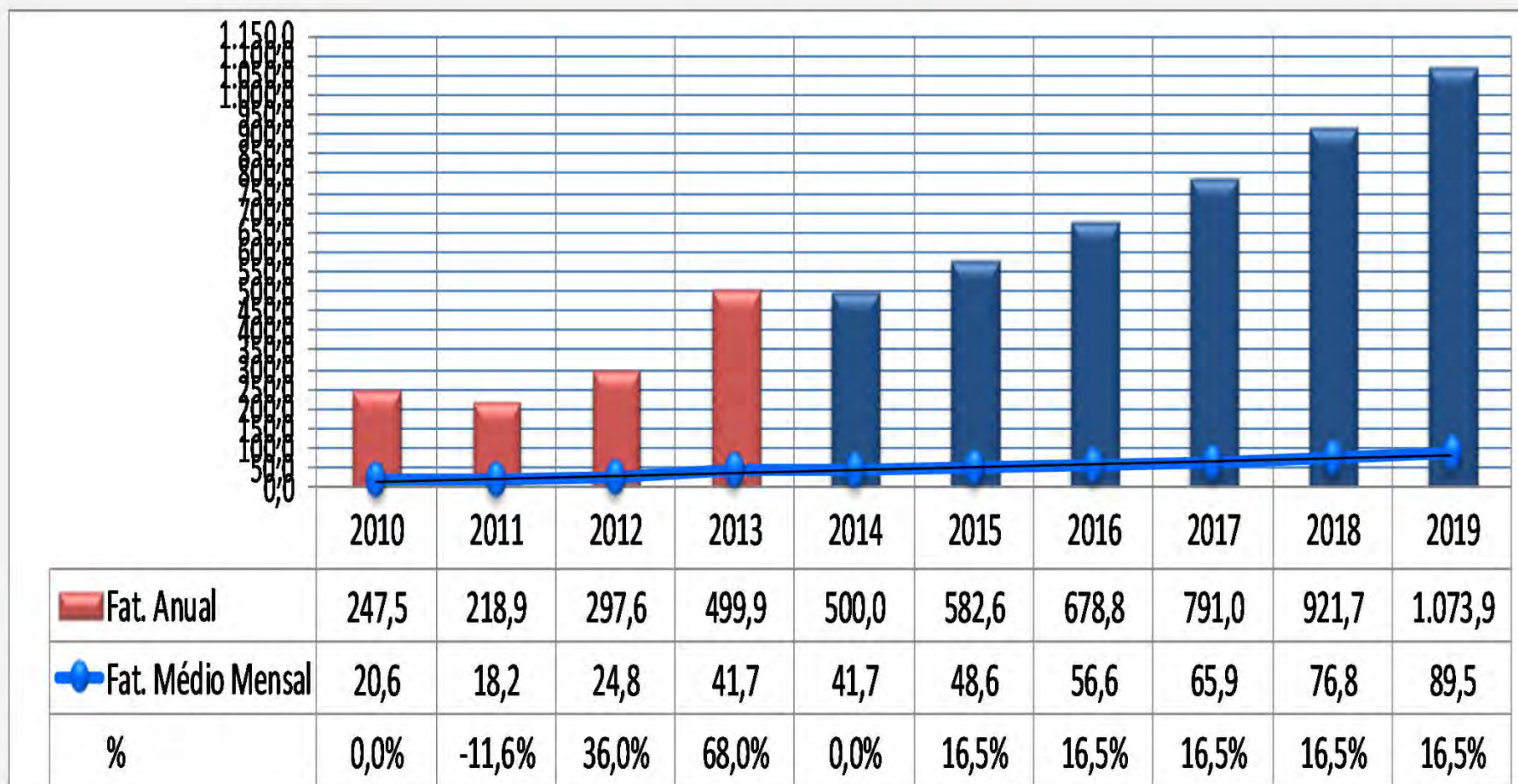


•5

5.2 Billing - 2000 – 2013 (revenue)



5.1 Revenue – 2010 – 2013 – Projection 2014 - 2019



Attachments



• 6

6.1 Products – Conversion Cars

Public Safety



6.1 Products – Conversion Cars Public Safety



6.1 Products Conversion Cars

Transport Prisoners



6.1 Products – Conversion Cars Services



6.1 Products – Conversion Cars Services



6.1 Products – Conversion Cars

School vehicles and transportation of persons



6.1 Products – Conversion Cars Funeral and Transport Corpses

▪



6.1 Products – Conversion Cars Ambulance



6.1 Products – Conversion Cars

Fire Fighting Trucks

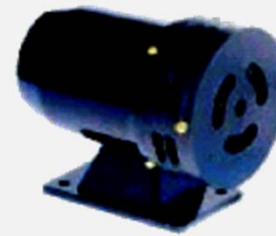


6.1 Products – Conversion Cars

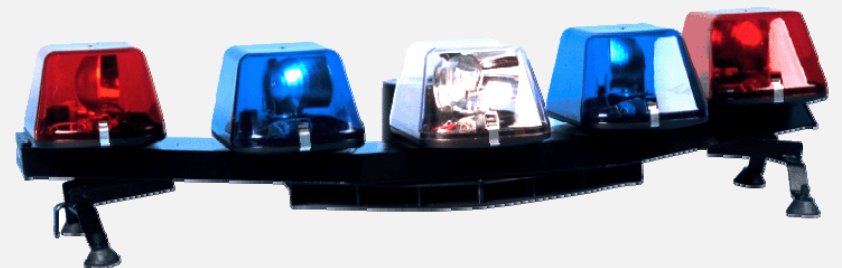
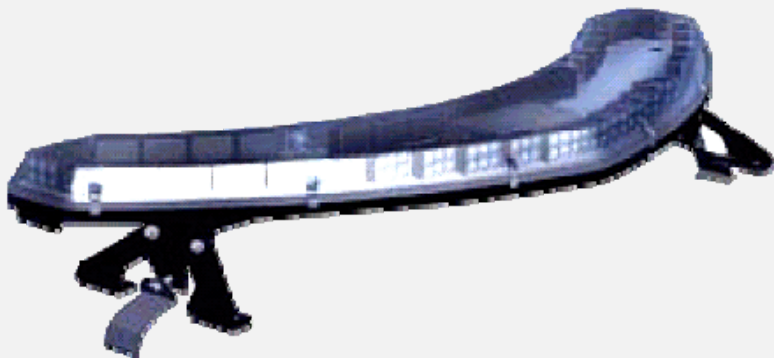
Kit police motorcycle



6.2 Products – Emergency Light and Sounds



7.2 Products – Emergency Light and Sounds



6.3 Products – Telecom and Communications Systems



6.4 Products – Bullet Vest



Exhibit J

Subject:

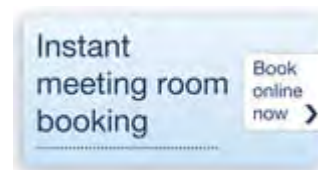
FW: FW: HQ Meeting Room Amended Confirmed Booking 48674677

From: HQ Meeting Room Reservations [Florida.FlaglerBusiness@regus.com]

Sent: Wednesday, March 11, 2015 12:59 PM

To: Ross Trevino

Subject: HQ Meeting Room Amended Confirmed Booking 48674677



Thank you for confirming your booking with HQ. We are delighted to have the opportunity to help. Please find below your amended booking details.

Please discard any previous versions of this booking to avoid confusion.

Confirmed Booking Summary

REFERENCE: 48674677
Center: FL, West Palm Beach - Philips Point
Client: Global Digital Solutions, Inc.

Meeting Room Details

Host Name: David Loppert
Start Date: Monday, March 16, 2015
Start Time: 1:00 PM
End Date: Monday, March 16, 2015
End Time: 5:00 PM
Delegates: 6
Room Layout: Boardroom

We are pleased to provide further information on the following services as requested:

Qty Service	Rate	Price
1 Meeting Room (Room Rate) <i>Includes 10% Discount</i>	\$342.90	\$342.90
TOTAL		\$342.90

Due to limited availability, and as a courtesy to other customers, we ask that you notify us if you no longer require the booking on the requested dates.

* Please Note - prices do not include local tax. The price quoted excludes any prepayment.

Please use the following details to contact us:

Phone: +1 561 515 6000
Email: Florida.FlaglerBusiness@regus.com
Fax:

HQ Location Details

Center: **FL, West Palm Beach - Philips Point**
Address: **777 South Flagler Drive**
Suite 800 - West Tower
West Palm Beach
Florida
33401
United States of America
[Click here for a map](#)
Phone **+1 561 515 6000**
Fax
Email Florida.FlaglerBusiness@regus.com

Your Company Details

Client: **Global Digital Solutions, Inc.**
Contact Name: **David Loppert**
Contact Tel: **561-632-1020**
Contact Email: dloppert@gdsi.co
Address: **14 Saint George Pl**
Palm Beach Gardens
Florida
33418
United States of America

You have selected to pay by Monthly Invoice.

Disclaimer: Meeting room bookings which overrun or have delegates added at the point of Check In will have all additional charges calculated at the clients standard hourly rate.

Thank you for contacting HQ. We look forward to welcoming you soon.

The information in this email is confidential and may also be privileged. If you are not the intended recipient please notify us immediately.

Please review the [terms and conditions](#) for Regus Management Group, LLC

Subject:

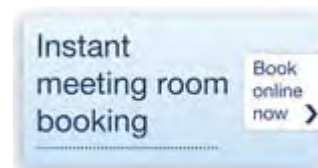
FW: FW: HQ Meeting Room Amended Confirmed Booking 48675017

From: HQ Meeting Room Reservations [Florida.FlaglerBusiness@regus.com]

Sent: Wednesday, March 11, 2015 1:18 PM

To: Ross Trevino

Subject: HQ Meeting Room Amended Confirmed Booking 48675017



Thank you for confirming your booking with HQ. We are delighted to have the opportunity to help. Please find below your amended booking details.

Please discard any previous versions of this booking to avoid confusion.

Confirmed Booking Summary

REFERENCE: 48675017
Center: FL, West Palm Beach - Philips Point
Client: Global Digital Solutions, Inc.

Meeting Room Details

Host Name: David Loppert
Start Date: Tuesday, March 17, 2015
Start Time: 10:00 AM
End Date: Tuesday, March 17, 2015
End Time: 5:00 PM
Delegates: 6
Room Layout: Boardroom

We are pleased to provide further information on the following services as requested:

Qty Service	Rate	Price
1 Meeting Room (Room Rate) <i>Includes 10% Discount</i>	\$342.90	\$342.90
TOTAL		\$342.90

Due to limited availability, and as a courtesy to other customers, we ask that you notify us if you no longer require the booking on the requested dates.

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Phone: +1 561 515 6000
Email: Florida.FlaglerBusiness@regus.com
Fax:

HQ Location Details

Center: **FL, West Palm Beach - Philips Point**
Address: **777 South Flagler Drive**
Suite 800 - West Tower
West Palm Beach
Florida
33401
United States of America
[Click here for a map](#)
Phone **+1 561 515 6000**
Fax
Email Florida.FlaglerBusiness@regus.com

Your Company Details

Client: **Global Digital Solutions, Inc.**
Contact Name: **David Loppert**
Contact Tel: **561-632-1020**
Contact Email: dloppert@gdsi.co
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Palm Beach Gardens
Florida
33418
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Subject:

FW: FW: HQ Meeting Room Confirmed Booking 48675208

From: HQ Meeting Room Reservations [Florida.FlaglerBusiness@regus.com]

Sent: Wednesday, March 11, 2015 1:26 PM

To: Ross Trevino

Subject: HQ Meeting Room Confirmed Booking 48675208



Thank you for confirming your booking with HQ. We are delighted to have the opportunity to help. Please find below your booking details.

Confirmed Booking Summary

REFERENCE: 48675208
Center: FL, West Palm Beach - Philips Point
Client: Global Digital Solutions, Inc.

Meeting Room Details

Host Name: David Loppert
Start Date: Wednesday, March 18, 2015
Start Time: 2:15 PM
End Date: Wednesday, March 18, 2015
End Time: 5:00 PM
Delegates: 6
Room Layout: Boardroom

We are pleased to provide further information on the following services as requested:

Qty	Service	Rate	Price
1	Meeting Room (Room Rate) <i>Includes 10% Discount</i>	\$235.13	\$235.13
TOTAL			\$235.13

Due to limited availability, and as a courtesy to other customers, we ask that you notify us if you no longer require the booking on the requested dates.

* Please Note - prices do not include local tax. The price quoted excludes any prepayment.

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Email: Florida.FlaglerBusiness@regus.com
Fax:

HQ Location Details

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33401
United States of America
[Click here for a map](#)

Phone +1 561 515 6000

Fax

Email Florida.FlaglerBusiness@regus.com

Your Company Details

Client: Global Digital Solutions, Inc.
Contact Name: David Loppert
Contact Tel: 561-632-1020
Contact Email: dloppert@gdsi.co
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33418
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Exhibit K

Subject: FW: FW: Presentation and BIO...Rontan/GDSI Road Show
Attachments: Presentation RTN_March_2015_2.ppt; Max_Bio_March_2015.pptx

From: Edigimar Maximiliano Junior [max@rontan.com.br]
Sent: Friday, March 13, 2015 11:53 PM
To: Ross Trevino
Cc: aag@fba.ind.br; 'Daniela Bolzan'; cpaulino@fba.ind.br; richardsullivan@msn.com; Edwin Wang; 'Marcio Brasil'; emoliveira@rontan.com.br
Subject: Presentation and BIO...Rontan/GDSI Road Show

Dear Ross, Rich and Ed, our flight takes-off tomorrow night @ 11:30pm Brazil time...landing in MIA @ 7am Sunday...we'll get a car right away from MIA and will be in WPB probably by lunch time... We (me and Alexandre Gonçalves, our COO) will be staying @ Hyatt Place West Palm Beach/Downtown...few steps from your office...

Please find attached both the draft presentation to be delivered to investors and also a BIO from our team...Alexandre will prepare his tomorrow...we will also have a hardcopy short version of PwC's report to deliver...

Please let me know how the agenda looks like,
Looking forward to make things happen,
Max

Edigimar A. Maximiliano Jr.

CEO – Chief Executive Officer

Grupo RONTAN/FBA - Fundição Brasileira de Alumínio Ltda.

Fone: +55 (15) 3259-9892

Mobile: +55 (11) 98124-7620

E-mail: max@rontan.com.br



GRUPO RONTAN Eletro Metalúrgica



Investor Education



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Alexandre A. Gonçalves

agoncalves@rontan.com.br

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March 2015

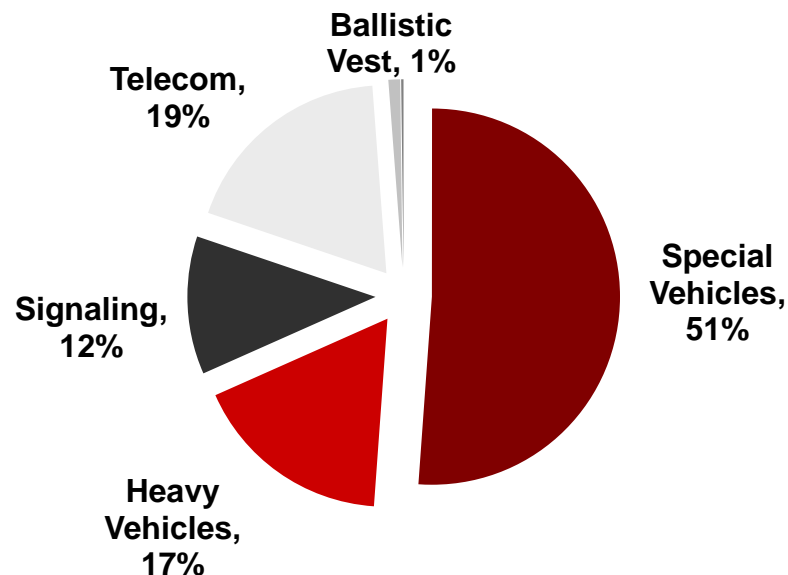
Issuer	Rontan Eletro Metalúrgica
Registration	SEC and CVM
Listing	OTC
Securities Offered	Up to 100% of the Capital
Price Range	To be defined
Proposed Size	US\$ 83 mn Secondary + US\$ 30 mn Primary
Selling Shareholder	Primary and /secondary
Greenshoe, Hot Issue	N.A.
Pricing	First half of April
Lock-up Period	TBD (for controlling shareholders and management)
Bookrunner	In house

- Rontan is the **largest** Speciality Vehicles **O&M company in the planet** (by volume – up to 50k units/year). The company offers Police Cars, Ambulances, Fire Trucks , Visual Acoustic Equipments, Services Cars, Heavy Duty Vehicles and any type of Special Project Vehicle.
- The company has been in business since 1970 and holds the absolute leadership in Latam: it has 1.500 workers, 3 Subsidiaries, 04 Branches, 60 Technical Assistants, 53 Sales Representative and Dealers, among others. (Brazil, Latin America and US).
- Revenue break-down: **(i) Vehicles Adaptation** – (~68% of Revenue, > 60% of Ebitda); **(ii) Acoustic Visual Equipment** (~12% of Revenue, ~25% of Ebitda); **(iii) and Telecom/B. Vest** (~19% of Revenue, ~15% of Ebitda).

Geographical Distribution



Revenue Breakdown



Company Overview – Operations and Main Clients

Automakers

Rontan is certified by all automakers in both Brazil and Latam...in both light and heavy vehicles; Segments: Security, Ambulance, Services, Fire fighting, Motorcycles and Special projects.

Rontan sells to and receives from the automakers (directly). Main customers: GMC, Ford, Chrysler/Fiat, VW, Mitsubishi, Toyota, Honda, Yamaha, MAN, Iveco, Peugeot, Kia, Agrale, Land Rover, Suzuki, Nissan, BMW, among others..

Public Target Customers

The Rontan's main public target are: Federal Government, Justice and Health Ministry, Penitentiary Department, Military and Civil Police, Fire Department, Highway Patrol, Metropolitan Guards, Federal Police, EMS Market, State Health Secretary, Municipal Health Sec., Hospitals, Clinics, Road Concessionaires, Rental Cars, Private Companies.

Motorola Distributor

Rontan is the largest Motorola distributor in both volumes and value in Brazil and South America; for radios and telecommunication systems; developing Telecommunication Solutions/Communication Systems Wireless for Private and Public markets.

Heavy Duties Trucks

Heavy Vehicles is the latest business unit of Rontan, as well as the most promising. Implements for such segments as Mining, Agrobusiness, Construction, Fire Trucks, Maintenance and Refuelling, Defense Industry, among others.

The main customers: Cosan, Vale do Rio Doce, Votorantim, Duratex, MAN, Bunge, BP British Petroleum.

Main O&M Customers



Signaling



Special Vehicles



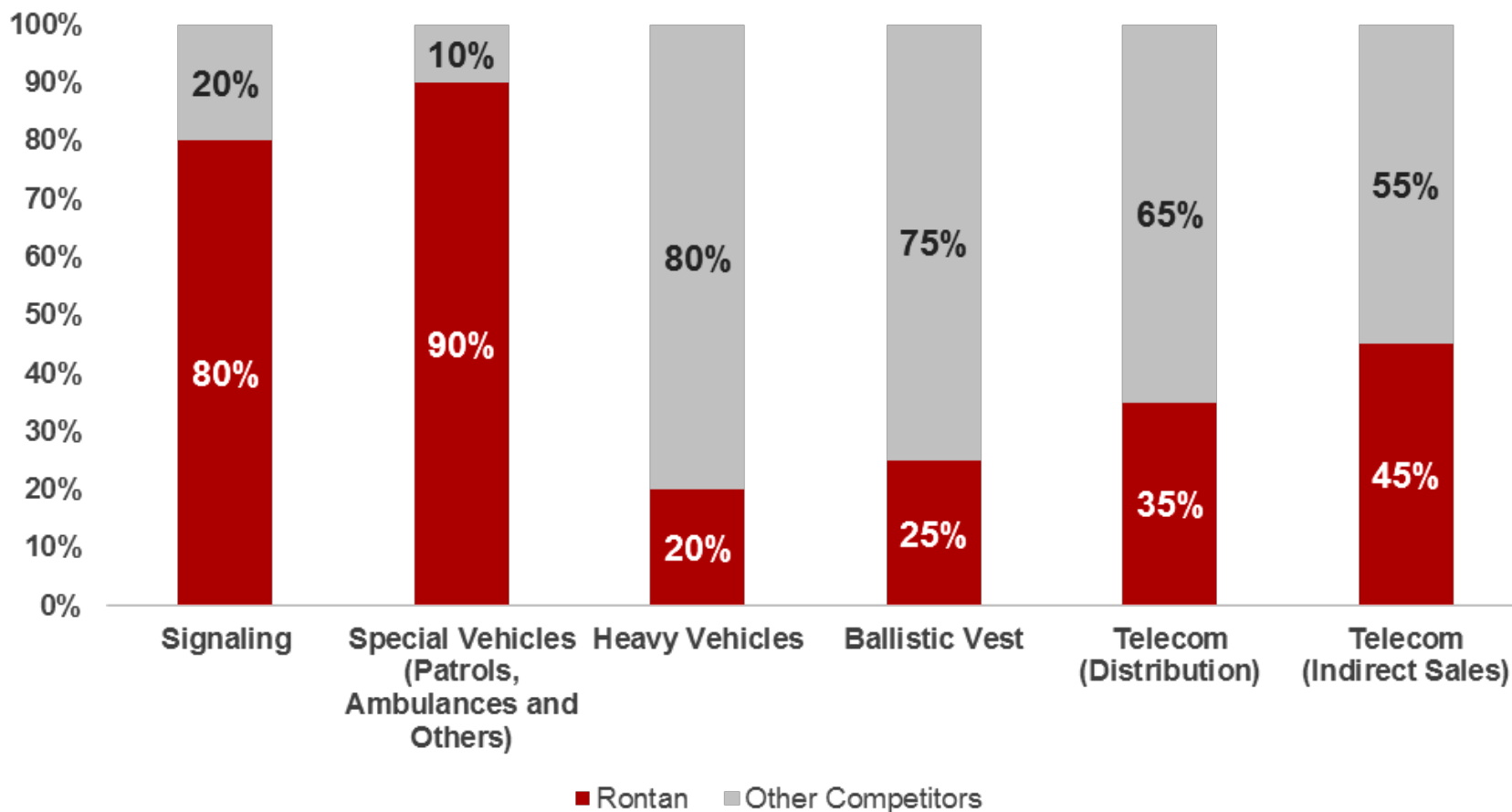
Heavy Trucks



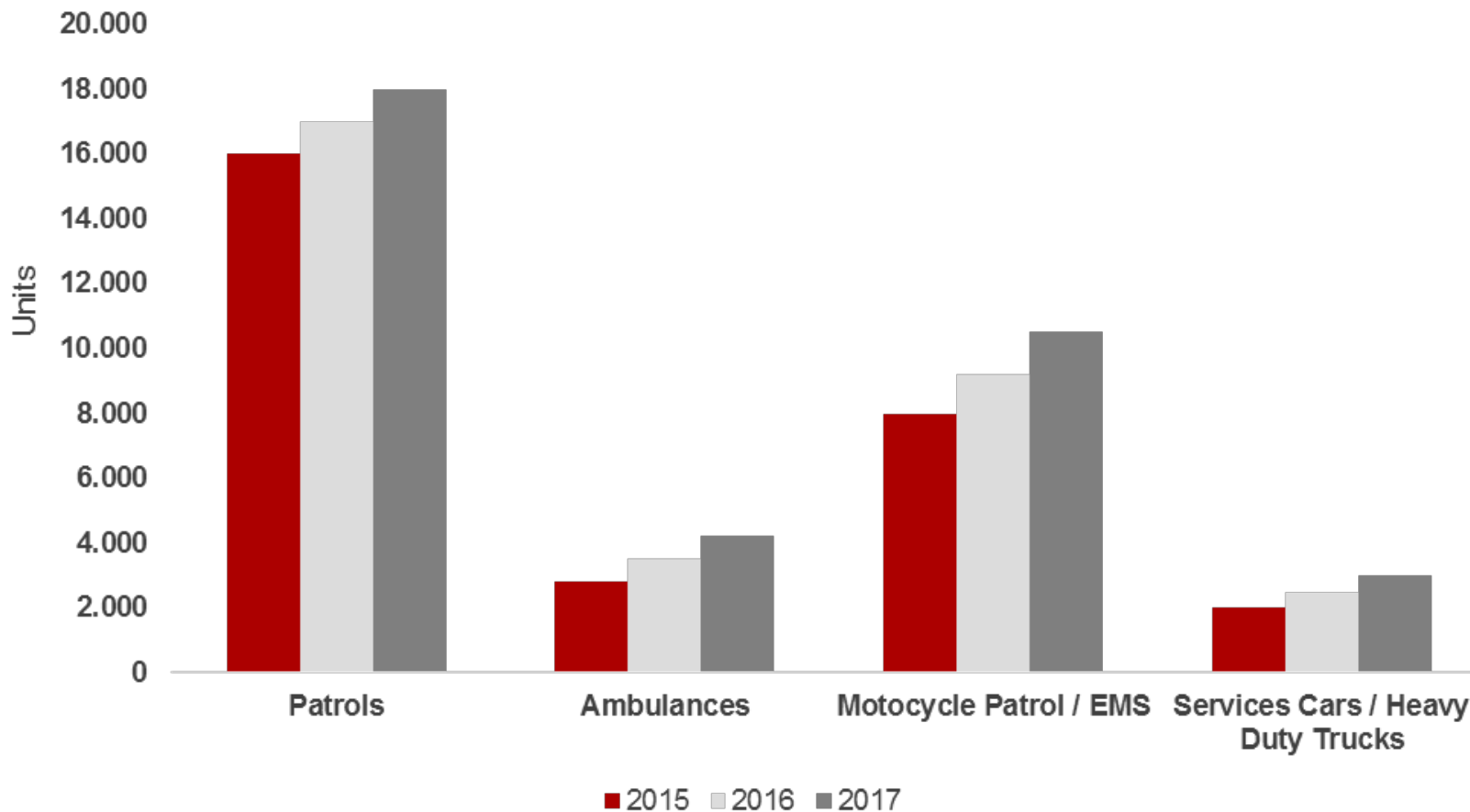
Ballistic Vests and Motorola Distributor



Brazil Market Share



Estimative of Units for the Next 03 Years - Rontan



Income Statement

BRL mil	2012	2013	2014E	2015E	2016E	2017E
Gross Revenues	359.313	503.577	429.118	657.900	766.454	892.918
Taxes and discounts	-89.548	-156.014	-123.354	-147.900	-172.304	-200.734
Net Revenues	269.765	347.563	305.764	510.000	594.150	692.185
Cost of goods/services sold	-189.011	-249.840	-203.105	-313.650	-365.402	-425.694
Gross Profit	80.754	97.723	102.659	196.350	228.748	266.491
SG&A	-43.213	-60.033	-50.353	-75.990	-68.627	-79.950
EBITDA (Proforma PwC)	41.698	50.736	82.313	120.360	160.121	186.541
Depreciation and amortization	-3.101	-2.884	-2.825	-4.335	-3.915	-4.561
EBIT	34.440	34.806	49.481	116.025	156.206	181.980
Financial Results	-17.947	-25.248	-41.532	-49.980	-45.137	-52.585
Non-operational results	34	331	-2.838	-2.040	-1.842	-2.146
IRPJ	-7.303	-6.916	-2.107	-11.985	-10.824	-12.610
CSLL	-2.638	-2.498	-767	-4.590	-4.145	-4.829
Income Taxes	-9.941	-9.414	-2.874	-16.575	-14.969	-17.439
Net profit	6.586	475	2.237	47.430	94.258	109.811

Operating Margins

	2012	2013	2014E	2015E	2016E	2017E
Gross Margin	29,9%	28,1%	33,6%	38,5%	38,5%	38,5%
EBIT Margin	12,8%	10,0%	16,2%	22,8%	26,3%	26,3%
EBITDA Margin (Proforma PwC)	15,5%	14,6%	26,9%	23,6%	26,9%	26,9%
Net margin	2,4%	0,1%	0,7%	9,3%	15,9%	15,9%

Financials – Rontan Telecom

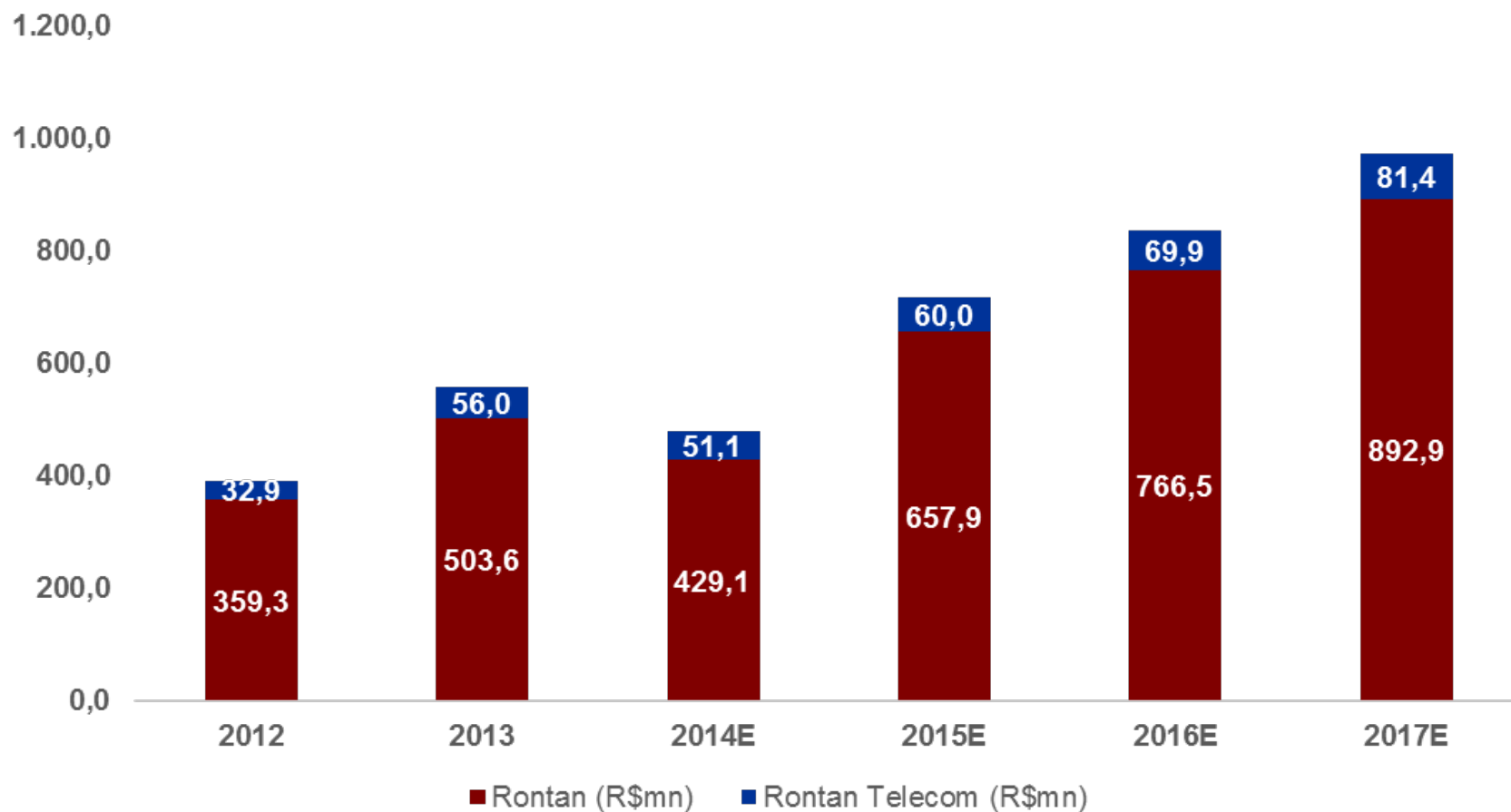
Income Statement

BRL mil	2012	2013	2014E	2015E	2016E	2017E
Gross Revenues	32.918	56.000	51.101	60.000	69.900	81.434
Taxes and discounts	-4.974	-8.709	-8.636	-10.178	-11.857	-13.814
Net Revenues	27.944	47.291	42.465	49.822	58.043	67.620
Cost of goods/services sold	-24.794	-38.802	-35.723	-41.956	-48.879	-56.944
Gross Profit	3.150	8.489	6.742	7.866	9.164	10.676
SG&A	-1.523	-2.038	-1.129	-1.203	-1.164	-1.356
EBITDA	1.627	6.451	5.613	6.663	8.000	9.320
Depreciation and amortization	-26	-27	-29	-32	-31	-36
EBIT	1.601	6.424	5.584	6.631	7.969	9.284
Financial Results	-409	-30	-4.495	-2.063	-1.996	-2.325
Non-operational results	0	0	0	0	0	0
IRPJ	-25	-542	-271	-1.200	-1.161	-1.352
CSLL	-12	-204	-108	-400	-387	-451
Income Taxes	-37	-746	-379	-1.600	-1.548	-1.803
Net profit	1.155	5.648	710	2.968	4.426	5.156

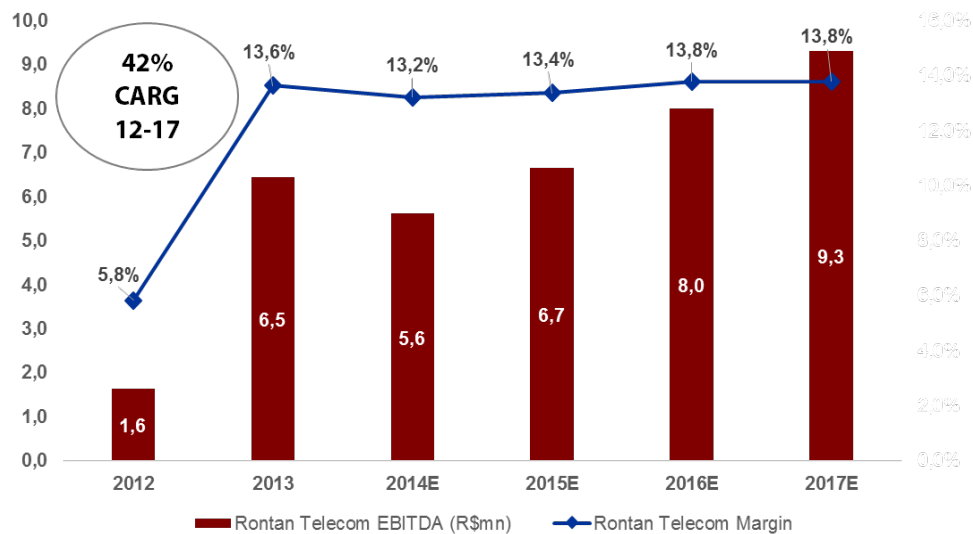
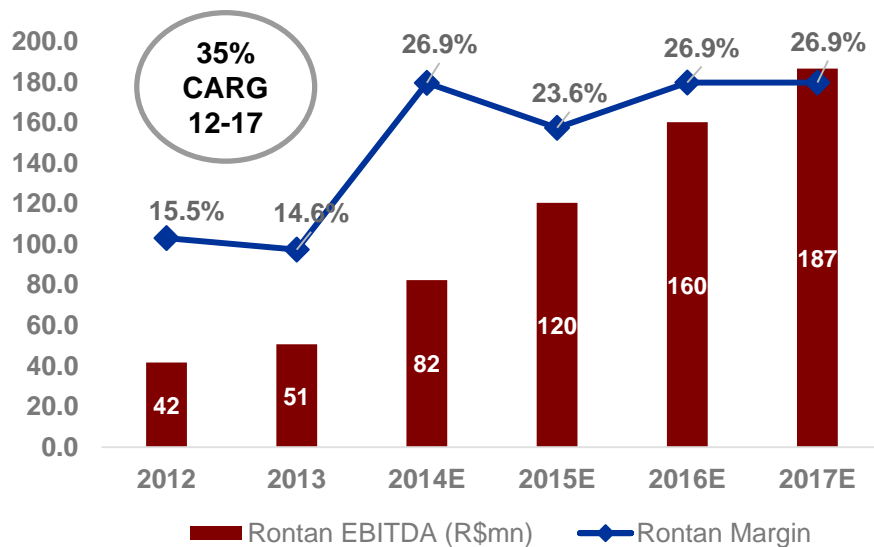
Operating Margins

	2012	2013	2014E	2015E	2016E	2017E
Gross Margin	11,3%	18,0%	15,9%	15,8%	15,8%	15,8%
EBIT Margin	5,7%	13,6%	13,1%	13,3%	13,7%	13,7%
EBITDA Margin	5,8%	13,6%	13,2%	13,4%	13,8%	13,8%
Net margin	4,1%	11,9%	1,7%	6,0%	7,6%	7,6%

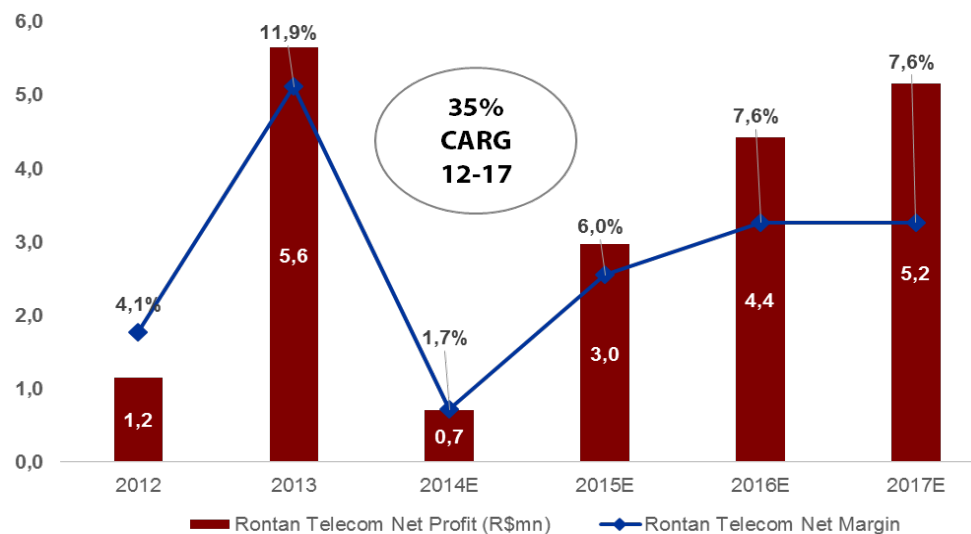
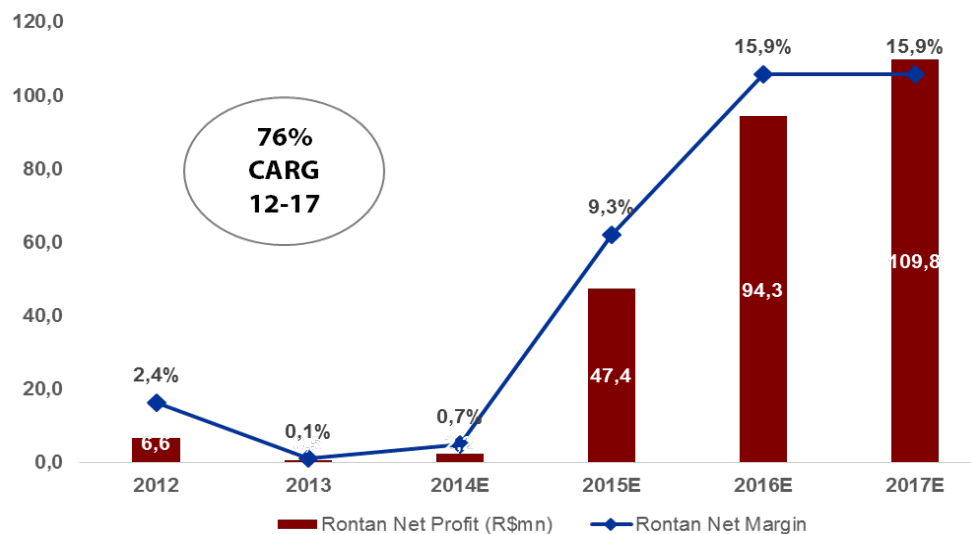
Net Revenue (R\$mnn)



EBITDA (R\$m)



Net Profit and Margin (R\$m)



EV / EBITDA

EBITDA - (R\$000)	2012	2013	2014E	2015E	2016E	2017E
Rontan	41.698	50.736	82.313	120.360	160.121	186.541
Rontan Telecom	1.627	6.451	5.613	6.663	8.000	9.320
Rontan Total	45.337	59.200	87.926	127.023	168.121	195.861
EV/EBITDA	13,2	10,1	6,8	4,7	3,6	3,1

Price (R\$000)	2012	2013	2014E	2015E	2016E	2017E
EV/EBITDA (4x)	181.348	236.800	351.704	508.092	672.485	783.445
EV/EBITDA (5x)	226.685	296.000	439.630	635.115	840.606	979.306
EV/EBITDA (6x)	272.022	355.200	527.556	762.138	1.008.728	1.175.168
EV/EBITDA (7x)	317.359	414.400	615.482	889.161	1.176.849	1.371.029

Enterprise Value R\$M)

Perpetuity Growth (g)

		3,5%	4,5%	5,5%	6,5%	7,5%
WACC	10,5%	672,7	701,3	732,5	755,3	788,2
	11,5%	626,4	658,4	687,4	719,4	746,5
	12,5%	578,3	607,2	635,1	678,9	709,1
	13,5%	533,9	557,9	592,8	624,1	654,2
	14,5%	498,8	526,6	558,2	588,6	618,1

Shareholder Value (Equity - R\$ M)

Perpetuity Growth (g)

		3,5%	4,5%	5,5%	6,5%	7,5%
WACC	10,5%	472,7	501,3	532,5	555,3	588,2
	11,5%	426,4	458,4	487,4	519,4	546,5
	12,5%	378,3	407,2	435,1	478,9	509,1
	13,5%	333,9	357,9	392,8	424,1	454,2
	14,5%	298,8	326,6	358,2	388,6	418,1

Share Price (R\$)

Perpetuity Growth (g)

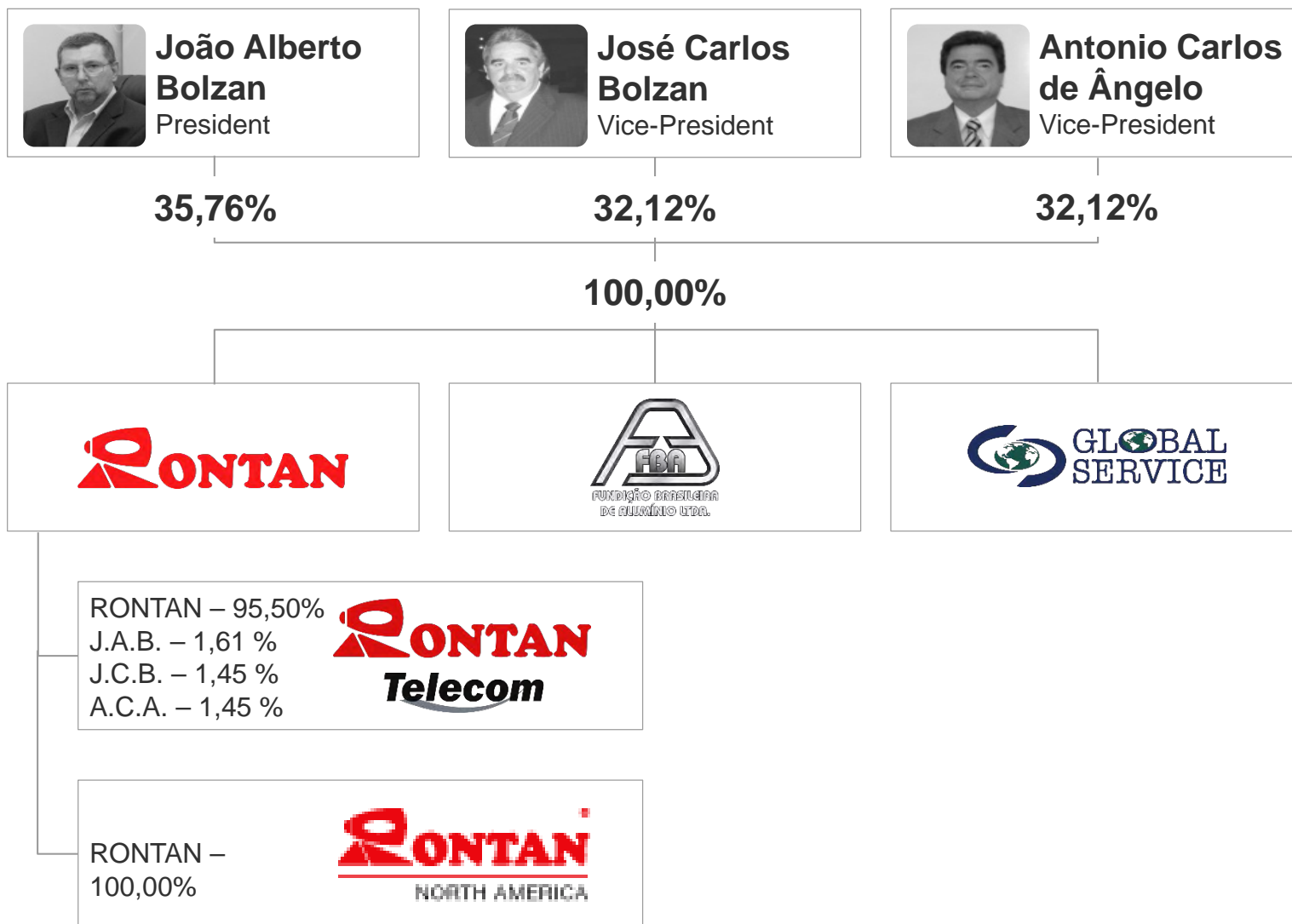
		3,5%	4,5%	5,5%	6,5%	7,5%
WACC	10,5%	105,0	111,4	118,3	123,4	130,7
	11,5%	94,8	101,9	108,3	115,4	121,4
	12,5%	84,1	90,5	96,7	106,4	113,1
	13,5%	74,2	79,5	87,3	94,2	100,9
	14,5%	66,4	72,6	79,6	86,4	92,9

Bank Estimates	Market Cap US\$mn	EV/EBITDA			EBITDA CAGR 14-16
		2014	2015	2016	
Embraer	5.914	7,0	6,8	6,3	1,1%
lochpe Maxion	309	4,7	4,3	4,2	4,2%
Marcopolo	589	10,1	8,7	6,5	9,3%
Randon	334	4,4	4,3	4,2	1,4%
WEG	8.010	18,8	16,8	14,4	7,7%
Average		10,4	9,6	8,6	4,2%

Consensus Bloomberg	Market Cap US\$mn	EV/EBITDA			EBITDA CAGR 14-16
		2014	2015	2016	
Embraer	5.914	8,3	7,4	6,8	10,1%
lochpe-Maxion	309	6,3	5,7	5,0	13,0%
Marcopolo	589	12,8	10,6	9,2	17,7%
Mahle-Metal Leve	804	7,4	6,8	6,0	11,7%
Mills Engenharia	1.031	7,0	6,1	5,3	14,4%
Randon	334	6,5	6,4	5,6	8,1%
Tupy	548	6,8	6,0	5,2	14,0%
WEG	8.010	15,6	13,1	11,1	18,7%
Average		8,6	7,6	6,6	13,3%

Sensitivity Analysis WACC - EMBI

EMBI	1,0%	1,5%	2,0%	2,5%	3,0%
Risk Free Rate	4,5%	5,0%	5,5%	6,0%	6,5%
Market Risk Premium	6,0%	6,0%	6,0%	6,0%	6,0%
Beta	0,90	0,90	0,90	0,90	0,90
Cost of Equity	9,9%	10,4%	10,9%	11,4%	11,9%
Cost of Debt	11,0%	11,0%	11,0%	11,0%	11,0%
Tax Rate	32,0%	32,0%	32,0%	32,0%	32,0%
Before Tax Cost of Debt	7,5%	7,5%	7,5%	7,5%	7,5%
Debt/Equity					
Equity/Total Capital	50,0%	50,0%	50,0%	50,0%	50,0%
Debt/Total Capital	50,0%	50,0%	50,0%	50,0%	50,0%
WACC in US\$	8,7%	8,9%	9,2%	9,4%	9,7%
FX Change	2,0%	2,0%	2,0%	2,0%	2,0%
WACC in R\$	10,7%	10,9%	11,2%	11,4%	11,7%



Board of Directors and Management Team**Board of Directors**

<u>Name</u>	<u>Position</u>
João Alberto Bolzan	Chairman
José Carlos Bolzan	Board Member
Antonio Carlos de Ângelo	Board Member

Management Team

<u>Name</u>	<u>Position</u>
Edigimar Maximiliano Jr.	Chief Executive Officer
Alexandre A. Gonçalves	Chief Operation Officer
Edival M. Oliveira	Chief Commercial Officer
Clovis F. Paulino	Director
Daniela C. Bolzan	Director
Gentil A. Godoy	Director
Nelson A. Pio	Director
Márcio P. Novaes	Director

Edigimar A. Maximiliano Jr. (Max)

CEO Grupo Rontan/FBA: March 2015

Mr. Maximiliano started his career in 1993 at the fixed income desk of ING Bank in Brasil, as a trader of Brazilian Sovereign Debt Bonds.

Between 1994 and 1998 Mr. Maximiliano was Treasury Dept. Manager of General Motors of Brasil and GMC's TONY (Treasury Office New York).

Late in 1998, he joined Iguatemi Group, in both Iguatemi Malls and GVT (Global Village Telecom), initially in the position of Financial Controller and Treasury Officer and after taking over the CFO position.

Mr. Maximiliano went back to the "Investment Banking" industry in the position of Capital Markets/M&A Managing Director of Unibanco in December of year 2000...where he worked until March 2007.

In April 2007, he joined Bradesco BBI to start-up the Investment Banking Division...in the period of 2007 to 2013, Bradesco BBI's bottom line jumped from R\$ 34 million to R\$ 546 million in the FY13.

In August 2014, Mr. Maximiliano accepted the invitation of the Controlling Shareholders of Rontan/FBA Group to lead the group as its CEO in the globalization process and in the implementation of Corporate Governance and Transparency standards, as well as lead the IPO project...

Mr. Maximiliano has a degree in Business Administration from FGV-SP, concluded in 1996, received his Master degree in Economy and Finance from FGV-SP in 2009 and concluded the credits of his PhD in Finance from FGV-SP in 2011.

Besides having had his Master and PhD Thesis published in the re-known "Brazilian Finance Congress", Mr. Maximiliano is also Assistant Professor at FGV-SP. He also concluded a post-graduation program in Asset Management at Cornell University in Ithaca-NY (1998).



Exhibit L

Subject:

FW: FW: Notes from lunch...

From: Edigimar Maximiliano Junior [max@rontan.com.br]

Sent: Monday, March 16, 2015 3:32 PM

To: Ross Trevino

Cc: Florida.FlagerBusiness@Regus.com; Richard J. Sullivan; Edwin Wang; Alexandre A. Gonçalves

Subject: Notes from lunch...

- replicate RTN's mkt dominance into the US and Mexico like we did in South AM...
- arbitrage cost savings building/fabricating down in Brazil and sending the products up here ...
- "economy of scale"...assembled in the US...creating new and better paying jobs...job creation...
- FX advantage in Brazil now...
- surveillance; high level training; car customization; signalling; turn key projects; we're giving birth to AB Inbev of the sector...!

Exhibit M



[Date]

[Name]

[Title]

[Entity]

[Address 1]

[Address 2]

NON-CIRCUMVENT AGREEMENT

Dear [Name]:

In connection with your possible interest in exploring or participating in a consensual transaction for all or any portion of the assets, including but not limited to debt or equity securities of a company in partnership with Global Digital Solutions, Inc. (the "Sponsors") and their respective affiliates. The business is Rontan Eletro Metalurgica, Ltda., Rodovia Sp 127, km 114.5, Tatui-SP, CEP 18278-725, (hereinafter the "Business"), we are furnishing you with certain information which is non-public, confidential or proprietary in nature. Such information furnished to you and the Sponsors willingness to consider such a transaction, as well as documents prepared by you, your agents, equity partners, lenders, representatives or employees, which contain or otherwise reflect such information or your review of, or interest in, the Business, is hereinafter referred to as the "Information." In consideration of us furnishing you with the Information you agree that:

1. You and your agents, affiliates, representatives and employees will not circumvent the Sponsors or their affiliates or disclose to any person the fact that the Information has been made available, that discussions or negotiations are taking place or have taken place concerning a possible transaction involving you and the Business or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
2. Without the Sponsors' prior written consent, you will not contact directly or indirectly any of the Business's advisors, agents, vendors, service providers, directors, officers, employees or shareholders regarding the Information or your interest in the Business or any possible transaction involving the Business. For a period of two (2) years from the date hereof, you will not, without the written consent of the Sponsors, enter into any agreement with the Business or any entity or any individual, if qualified as an existing client of the Sponsors in this date, and that may be a shareholder or debt holder to acquire any equity or debt of the Business, nor will you solicit for employment nor hire any of the Sponsor's or the Business's officers or employees regarding employment with you.

3. You understand that the Business has endeavored to include in the Information those materials which the Business believes to be reliable and relevant for the purpose of your evaluation, but you acknowledge that neither the Business nor any of its respective agents, affiliates, representatives, or employees makes any representation or warranty either express or implied as to the accuracy or completeness of the Information.
4. The term Information shall not include such portions of the Information which (i) are or become generally available to the public other than as a result of a disclosure by you, by your agents, representatives or employees, or (ii) become available to you on a non-confidential basis from a source other than the Business or its agents which is not prohibited from disclosing such information to you by a legal, contractual or fiduciary obligation to the Business.
5. You agree that money damages would not be a sufficient remedy for any breach of this Agreement and that the Business shall be entitled to seek injunctive relief, specific performance or other appropriate equitable remedies for any such breach. Any of such remedies shall not be deemed to be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other remedies available to the Business at law or in equity. In the event the Business brings an action to enforce the obligations hereunder, the non-prevailing party shall reimburse the prevailing party for all costs and expenses, including reasonable attorney's fees, incurred by it in connection therewith.
6. You represent and warrant that you are duly authorized to enter into this agreement on behalf of **[Name]**. This Agreement shall be binding on your successors and permitted assigns.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to the principles of conflict of laws and shall remain in full force and effect for two years from the date hereof.
8. This Agreement may be executed in .pdf format, by fax or by email, in counterparts, all of which shall be deemed to be an original, but all of which shall constitute the same agreement.

Please sign this Agreement in the space below indicating your acceptance.

Sincerely,

Sponsors:

Global Digital Solutions, Inc.

By: 

Richard J. Sullivan
Chief Executive Officer

Business:

Rontan Eletro Metalurgica, Ltda.

By: 

Edigimar A. Maximiliano Jr.
CEO – Chief Executive Officer
Grupo RONTAN/FBA – Fundicao
Brasileira de Aluminio Ltda.

Acknowledged and agreed to:

[Name of Other Company]

By: _____

Name: _____

Its: _____

Address: _____

MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

In connection with the consideration of a possible relationship between Global Digital Solutions, Inc., a New Jersey corporation (the "Company"), and _____

, a _____ corporation ("Other Party"), the Company and Other Party are each disclosing to the other certain of its proprietary information. As a material inducement to the Company and Other Party to disclose such information, the Company and Other Party each agrees to treat confidentially all information concerning the other furnished to it, whether or not in writing (whatever the form or storage medium) or gathered by inspection, and regardless of whether such information is specifically identified as "confidential" (collectively, the "Evaluation Material"), in accordance with the provisions of this Agreement. The Evaluation Material will not, however, include information which (a) is or becomes publicly available other than as a result of a disclosure by the party receiving the information (the "Receiving Party") or its representatives, (b) is in the possession of or known to the Receiving Party prior to its receipt from the party disclosing such information (the "Disclosing Party"), (c) is independently developed by the Receiving Party without the utilization of any Evaluation Material belonging to the Disclosing Party or (d) is or becomes available to the Receiving Party on a non-confidential basis from a source (other than the Receiving Party or its authorized representatives) which, to the Receiving Party's knowledge, is not prohibited from disclosing such information to the Receiving Party by a legal, contractual or fiduciary obligation to the Disclosing Party.

The Evaluation Material shall be used solely for the purposes described above and for no other purpose, and the Receiving Party and its representatives shall not, without the Disclosing Party's prior written authorization, directly or indirectly, intentionally or inadvertently, through its agents, representatives, employees or otherwise, (a) disclose the contents of any of the Evaluation Material received from the Disclosing Party or of the discussions contemplated by this Agreement to any other person (other than the Receiving Party's authorized representatives) or use or exploit such Evaluation Material, (b) discuss the Disclosing Party or its affairs with any other person (other than the Disclosing Party's or the Receiving Party's authorized representatives), or (c) disclose to any other person (other than the Receiving Party's authorized representatives) either the fact that any investigations, discussions or negotiations are taking place concerning a possible transaction between the Company and Other Party or that the Receiving Party has requested or received information from the Disclosing Party or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof. The term "person" as used herein shall be broadly interpreted to include without limitation any corporation, partnership, company, association, mutual fund or other organization, group or individual. Each party reserves the right, in its sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with, or directly or indirectly involving, the other party at any time without affecting either party's obligations hereunder.

If the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or similar processes) to disclose the contents of any Evaluation Material received from the Disclosing Party, the Receiving Party shall (a) provide the Disclosing Party with prompt notice of such request and the information requested so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's compliance with the provisions of this Agreement and (b) consult with the Disclosing Party as to the

advisability of taking legally available steps to resist or narrow such request. If in the absence of a protective order or the receipt of a waiver hereunder the Receiving Party is nonetheless, in the written opinion of its legal counsel, compelled to disclose the contents of any Evaluation Material to any tribunal or else be or risk being liable for contempt or suffer other censure or penalty, the Receiving Party may disclose such information to such tribunal; provided, however, that the Receiving Party shall give the Disclosing Party written notice of the information to be so disclosed as far in advance of its disclosure as is practicable and, at the sole cost and expense of the Disclosing Party, shall use its commercially reasonable efforts to obtain an order or other reliable assurance that confidential treatment shall be accorded to such portion of the contents of any Evaluation Material required to be disclosed as the Disclosing Party designates.

At any time, upon the Disclosing Party's request, (a) the Receiving Party shall promptly deliver to the Disclosing Party all Evaluation Material received by the Receiving Party hereunder, (b) destroy all memoranda, notes, summaries, compilations, analyses and other materials prepared by the Receiving Party, its agents, representatives or employees based on, containing or reflecting any information contained in such Evaluation Material and (c) provide written confirmation to the Disclosing Party that such destruction has been accomplished.

The Receiving Party understands that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of its Evaluation Material. The Receiving Party agrees that the Disclosing Party shall not have any liability to the Receiving Party or any of its agents, representatives or employees resulting from the Receiving Party's reliance on the Disclosing Party's Evaluation Material.

Until two years from the date hereof, without the prior written consent of the other party hereto, each party will not (i) purchase or sell, or agree or propose to purchase or sell, or cause to be purchased or sold, any shares of any voting securities of the other party, or any rights or options with respect to any such voting securities; (ii) make, or in any way participate in, any "solicitation" of "proxies" (as such terms are defined under Regulation 14A of the Securities Exchange Act of 1934, as amended) to vote or seek to advise or influence in any matter whatsoever any person or entity with respect to the voting of any securities of the other party; (iii) form, join or in any way participate in a "group" (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) with respect to any voting securities or assets of the other party; (iv) arrange, or in any way participate in, any financing for the purchase of any voting securities or securities convertible or exchangeable into or exercisable for any voting securities or assets of the other party; (v) otherwise act, whether alone or in concert with others, to seek to propose to the other party or any of its stockholders any merger, business combination, restructuring, recapitalization or similar transaction to or with the other party or otherwise seek or propose to influence or control the other party's management or policies; (vi) seek to negotiate or influence the terms and conditions of employment of the employees of the other party or any of its subsidiaries or any agreement of collective bargaining with the employees of the other party or any of its subsidiaries; or (vii) enter into any discussions, negotiations, arrangements or understanding with or advise, assist or encourage any third party with respect to any of the foregoing. This clause will not be applicable to any negotiation that the "Other Party" shall contract with "persons", entity or "corporations" who are an existing client of the Sponsors in USA or other country, if supported by its personal relationship.

Unless and until a "Definitive Agreement" has been executed and delivered, no contract or agreement providing for a transaction between the parties shall be deemed to exist, and neither party shall be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this Agreement or any written or oral expression thereof, except, in the case of this Agreement, for the matters specifically agreed to herein. The term "Definitive Agreement" does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or oral acceptance of an offer or bid. The agreement set forth in this paragraph may be modified or waived only by a separate written agreement by the parties expressly modifying or waiving such agreement.

Each party understands and agrees that money damages would not be an adequate remedy for any breach of this Agreement and that each party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and each party further agrees to waive any requirement for the securing or posting of any bond or any other security in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other remedies available at law or in equity. The parties' obligations under this Agreement which are not otherwise restricted to a specific time period shall continue indefinitely and in perpetuity.

If either party brings any legal action or other proceeding to enforce this Agreement or as a result of a dispute, breach or default by the other party of any of the provisions hereunder, the prevailing party in such action or proceeding shall be entitled to recover its attorneys' fees and other costs incurred in connection therewith. This Agreement shall be performable in Broward County, Florida, and shall be governed by and construed in accordance with the laws of the State of Florida. Each party also hereby irrevocably and unconditionally consents to submit to the jurisdiction of the courts of the State of Florida for any actions, suits or proceedings arising out of or relating to this Agreement (and each party agrees not to commence any action, suit or proceeding relating thereto except in such courts), and further agrees that service of any process, summons or notice by U.S. registered mail to its address set forth below shall be effective service or process for any action, suit or proceeding brought against such party in any such court. Each party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in the courts of the State of Florida. Should any provision of this Agreement be declared or determined by any Court to be illegal or invalid, the validity of all remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

IN WITNESS WHEREOF, the undersigned, acting on their own behalf and on behalf of all of their subsidiaries and other affiliates as if they had executed this Agreement, have executed this Agreement as of _____, 2015.

Sponsors:

Global Digital Solutions, Inc.

By: 

Richard J. Sullivan
Chairman and Chief Executive Officer
777 S Flagler Drive, # 800W
West Palm Beach, FL 33410

Business:

Rontan Eletro Metalurgica, Ltda.

By: 

Edigimar A. Maximiliano Jr.
CEO – Chief Executive Officer
Grupo RONTAN/FBA – Fundicao Brasileira
de Aluminio Ltda.

Other Party:

[Name of Other Company]

By: _____

Name: _____

Its: _____

Address: _____

Other Party:

Exhibit N

Subject: FW: Potential Investors Tracking per PwC
Attachments: Potential Investors Tracking Data per PwC.xlsx

From: Ross Trevino
Sent: Thursday, March 19, 2015 5:51 AM
To: max@rontan.com.br; richardjsullivan@msn.com
Cc: Edwin Wang; Matt Kelley; Ross Trevino
Subject: Potential Investors Tracking per PwC

Gentleman,

Attached is the tracking file that will be updated everyday of activity. As investors reply, the team will be notified and a response will be taken with your approval.

Regards,

Ross L. Trevino

VP Mergers & Acquisitions
Global Digital Solutions, Inc.
(561)951-1777 (mobile)
rtrevino@gdsi.co
www.gdsi.co

[illegible]

Subject:

FW: Potential Investors Tracking per PwC

From: Edigimar Maximiliano Junior [max@rontan.com.br]
Sent: Thursday, March 19, 2015 8:14 AM
To: Ross Trevino
Cc: richardsullivan@msn.com; Edwin Wang; Matt Kelley; Alexandre A. Gonçalves
Subject: Re: Potential Investors Tracking per PwC

Ok Ross, just as a suggestion, I would put a number in each of the PwC sets, so we could always know each of the copies and its destination, exactly same way as Investment Banks do...also adding Alexandre to the loop...
See u guys soon,
Max

Enviado do meu iPhone

Em 19/03/2015, às 05:51, Ross Trevino <rtrevino@gdsi.co<<mailto:rtrevino@gdsi.co>>> escreveu:

Gentleman,

Attached is the tracking file that will be updated everyday of activity. As investors reply, the team will be notified and a response will be taken with your approval.

Regards,

Ross L. Trevino

VP Mergers & Acquisitions

Global Digital Solutions, Inc.

(561)951-1777 (mobile)

rtrevino@gdsi.co<<mailto:rtrevino@gdsi.co>><<mailto:rtrevino@gdsi.co>>

www.gdsi.co<<http://www.gdsi.co>><<http://www.gdsi.co>>

<Potential Investors Tracking Data per PwC.xlsx>

Exhibit O

Subject: FW: FW: Meeting confirmation

From: Alexandre A. Gonçalves [aag@fba.ind.br]
Sent: Tuesday, March 24, 2015 8:19 AM
To: Ross Trevino; 'Edigimar Maximiliano Junior'
Subject: RES: Meeting confirmation

Ross,

Good morning,

I will arrived in Miami tomorrow (Wednesday) 7:00 am.

Alexandre A. Gonçalves
Diretor Superintendente
F.B.A. Fundação Brasileira de Alumínio Ltda.
(0xx15) 3259-9500 - Claro (15) 99135-4419

-----Mensagem original-----

De: Ross Trevino [mailto:rtrevino@gdsi.co]
Enviada em: segunda-feira, 23 de março de 2015 21:21
Para: Edigimar Maximiliano Junior
Cc: aag@fba.ind.br
Assunto: Re: Meeting confirmation

Gentlemen,

When do you land and where.

Ross L. Trevino
561-951-1777

Sent from my iPad

> On Mar 23, 2015, at 7:24 PM, "Edigimar Maximiliano Junior"
<max@rontan.com.br> wrote:

>

> We'll be there n ready doctor!

>

>

> Enviado do meu iPhone

>

>> Em 23/03/2015, às 20:10, Ross Trevino <rtrevino@gdsi.co> escreveu:

>>

>> Max and Alex,

>>

>> We are confirmed for Thursday at 2:30 in Miami. Please reply to confirm.

>>

>> It is game time.

>>

>>

>>

>>

>> Regards ,

>>

>> Ross L. Trevino

>> Mergers and Aquisitions

>> (561) 951-1777

>> www.gdsi.co

Exhibit P

Subject:

FW: FW: RONTAN / GDSI Team

From: Ross Trevino
Sent: Tuesday, March 24, 2015 8:32 PM
To: aag@fba.ind.br; max@rontan.com.br
Cc: richardjsullivan@msn.com; Matt Kelley; Ross Trevino
Subject: RONTAN / GDSI Team

Gentlemen,

This email is being sent out at Matthew Kelley's request regarding his potential investors' meeting on Thursday. Much of the information and background is available on their website listed below. They will have their attorney and the investment partners and founders at the meeting. I will have copies of the 2 documents that I sent to 1848 Capital Partners on hand, if any questions arise. Max, please have the contact information to Rontan's administrative director (Daniela) and the information for the auditors (PricewaterhouseCoopers).

<http://www.1848capital.com/>

Regards,

Ross L. Trevino

VP Mergers & Acquisitions

Global Digital Solutions, Inc.

(561)951-1777 (mobile)

rtrevino@gdsi.co

www.gdsi.co

Exhibit Q

Subject: FW: FW: Success
Attachments: GDSI RONTAN AGRREMENT.pdf; Scan0159 (dragged) 1.pdf; GACP - Rontan LOI - clean.pdf; Scan0159 (dragged).pdf

From: mk@vox-equity.com [mk@vox-equity.com]
Sent: Tuesday, April 21, 2015 1:26 PM
To: Max@rontan.com.br
Cc: Richard Sullivan
Subject: Success

Dear Max,

I hope this email finds you well. Please find attached the LOI for the acquisition of Rontan by GDSI under the terms we have previously discussed and agreed to. The acquisition is to be funded by a proposed investment of \$80 million into GDSI by General American Capital Partners (1848 Fund, LOI also attached).

Please note that the valuation proposed by the 1848 Fund of GDSI will be \$100 million once the investment is made. This automatically imputes the value of \$1 per share we assumed in pervious discussions and agreements.

Please call me and Dick with any questions.

All the best,

Matt



April 21, 2015

Edigimar A. Maximiliano Jr., Msc
Chief Executive Officer
Grupo Rontan Eletro Metalurgica
Rod. SP 127, km 114,5 – Tatui
Sao Paulo – Brazil

Re: Acquisition of Grupo Rontan Eletro Metalurgica

Dear Max,

Global Digital Solutions, Inc. ("GDSI" or the "Company") is pleased to inform you that it has secured investment from General American Capital Partners LLC and its assigns (the "Purchaser") to enable the Company to acquire a 100% stake in Grupo Rontan Eletro Metalurgica ("Rontan") subject to, among other things, due diligence and the negotiation and execution of a definitive purchase agreement (the "Agreement"). The Purchaser has submitted a letter of interest to the Company. The Company is submitting a Letter of Interest ("LOI") to you based on preliminary information provided by you concerning the business, assets, operations, financial condition and prospects of Rontan including but not limited to the following:

- 1) for the fiscal year ended December 31, 2012, adjusted EBITDA of approximately 45.3 million Brazilian Reals ("BR") and,
- 2) for the fiscal year ended December 30, 2013, revenue and adjusted EBITDA of approximately 59.2 million BR and,
- 3) for the fiscal year ended June 30, 2014, revenue and adjusted EBITDA of approximately 87.9 million BR.

In addition, Rontan projects EBITDA for 2015, 2016 and 2017 in the amounts of 127.0 million BR, 168.1 million BR and 195.8 million BR, respectively.

1. Business To Be Purchased, Assumptions, and Consideration

The Purchaser is prepared to invest a total of \$80 million into GDSI in the form of convertible preferred stock with an 8% dividend (the "Preferred Stock"). The Preferred Stock shall be convertible into 80% of the common stock of the common stock of GDSI on a fully-diluted basis. The Preferred Stock investment is being made with the primary purpose of acquiring 100% of Rontan pursuant to the following requirements with respect to this acquisition:

GDSI is able to acquire 100% of the outstanding stock of Rontan at a multiple of 4.5X trailing 12 month adjusted EBITDA (as determined by PWC for the period ended March 31st, 2015, minus outstanding indebtedness of approximately \$135 million BR which will be kept in place as part of the transaction (the "Purchase Consideration"). The Purchase Consideration shall be paid 50% in cash at closing and 50% GDSI stock with the GDSI stock valued at \$1.00 per share. Management of Rontan shall be entitled to receive 5% of the stock of the Company pursuant to a stock option plan for Rontan's senior management.

2. Timing

Contemporaneously with the Company and Purchaser's due diligence visits and reviews, the Company, Purchaser and Rontan will act in good faith to negotiate an Agreement and will endeavor to conclude the acquisition within 120 days from a fully executed Letter of Interest assuming the Purchaser and the Company receives all the necessary cooperation and responsiveness from Rontan, its respective professionals and management teams to do so, and all regulatory approvals can be obtained.

3. Access to the Rontan; Operations in Ordinary Course

Upon execution hereof, the Rontan shall cause or permit representatives of the Company and the Purchaser to have full access to Rontan's management, records and facilities.

4. Other Conditions

The completion of the transaction is also subject, among other things, to the following conditions which shall be satisfactory to the Company and the Purchaser in their sole and absolute discretion: (i) the Company and the Purchaser and or its advisors shall have completed a review of Rontan's operating and financial statements for fiscal years 2012, 2013 and year to date 2014; (ii) Rontan's actual operating and financial results shall be consistent with the operating and financial information previously provided to the Company and the Purchaser; and (iii) completion of any remaining due diligence items. All operating and financial information shall be updated prior to closing and must be consistent with the Company and Purchaser's review of the information during the due diligence period.

5. Confidentiality

The parties have previously entered into a Confidentiality Agreement. In addition, this LOI shall be kept in strict confidence by both parties and distribution of any information with respect to this contemplated transaction will only be made to such third parties as the Company and Purchaser determine are necessary to the contemplated transaction.

6. Public Announcements

Neither of the parties shall make any public announcement with respect to this potential transaction contemplated hereby prior to the execution of a definitive Agreement. The existence and contents of this LOI are subject to the confidentiality restrictions of paragraph 5, above.

7. Termination

This LOI is valid if accepted on or prior to 5:00 pm Eastern Standard Time on Monday, April 27, 2015. Assuming that this LOI is accepted on or prior to such date, this LOI and the agreements set forth herein shall terminate and the parties shall be released from all obligations with respect to the subject matter hereof on the earliest of (i) execution and delivery of the Agreement, (ii) the date that is 120 days from the date this LOI is executed, or (iii) the date on which the Company or Purchaser provides written notice to Rontan of its intention not to pursue a transaction with Rontan (in each case except (i), the "Termination Date"). In the event of termination pursuant to clauses (ii) or (iii), the agreements in paragraphs 5, 6, and 13 shall survive such termination.

8. Closing

Subject to conditions set forth herein, Rontan, the Purchaser and the Company agree to use best efforts to close the acquisition on or prior to 120 days from the execution date of this agreement (subject to receipt of all necessary approvals and consents).

9. No Other Discussion

Prior to the Termination Date, neither Rontan nor its representatives, will solicit, continue, or enter into discussions with any other person with respect to the sale of the stock of or assets of Rontan or furnish information to others in that connection, and the Rontan and its representatives will cease any discussions regarding a proposed transaction with other parties.

10. Non-binding Nature

This LOI shall not constitute an obligation binding in any respect on Rontan, the Purchaser or the Company or create any rights in favor of either party or any person, except for the obligations set forth in the attached Confidentiality Agreement and in numbered paragraphs 6, 7, 9, 10, and 13. Any other obligations, legal or otherwise, shall be only as set forth in the Agreement. The purpose of this LOI is to serve solely as a basis to continue our due diligence and to negotiate and enter into an Agreement.

11. Entire Agreement

This LOI supersedes any and all prior or contemporaneous communications or agreements between the parties concerning the subject matter hereof, whether written or oral.

12. Counterparts

This LOI may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

13. Governing Law

This LOI shall be governed and construed by the internal laws of the State of Florida, without reference to its conflict of laws rules. In addition, if we decide to proceed to documentation, Rontan agrees that the Agreement, together with all other documents related to the transaction will be construed and enforced in accordance with the laws of the State of Florida.

If the foregoing is acceptable to you, please indicate acceptance by signing on below and returning to the Company a fully executed original.

With best regards,

Richard Sullivan
Chairman & CEO
Global Digital Solutions, Inc.

Agreed to and Accepted by:
Grupo Rontan Eletro Metalurgica

By: _____
Edigimar A. Maximiliano Jr., Msc
Chief Executive Officer

Date:

By: _____
Joan Alberto Bolzan
President and Chairman

Date:

By: _____
Joan Carlos Bolzan
Vice Presedent

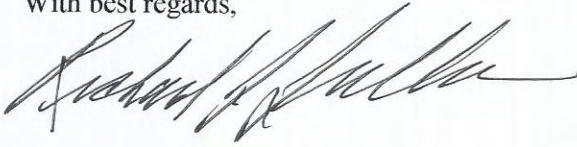
Date:

By: _____
Antonio Carlos de Angelo
President and Chairman

Date:

If the foregoing is acceptable to you, please indicate acceptance by signing on below and returning to the Company a fully executed original.

With best regards,



Richard Sullivan
Chairman & CEO
Global Digital Solutions, Inc.

Agreed to and Accepted by:
Grupo Rontan Eletro Metalurgica

By: _____
Edigimar A. Maximiliano Jr., Msc
Chief Executive Officer

Date:

By: _____
Joan Alberto Bolzan
President and Chairman

Date:

By: _____
Joan Carlos Bolzan
Vice President

Date:

By: _____
Antonio Carlos de Angelo
President and Chairman

Date:

General American
Capital Partners LLC

2333 Ponce de Leon Blvd., Coral Gables, Florida 33134 • Tel. 786.425.2748 • Fax 305.374.8403

April 20, 2015

Mr. Richard Sullivan
Chairman & CEO
Global Digital Solutions, Inc.
777 South Flagler Drive
Suite 800 West Tower
West Palm Beach, FL 33401

Re: Investment in Global Digital Solutions, Inc. to Facilitate an Acquisition of Grupo Rontan Eletro Metalurgica

Dear Dick,

On behalf of General American Capital Partners LLC and its assigns (the “Purchaser”), I am writing concerning our interest in making an investment in Global Digital Solutions, Inc. (“GDSI” or the “Company”) to enable the Company to acquire a 100% stake in Grupo Rontan Eletro Metalurgica (“Rontan”) subject to, among other things, due diligence and the negotiation and execution of a definitive purchase agreement (the “Agreement”). The Purchaser is submitting this Letter of Interest (“LOI”) based on preliminary information provided by you concerning the business, assets, operations, financial condition and prospects of Rontan including but not limited to the following:

- 1) for the fiscal year ended December 31, 2012, adjusted EBITDA of approximately 45.3 million Brazilian Reals (“BR”) and,
- 2) for the fiscal year ended December 31, 2013, adjusted EBITDA of approximately 59.2 million BR and,
- 3) for the fiscal year ended December 31, 2014, adjusted EBITDA of approximately 87.9 million BR.

In addition, Rontan projects adjusted EBITDA for fiscal 2015, 2016 and 2017 in the amounts of 127.0 million BR, 168.1 million BR and 195.8 million BR, respectively.

1. Business To Be Purchased, Assumptions, and Consideration

We propose to invest a total of \$80 million into GDSI in the form of convertible preferred stock with an 8% dividend (the “Preferred Stock”). The Preferred Stock shall be convertible into 80% of the common stock of the Company on a fully-diluted basis. The proceeds of the Preferred Stock investment would be used for the primary purpose of acquiring 100% of the outstanding stock of Rontan pursuant to the following requirements with respect to this acquisition:

- GDSI is able to acquire 100% of the outstanding stock of Rontan at a multiple of 4.5X trailing 12 month adjusted EBITDA (as determined by PWC for the period ended March 31st, 2015, minus outstanding indebtedness of approximately \$135 million BR which will be kept in place as part of the transaction (the “Purchase Consideration”). The Purchase Consideration shall be paid 50% in cash at closing and 50% GDSI stock with the GDSI stock valued at \$1.00 per share. Management of Rontan shall be entitled to receive 5% of the stock of the Company pursuant to a stock option plan for Rontan’s senior management.

GENERAL AMERICAN CAPITAL PARTNERS LLC

Additionally, it is our desire to work with members of GDSI's existing management. We therefore expect an additional 2.5% of the Company's equity (in addition to the 5% provided for above) will be set aside as an incentive pool for upper level management of GDSI. As part of the transaction documentation, we will require GDSI and Rontan's management to execute comprehensive 5 year non-compete and non-solicitation provisions, among other related protections.

2. Timing

Contemporaneously with our due diligence visits and reviews, we will work with the Company to negotiate an Agreement and will endeavor to conclude the acquisition within 120 days from the date this LOI is fully executed, assuming the Purchaser receives all the necessary cooperation and responsiveness from the Company and Rontan, its respective professionals and management teams to do so, and all regulatory approvals can be obtained. See Exhibit B for examples of matters to be addressed in the Agreement.

Execution and delivery of a definitive agreement with respect to the Preferred Stock investment (the "Preferred Stock Agreement") will be made concurrently with the execution and delivery of the Agreement.

3. Access to the Company and Rontan; Operations in Ordinary Course

Upon execution hereof, the Company shall cause or permit representatives of the Purchaser to have full access to the Company's and Rontan's management, records and facilities. We will utilize experienced due diligence professionals with whom we have worked, who appreciate the discretion and timeliness required to make the process as positive as possible. Due diligence may include confidential interviews with certain mutually agreed-upon suppliers, customers, contractors, employees, etc. The Purchaser will coordinate discrete management interviews and any facilities visits with the Company and Rontan. The Company shall operate only in the ordinary course of business; shall maintain the value of its business as a going concern and preserve its goodwill and its relationships with customers, suppliers, creditors, contractors and employees; and shall notify the Purchaser of any adverse change with respect to the Company's financial condition, business, assets, operations or prospects. See Exhibit A for an example of matters to be covered by our due diligence.

4. Other Conditions

The completion of the Preferred Stock investment transaction is also subject, among other things, to the following conditions which shall be satisfactory to the Purchaser in its sole and absolute discretion: (i) the Purchaser and or its advisors shall have completed a review of the Company and Rontan's operating and financial information for fiscal years 2012, 2013, 2014 and year to date 2015; (ii) the Company's and Rontan's actual operating and financial results shall be consistent with the operating and financial information previously provided to the Purchaser; (iii) completion of remaining due diligence items outlined in Exhibit A; and (iv) execution by the Company and Rontan of an Agreement in form and substance acceptable to Purchaser. All operating and financial information shall be updated prior to closing and must be consistent with Purchaser's review of the information during the due diligence period.

5. Confidentiality

The Purchaser and the Company have previously entered into a Confidentiality Agreement. In addition, this LOI shall be kept in strict confidence by both parties and distribution of any information with respect

GENERAL AMERICAN CAPITAL PARTNERS LLC

to this contemplated transaction will only be made to such third parties as the Purchaser determines are necessary to the contemplated transaction.

6. Public Announcements

Neither of the parties shall make any public announcement with respect to this potential transaction contemplated hereby prior to the execution of a definitive Agreement. The existence and contents of this LOI are subject to the confidentiality restrictions of paragraph 5, above.

7. Termination

This LOI is valid if accepted on or prior to 5:00 pm Eastern Standard Time on Friday, April 24, 2015. Assuming that this LOI is accepted on or prior to such date, this LOI and the agreements set forth herein shall terminate and the parties shall be released from all obligations with respect to the subject matter hereof on the earliest of (i) execution and delivery of the Agreement, (ii) the date that is 120 days from the date this LOI is executed, or (iii) the date on which the Purchaser provides written notice to the Company of its intention not to pursue a transaction with the Company (in each case except (i), the "Termination Date"). In the event of termination pursuant to clauses (ii) or (iii), the Purchaser's and the Company' agreements in paragraphs 5, 6, and 13 shall survive such termination.

8. Closing

Subject to conditions set forth herein, the Purchaser and the Company work together to close the Rontan acquisition on or prior to 120 days from the execution date of this LOI (subject to receipt of all necessary approvals and consents).

9. No Other Discussion

Prior to the Termination Date, neither the Company nor its affiliates or representatives, will solicit, continue, or enter into discussions with any other person with respect to the sale of the stock of the Company, except to Rontan or its shareholders as described in paragraph 1, or furnish information to others in that connection, and the Company and its representatives will cease any discussions regarding a proposed transaction with other parties.

10. Non-binding Nature

This LOI shall not constitute an obligation binding in any respect on either party or create any rights in favor of either party or any person, except for the obligations set forth in the attached Confidentiality Agreement and in numbered paragraphs 5, 6, 7, 9, 10, and 13. Any other obligations, legal or otherwise, shall be only as set forth in the Agreement. The purpose of this LOI is to serve solely as a basis to continue our due diligence and to negotiate and enter into a Preferred Stock Agreement.

11. Entire Agreement

This LOI supersedes any and all prior or contemporaneous communications or agreements between the parties concerning the subject matter hereof, whether written or oral.

12. Counterparts

This LOI may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

GENERAL AMERICAN CAPITAL PARTNERS LLC

13. Governing Law

This LOI shall be governed and construed by the internal laws of the State of New York, without reference to its conflict of laws rules. In addition, if we decide to proceed to documentation, the Company agree that the Agreement, together with all other documents related to the transaction will be construed and enforced in accordance with the laws of the State of New York.

If the foregoing is acceptable to you, please indicate acceptance by signing on the following page and returning to the Purchaser a fully executed original.

With best regards,

Joseph E. DaGrosa Jr.
Managing Partner
General American Capital Partners LLC

Agreed to and Accepted by:
Global Digital Solutions, Inc.

By: _____
Name: _____
Title: _____

cc: David Neithardt
Talbert Navia

“Exhibit A” - Examples of Due Diligence Matters

- (a) Analysis of the Company’s and Rontan’s historical financial statements on a monthly and quarterly basis;
- (b) Review of statistical reports such as accounts receivable aging, inventory aging and accounts payable aging;
- (c) Evaluation of competitive factors affecting the business and industry;
- (d) Review of the Company’s and Rontan’s capital expenditure commitments and the status of the funding thereof;
- (e) Review of relations and arrangements with suppliers, creditors, customers, and employees and with affiliates of the Company and Rontan with the prior approval of the Seller;
- (f) Access to the Company’s and Rontan’s suppliers, creditors, customers, management and employees with the prior approval of the Seller;
- (g) Evaluation of industry regulatory matters, legal affairs, pension liabilities, and any contingent liabilities of the Company and Rontan;
- (h) Evaluation of the Company’s and Rontan’s compliance with environmental regulations and any related liability and funding requirements;
- (i) Customary legal review of the Company’s and Rontan’s corporate records, leases, permits, material agreements, litigation, employee benefit plans and other similar documents;
- (j) Review of the Company’s and Rontan’s books and records and all accounting entries according to GAAP and access to the Company’s and Rontan’s outside accountants and work papers;
- (k) Review of the Company’s and Rontan’s fee simple and leasehold interests as well as its other property, plant, equipment and other tangible assets; along with title, survey, environmental reports, and appraisals;
- (l) Review of the Company’s and Rontan’s financial performance for the financial year in progress;
- (m) Review of all relevant tax matters affecting the Company and Rontan;
- (n) Review of all tenant leases and agreements; and
- (o) Evaluation of whether the contemplated structure is sufficient to support the Company’s and Rontan’s growth plan;
- (p) Satisfaction that there has not occurred any adverse change in the business, assets, operations, financial condition and prospects of the Company and Rontan based on information previously provided to us.

“Exhibit B” - Examples of Definitive Agreement Matters

1. Representations and warranties, among others, where practical, as to the Company’s and Rontan’s:

- (a) financial statements;
- (b) no adverse change to the financial condition, operations, assets or prospects;
- (c) current and collectible accounts receivable;
- (d) sellable inventory;
- (e) title to the assets and properties; absence of undisclosed pending or threatened litigation;
- (f) absence of undisclosed tax and other liabilities;
- (g) compliance with all applicable laws, rules and regulations;
- (h) undertakings to conduct in ordinary course of business until closing; and
- (i) material contracts, including customers, suppliers, leases etc.

2. Acquisition subject to the following, including without limitation:

- (a) obtaining all required authorizations, consents and approvals;
- (b) the absence of litigation enjoining or threatening to enjoin the acquisition or concerning the business, assets, operations, financial condition or prospects of Rontan and the Company;
- (c) employee agreements with key members of senior management of Rontan and the Company;
- (d) the agreement that employees of Rontan and the Company are hired “at will”;
- (e) the drafting of all Definitive Agreements to contain customary fundamental representations, warranties, covenants, escrows and indemnities consistent with provisions normally contained in asset purchase agreements; and
- (f) satisfaction with Rontan’s and the Company’s capital structure at closing.
- (g) satisfactory completion of due diligence of Rontan and the Company at the purchasers sole discretion.

GENERAL AMERICAN CAPITAL PARTNERS LLC

13. Governing Law

This LOI shall be governed and construed by the internal laws of the State of New York, without reference to its conflict of laws rules. In addition, if we decide to proceed to documentation, the Company agree that the Agreement, together with all other documents related to the transaction will be construed and enforced in accordance with the laws of the State of New York.

If the foregoing is acceptable to you, please indicate acceptance by signing on the following page and returning to the Purchaser a fully executed original.

With best regards,

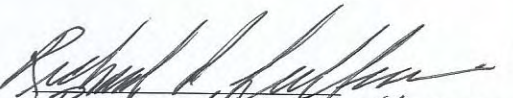
Joseph E. DaGrosa Jr.
Managing Partner
General American Capital Partners LLC

Agreed to and Accepted by:
Global Digital Solutions, Inc.

By:

Name:

Title:


RICHARD J. SULLIVAN
CHAIRMAN CEO

cc: David Neithardt
Talbert Navia

Exhibit R

Subject: FW: FW: Contract_GDSI_RTN
Attachments: Contract_GDSI_RTN.pdf

From: Edigimar Maximiliano Junior [edigimar@gmail.com]
Sent: Thursday, April 30, 2015 8:11 PM
To: Ross Trevino
Subject: Contract_GDSI_RTN



April 30, 2015

Edigimar A. Maximiliano Jr., Msc
Chief Executive Officer
Grupo Rontan Eletro Metalurgica
Rod. SP 127, km 114,5 - Tatui
Sao Paulo - Brazil

Re: Acquisition of Grupo Rontan Eletro Metalurgica

Dear Max,

Global Digital Solutions, Inc. ("GDSI" or the "Company") is pleased to inform you that it has secured investment from General American Capital Partners LLC and its assigns (the "Purchaser") to enable the Company to acquire a 100% stake in Grupo Rontan Eletro Metalurgica ("Rontan") subject to, among other things, due diligence and the negotiation and execution of a definitive purchase agreement (the "Agreement"). The Purchaser has submitted a letter of interest to the Company. The Company is submitting a Letter of Interest ("LOI") to you based on preliminary information provided by you concerning the business, assets, operations, financial condition and prospects of Rontan including but not limited to the following:

- 1) for the fiscal year ended December 31, 2012, adjusted EBITDA of approximately 45.3 million Brazilian Reals ("BR") and,
- 2) for the fiscal year ended December 30, 2013, revenue and adjusted EBITDA of approximately 59.2 million BR and,
- 3) for the fiscal year ended June 30, 2014, revenue and adjusted EBITDA of approximately 87.9 million BR.

In addition, Rontan projects EBITDA for 2015, 2016 and 2017 in the amounts of 127.0 million BR, 168.1 million BR and 195.8 million BR, respectively.

1. Business To Be Purchased, Assumptions, and Consideration

The Purchaser is prepared to invest a total of \$80 million into GDSI in the form of convertible preferred stock with an 8% dividend (the "Preferred Stock"). The Preferred Stock shall be convertible into 80% of the common stock of the common stock of GDSI on a fully-diluted basis. The Preferred Stock investment is being made with the primary purpose of acquiring 100% of Rontan pursuant to the following requirements with respect to this acquisition:

Handwritten signature: *Max*

GDSI is able to acquire 100% of the outstanding stock of Rontan at a multiple of no more than 4.5X trailing 12 month adjusted EBITDA (as determined by PWC) for the period ended March 31st, 2015. The 4.5X multiple shall include outstanding indebtedness of approximately \$135 million BR which will be kept in place as part of the transaction (the "Purchase Consideration"). The Purchase Consideration shall be paid in cash at closing. Management of Rontan shall be entitled to receive 5% of the stock of the Company pursuant to a stock option plan for Rontan's senior management.

2. Timing

Contemporaneously with the Company and Purchaser's due diligence visits and reviews, the Company, Purchaser and Rontan will act in good faith to negotiate an Agreement and will endeavor to conclude the acquisition within 120 days from a fully executed Letter of Interest assuming the Purchaser and the Company receives all the necessary cooperation and responsiveness from Rontan, its respective professionals and management teams to do so, and all regulatory approvals can be obtained. The 120 days shall be divided in three 40 day segments which shall automatically renew depending on the commencement of the due diligence process.

3. Access to the Rontan; Operations in Ordinary Course

Upon execution hereof, the Rontan shall cause or permit representatives of the Company and the Purchaser to have full access to Rontan's management, records and facilities.

4. Other Conditions

The completion of the transaction is also subject, among other things, to the following conditions which shall be satisfactory to the Company and the Purchaser in their sole and absolute discretion: (i) the Company and the Purchaser and or its advisors shall have completed a review of Rontan's operating and financial statements for fiscal years 2012, 2013 and year to date 2014; (ii) Rontan's actual operating and financial results shall be consistent with the operating and financial information previously provided to the Company and the Purchaser; and (iii) completion of any remaining due diligence items. All operating and financial information shall be updated prior to closing and must be consistent with the Company and Purchaser's review of the information during the due diligence period.

5. Confidentiality

The parties have previously entered into a Confidentiality Agreement. In addition, this LOI shall be kept in strict confidence by both parties and distribution of any information with respect to this contemplated transaction will only be made to such third parties as the Company and Purchaser determine are necessary to the contemplated transaction.

6. Public Announcements

Neither of the parties shall make any public announcement with respect to this potential transaction contemplated hereby prior to the execution of a definitive Agreement. The existence and contents of this LOI are subject to the confidentiality restrictions of paragraph 5. above.

HHH
Max

7. Termination

This LOI is valid if accepted on or prior to 8:00 pm Eastern Standard Time on Thursday, April 30, 2015. Assuming that this LOI is accepted on or prior to such date, this LOI and the agreements set forth herein shall terminate and the parties shall be released from all obligations with respect to the subject matter hereof on the earliest of (i) execution and delivery of the Agreement, (ii) the date that is 120 days or on an earlier date as stated under paragraph 2. Timing, from the date this LOI is executed, or (iii) the date on which the Company or Purchaser provides written notice to Rontan of its intention not to pursue a transaction with Rontan (in each case except (i), the "Termination Date"). In the event of termination pursuant to clauses (ii) or (iii), the agreements in paragraphs 5, 6, and 13 shall survive such termination.

8. Closing

Subject to conditions set forth herein, Rontan, the Purchaser and the Company agree to use best efforts to close the acquisition on or prior to 120 days from the execution date of this agreement (subject to receipt of all necessary approvals and consents).

9. No Other Discussion

Prior to the Termination Date, neither Rontan nor its representatives, will solicit, continue, or enter into discussions with any other person with respect to the sale of the stock of or assets of Rontan or furnish information to others in that connection, and the Rontan and its representatives will cease any discussions regarding a proposed transaction with other parties.

10. Non-binding Nature

This LOI shall not constitute an obligation binding in any respect on Rontan, the Purchaser or the Company or create any rights in favor of either party or any person, except for the obligations set forth in the attached Confidentiality Agreement and in numbered paragraphs 6, 7, 9, 10, and 13. Any other obligations, legal or otherwise, shall be only as set forth in the Agreement. The purpose of this LOI is to serve solely as a basis to continue our due diligence and to negotiate and enter into an Agreement.

11. Entire Agreement

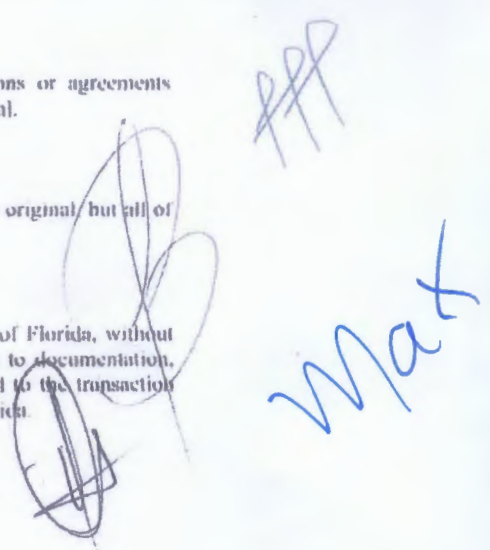
This LOI supersedes any and all prior or contemporaneous communications or agreements between the parties concerning the subject matter hereof, whether written or oral.

12. Counterparts

This LOI may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

13. Governing Law

This LOI shall be governed and construed by the internal laws of the State of Florida, without reference to its conflict of laws rules. In addition, if we decide to proceed to documentation, Rontan agrees that the Agreement, together with all other documents related to the transaction will be construed and enforced in accordance with the laws of the State of Florida.



14. Potential Disputes

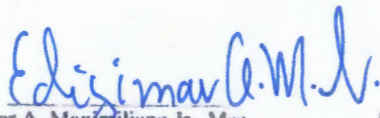
Disputes shall be discussed under the governing laws of the American Arbitration Association (AAA).

If the foregoing is acceptable to you, please indicate acceptance by signing on below and returning to the Company a fully executed original.

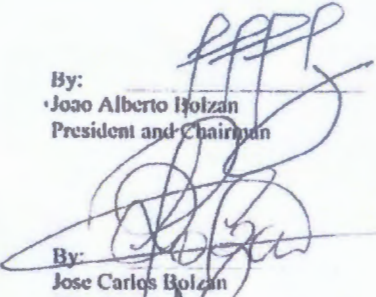
With best regards,

Richard Sullivan
Chairman & CEO
Global Digital Solutions, Inc.

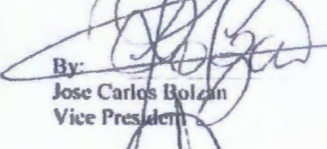
Agreed to and Accepted by:
Grupo Rontan Eletro Metalurgica

By: 
Edigimar A. Maximiliano Jr., Msc
Chief Executive Officer

Date: 04/30/15.

By: 
Joao Alberto Bolzan
President and Chairman

Date: 30.04.15

By: 
Jose Carlos Bolzan
Vice President

Date: 30/04/15

By: 
Antonio Carlos de Angelo
Vice President

Date: 30/04/15

Subject: FW: FW: CORRECTION - Table of numbers...and message from the CEO - Edigimar Maximiliano - Max

From: Edigimar Maximiliano Junior [max@rontan.com.br]
Sent: Wednesday, April 22, 2015 12:34 PM
To: Ross Trevino
Cc: richardjsullivan@msn.com; Matt Kelley
Subject: CORRECTION - Table of numbers...and message from the CEO - Edigimar Maximiliano - Max

Below in RED...! (already considering the 5% to be given to the CEO...)

Gentlemen, as agreed in our call please find below the proposed assumptions of our deal...

Assumptions:

A - US\$ 80mn or R\$ 250mn (Eighty million dollars) for **95%** of Rontan stocks...;

B - GDSI assumes the current financial debt of Rontan – Up to R\$ 155mn...;

C - GDSI assumes Up to R\$ 45mn in fiscal and labor contingencies from Rontan...;

D - Enterprise Value Proposed: R\$ 450mn – Consisting of: R\$ 250mn (Cash to current Controlling Shareholders) + up to R\$ 155mn in financial debt + up to R\$ 45mn in contingencies;

Worth-mentioning that GDSI/1848 Capital disbursements will be only US\$ 80mn...the financial debt and contingencies will be paid by Rontan's operations...WITHOUT ANY NEED OF NEW MONEY FROM BUYERS!;

E – Valuation: R\$ 450mn in EV...considering PwC's audited FY14 Ebitda of R\$ 93mn the implicit multiple would be 4,84x EV/Ebitda FY14; considering PwC's estimated FY15 Ebitda of R\$ 127mn the implicit multiple would be 3,54x EV/Ebitda FY15;

F – Guarantees: If Contingencies go over than R\$ 45mn, current shareholders will pay! The whole Real Estate, estimated value of R\$ 170mn will be given in pawn to GDSI/1848 Capital as guarantee...on the other hand, if contingencies do not reach R\$ 45mn, buyer will reimburse sellers after prescribing period...

G – Cash or Fund Raising Necessity/Expansion: US\$ 10 to 15mn need to buy a player in Mexico; US\$ 2mn to buy a strong brand name in California...

Gentlemen, this is the deal of my life and I will HONOR GDSI and 1848 Capital trust...!

Sincerely,

Max

Edigimar A. Maximiliano Jr.

CEO – Chief Executive Officer

Grupo RONTAN/FBA - Fundação Brasileira de Alumínio Ltda.

Fone: +55 (15) 3259-9892

Mobile: +55 (11) 98124-7620

E-mail: max@rontan.com.br

Exhibit S

Subject:

FW: FW: Meeting with 1848

From: Edigimar Maximiliano Junior [max@rontan.com.br]
Sent: Friday, May 08, 2015 7:16 PM
To: Ross Trevino
Cc: aag@fba.ind.br; cpaulino@fba.ind.br; 'Daniela Bolzan'
Subject: RES: Meeting with 1848

Ross, I confirm my presence in the meeting with Joe on Monday 2pm...

And we will send you the EBITDA reconciliation asap...

Best

Max

Edigimar A. Maximiliano Jr.

CEO – Chief Executive Officer

Grupo RONTAN/FBA - Fundação Brasileira de Alumínio Ltda.

Fone: +55 (15) 3259-9892

Mobile: +55 (11) 98124-7620

E-mail: max@rontan.com.br

De: Ross Trevino [mailto:rtrevino@gdsi.co]

Enviada em: quarta-feira, 6 de maio de 2015 19:14

Para: max@rontan.com.br

Assunto: Meeting with 1848

Max,

We are requesting you for a meeting with 1848 in Miami on Monday at 2 pm, and Tuesday if needed. Please fly in over the weekend if possible.

Please confirm your attendance.

Regards,

Ross L. Trevino

VP Mergers & Acquisitions

Global Digital Solutions, Inc.

(561)951-1777 (mobile)

rtrevino@gdsi.co

www.gdsi.co

Nenhum vírus encontrado nessa mensagem.

Verificado por AVG - www.avgbrasil.com.br

Versão: 2015.0.5863 / Banco de dados de vírus: 4339/9694 - Data de Lançamento: 05/04/15

Exhibit T



September 18, 2015

Edigimar A. Maximiliano Jr., Msc
Chief Executive Officer
Grupo Rontan Eletro Metalurgica
Rod. SP 127, km 114,5 - Tatui
Sao Paulo - Brazil

Re: Escrow closing of Grupo Rontan Eletro Metalurgica by Global Digital Solutions, Inc.

Dear Max,

On behalf of Global Digital Solutions, Inc. ("GDSI") and its shareholders (the "Purchaser"), I am writing concerning our interest in acquiring a 100% stake in Grupo Rontan Eletro Metalurgica ("Rontan") subject the negotiation and execution of a definitive purchase agreement (the "Agreement"). The Purchaser is submitting this Letter of Intent ("LOI") based on information provided by you over the past ten months concerning the business, assets, operations, financial condition and prospects.

1. Business To Be Purchased, Assumptions, and Consideration

GDSI proposes to acquire 100% of the outstanding stock of Rontan, including land and buildings, for up to 100 million BR in cash (the "Cash Component") and 100 million BR in GDSI stock, with the GDSI stock valued at \$1.00 per share. (together the "Purchase Consideration"). General American Capital Partners, LLC (the "Institutional Investor") shall support the acquisition.

- I. Rontan has obligations of approximately 300 million BR, which will be kept in place as part of the transaction (the "Indebtedness"). The Indebtedness consists of; approximately 200 million BR in bank debt (the "Bank Debt"), approximately 50 million BR in obligations to Motorola and approximately 50 million BR in fiscal contingencies. Rontan will continue to guarantee the Indebtedness until the Purchase Consideration distribution date (the "Final Close"). Rontan's majority shareholders, Joao Alberto Bolzan and Jose Carlos Bolzan, (the "Selling Shareholders") shall continue to guarantee the Bank Debt until the Final Close, or at such time as it is restructured to the satisfaction of the Purchaser and the Institutional Investor.
- II. The law firm of Bryan Cave shall prepare the definitive Agreement for execution. The Agreement is anticipated within 10 days from the date this LOI is fully executed.
- III. Upon the execution of the Agreement, 100 million BR in GDSI stock valued at \$1.00 per share shall be escrowed to benefit Rontan (the "Stock

Escrow closing of Grupo Rontan Eletro Metalurgica by Global Digital Solutions, Inc.

Handwritten signatures and initials in blue ink are present on the right side of the page. There is a large, stylized signature at the top, followed by the initials 'JAB' and 'JCB' below it. At the bottom right, the word 'max' is written in a cursive script.

Component"). The Institutional Investor shall provide assurance to Rontan on the Cash Component (the "Assurance"). The escrowed Stock Component and the Assurance of the Cash Component of the Purchase Consideration shall constitute the initial closing of the transaction (the "Escrow Close").

- IV. Upon the Escrow Close, GDSI shall assume full responsibility of the management and day-to-day operations of Rontan. Rontan's senior management shall remain in place as part of the transaction.
- V. Contemporaneously with the Escrow Close, KPMG/PwC shall complete additional procedures deemed necessary to obtain limited assurance on prior year audits (the "Opinion"). The Opinion is anticipated within 60 days from the date this LOI is fully executed.
- VI. Upon the completion of the Opinion, the Institutional Investor shall invest, under agreed upon terms and conditions, funds into GDSI (the "Investment").
- VII. The Final Close shall occur contemporaneously with the completion of the Opinion and the Investment. At the Final Close, the escrowed Stock Component and the Cash Component shall be distributed to Rontan. The proceeds of the Stock Component shall be earmarked to extinguish Indebtedness. The Cash Component shall be earmarked to pay the Selling Shareholders 100 million BR.
- VIII. A potential earn-out structure of the Cash Component shall be negotiated as part of the Agreement. The earn-out shall occur over a period of 24, 36 or 48 months.
- IX. Rontan and the Selling Shareholders shall indemnify Purchaser of potential tax liabilities.

2. Opinion Items

Upon execution hereof, Rontan shall cause or permit representatives of the Purchaser and the Institutional Investor to have full access to Rontan's management, records and facilities. We will utilize experienced due diligence professionals with whom we have worked, who appreciate the discretion and timeliness required to make the process as positive as possible. Due diligence may include the review of financial and accounting information, confidential interviews with certain mutually agreed-upon suppliers, customers, contractors, employees, etc. The Purchaser and the Institutional Investor will coordinate discrete management interviews and any facilities visits with Rontan. Rontan shall operate only in the ordinary course of business; shall maintain the value of its business as a going concern and preserve its goodwill and its relationships with customers, suppliers, creditors, contractors and employees; and shall notify the Purchaser and the Institutional Investor of any adverse change with respect to Rontan's financial condition, business, assets, operations or prospects.

Escrow closing of Grupo Rontan Eletro Metalurgica by Global Digital Solutions, Inc.

The block contains several handwritten signatures and initials in blue ink. At the top is a large, stylized signature. Below it are the initials 'PFP' and 'mbs'.

3. Confidentiality

The Purchaser, the Institutional Investor and Rontan have previously entered into a Confidentiality Agreement. In addition, this LOI shall be kept in strict confidence by all parties and distribution of any information with respect to this contemplated transaction will only be made to such third parties as the Purchaser and Institutional Investor determines are necessary to the contemplated transaction.

4. Public Announcements

None of the parties shall make any public announcement with respect to this potential transaction contemplated hereby prior to the execution of a definitive Agreement.

5. Termination

This LOI is valid if accepted on or prior to 5:00 pm Eastern Standard Time on September 25, 2015. Assuming that this LOI is accepted on or prior to such date, this LOI and the agreements set forth herein shall terminate and the parties shall be released from all obligations with respect to the subject matter hereof on the earliest of (i) execution and delivery of the Agreement, (ii) the date that is 60 days from the date this LOI is executed, or (iii) the date on which the Purchaser provides written notice to Rontan of its intention not to pursue a transaction.

6. Closing

Subject to conditions set forth herein, the Purchaser, the Institutional Investor and Rontan will work together to complete the Escrow Close of the acquisition on or prior to 10 days, and the Final Close of the acquisition on or prior to 60 days from the execution date of this LOI (subject to receipt of all necessary approvals and consents).

7. No Other Discussion

Prior to the Termination Date, neither Rontan nor its affiliates or representatives, will solicit, continue, or enter into discussions with any other person with respect to the sale of Rontan, or furnish information to others in that connection.

8. Entire Agreement

This LOI supersedes any and all prior or contemporaneous communications or agreements between the parties concerning the subject matter hereof, whether written or oral.

9. Break-Up Fee

Rontan shall pay a fee equal to 20% of the Purchase Consideration, due and payable to the Purchaser, at the occurrence of one or more of the following:

- The unilateral and non-justified break-up of the negotiations by Rontan;
- The choice by Rontan to enter into an agreement with an acquiring entity other than the Purchaser.

Escrow closing of Grupo Rontan Eletro Metalurgica by Global Digital Solutions, Inc.

Handwritten signature and initials in blue ink. The signature appears to be a stylized 'D' or 'S' with a long horizontal line extending to the right. Below it, the initials 'HJ' are written, followed by 'mag'.

10. Counterparts

This LOI may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

11. Governing Law

This LOI shall be governed and construed by the internal laws of the State of Florida, without reference to its conflict of laws rules.

If the foregoing is acceptable to you, please indicate acceptance by signing below and returning to the Purchaser a fully executed original.

Sincerely,



Richard J. Sullivan
Chairman & CEO
Global Digital Solutions, Inc.

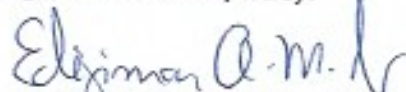
Agreed to and Accepted by:



Joseph E. DaGrosa, Jr.
Managing Partner
General American Capital Partners, LLC

Date:

Agreed to and Accepted by:



Edgimar A. Maximillano Jr., Msc
Chief Executive Officer

Date:

09.25.15.

Agreed to and Accepted by:]



Joao Alberto Bolzan
President and Chairman

Date: 25.09.15

Agreed to and Accepted by:



Jose Carlos Bolzan
Vice President

Date:



Escrow closing of Grupo Rontan Eletro Metalurgica by Global Digital Solutions, Inc.

ADDENDUM TO THE LETTER OF INTENT AND APPROVAL TO PROCEED WITH THE ESCROW
CLOSING OF GRUPO RONTAN ELECTRO METALURGICA,
BY GLOBAL DIGITAL SOLUTIONS, INC.
DATED SEPTEMBER 18, 2015; BETWEEN GLOBAL DIGITAL SOLUTIONS, INC., GENERAL
AMERICAN CAPITAL PARTNERS, LLC AND GRUPO RONTAN ELECTRO METALURGICA.
Dated September 25, 2015

This Addendum (the "Addendum") to the Letter of Intent (the "Letter") and Approval to Proceed with the transaction between Grupo Rontan Eletro Metalurgica ("Rontan"), Global Digital Solutions, Inc. ("GDSI") and General American Capital Partners, LLC (the "Institutional Investor"), proposes to modify the Letter as follows, leaving all other terms and conditions of the Letter unchanged:

1. Modify paragraph one (1), line (2) [i] as follows in its entirety:
 - i. Insert... buildings... "that are essentials for the industrial park where it is installed (excepted the ones registered under number 63688 and 57313, in the 1^o Cartório de Registro de Imóveis de Tatuí).
2. Modify paragraph roman numeral one (I), line five (5)[i] and ten (10)[ii] as follows in its entirety:
 - i. Rontan has obligations of approximately 345 million BR, which will be kept in place as part of the transaction (the "Indebtedness"). The Indebtedness consists of; approximately 200 million BR in bank debt (the "Bank Debt"), approximately 50 million BR in obligations to suppliers and approximately 95 million BR in fiscal contingencies. Rontan will continue to guarantee the Indebtedness until the Purchase Consideration distribution date (the "Final Close"). Rontans majority shareholders, João Alberto Bolzan and Jose Carlos Bolzan, (the "Selling Shareholders") shall continue to guarantee the Bank Debt until the Final Close, or no longer than 30 days after it, if the Purchaser or the Institutional Investor needs more time to finish the restructuration.
2. Modify paragraph roman numeral two (II), line two (2)[i] as follows in its entirety:
 - i. Insert...execution..."and submit it to the shareholders' lawyers for debate"
3. Modify paragraph roman numeral four (IV), line one (1)[i] and three (3)[ii] as follows in its entirety:
 - i. Insert...shall..."appoint a representative to monitor the operations and daily management operations of Rontan"
 - ii. Delete "assume full responsibility of the management and day-to-day operations of Rontan."
4. Modify paragraph roman numeral six (VI), line two (2)[i] as follows in its entirety:
 - i. Insert...conditions..."sufficient"
5. Modify paragraph roman numeral seven (VII), line three (3)[i] and five (5)[ii] as follows in its entirety:
 - i. Replace "the Cash Component" with "the 'Investment'"
 - ii. Replace "the Cash Component" with "the 'Investment'"
6. Modify paragraph roman numeral eight (VIII), line one (1)[i], three (3)[ii] and four (4)[iii] as follows in its entirety:


- i. Insert...structure and..."an Escrowed 45 million BR as its anticipation. Rontan proposes the payment of the 100 million BR upfront and potential earnout anticipation and GDSI shows commitment do try its best efforts to advance the cash payment"
 - ii. Replace "or" with "and"
 - iii. Insert...months,..."and shall be fixed in at least 15%-20% of the last 12 months EBITDA."
7. Modify paragraph nine (9), line one (1)[i], bullet one (1)[iii] and insert sentence after bullet two (2)[iii] as follows in its entirety:
- i. Replace "Rontan" with "Parts"; replace "20%" with "10%", insert
 - ii. Delete "by Rontan"
 - iii. Insert... " if the parties don't agree upon the elements of the contract there will be no break-up fee applied"

The Letter and the Addendum shall be the basis for the initial draft of the Definitive Agreement (the "Agreement"). The Purchaser, the Institutional Investor and Rontan shall consider the addendum requests as stated, leaving all other terms and conditions of the Letter unchanged. The Agreement shall be submitted to the Purchaser, the Institutional Investor, Rotan and its shareholder's lawyers for debate and finalization.

This Addendum is valid if accepted on or prior to 5:00 pm Eastern Standard Time on September 25, 2015.

Global Digital Solutions, Inc.

Agreed to and Accepted by:


Richard J. Sullivan
Chairman & CEO

Date: 9-25-15

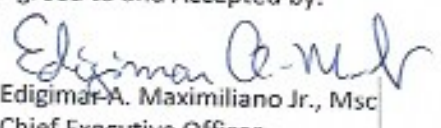
Witnessed by:


Ross Trevino
VP, Mergers & Acquisitions

Date: 9-25-15

Grupo Rontan Eletro Metalurgica


Agreed to and Accepted by:



Edigimar A. Maximiliano Jr., Msc
Chief Executive Officer

Date: 9.25.15

Agreed to and Accepted by:


ADDENDUM TO THE LETTER OF INTENT AND APPROVAL TO PROCEED WITH THE ESCROW CLOSING OF GRUPO RONTAN ELECTRO METALURGICA, BY GLOBAL DIGITAL SOLUTIONS, INC. DATED SEPTEMBER 18, 2015; BETWEEN GLOBAL DIGITAL SOLUTIONS, INC., GENERAL AMERICAN CAPITAL PARTNERS, LLC AND GRUPO RONTAN ELECTRO METALURGICA.


na


Joao Alberto Bolzan
President and Chairman

Date: 25.09.15

Agreed to and Accepted by:


Jose Carlos Bolzan
Vice President

Date:

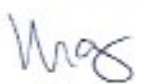


Exhibit U

SILARE PURCHASE AND SALE AGREEMENT

This SILARE PURCHASE AND SALE AGREEMENT is entered into on October 8, 2015 by and among:

- I. GLOBAL DIGITAL SOLUTIONS, INC., a New Jersey corporation (the "Purchaser");
- II. GRUPO RONTAN ELECTRO METALURGICA, [S.A.], a limited liability company duly organized and existing under the laws of the Federative Republic of Brazil, with its head office at Rod. SP 127, km 114.5 - Tatui, Sao Paulo - Brazil ("Rontan");
- III. JOAO ALBERTO BOLZAN, a Brazilian resident and owner of shares of Rontan ("J.A. Bolzan"); and
- IV. JOSE CARLOS BOLZAN, a Brazilian resident and owner of shares of Rontan ("J.C. Bolzan").

J.A. Bolzan and J.C. Bolzan shall collectively be referred to herein as the "Sellers." Additionally, the Purchaser, on the one hand, and Sellers, on the other hand, may be referred to herein, collectively, as the "Parties" and, each individually, as a "Party."

RECITALS

WHEREAS, the Sellers own one hundred percent (100%) of the issued and outstanding shares of the Rontan (collectively, the "Shares"), a company engaged in the manufacture and distribution of specialty vehicles and acoustic/visual signaling equipment for the industrial and automotive markets (the "Business");

WHEREAS, the capital stock of Rontan is RS4.5 million, divided into 4.5 million shares at R\$1.00 each and paid in domestic currency;

WHEREAS, the Purchaser desires to purchase, and the Sellers desire to sell and transfer the Shares held by them to the Purchaser;

NOW, THEREFORE, in consideration of the foregoing and other promises and agreements herein contained, the Parties agree as follows:

AGREEMENT

I. PURCHASE AND SALE.

1.1. Under the terms and conditions of this Agreement, on the Closing Date the Sellers shall sell and transfer to the Purchaser, free and clear of all Liens, Claims, options and charges whatsoever, and the Purchaser shall purchase and acquire from the Sellers, all right, title and interest related to the Shares, for the price established in this Agreement (the "Transaction").

On the Closing Date, the Shares shall be sold and transferred to Purchaser by each of the Sellers as follows:

J.A. Bolzan shall transfer two million three hundred thirty-one thousand nine hundred (2,331,900) Shares of Rontan to Purchaser which are equivalent 51.82% of the issued and outstanding shares of Rontan; and

J.C. Bolzan shall transfer two million one hundred sixty-eight thousand one hundred (2,168,100) Shares of Rontan to Purchaser which are equivalent to 48.18% of the issued and outstanding shares of Rontan; and

The number of Shares which are the subject of this Agreement and the stock certificates evidencing the Shares are further described in Disclosure Schedule 1.2 hereto.

2. PURCHASE PRICE.

2.1. In consideration for the conveyance of the Shares and in reliance on the representations and warranties, covenants and agreements of the Sellers contained herein and the documents contemplated hereby, the Purchaser shall pay to the Sellers a purchase price to be comprised of the following payments:

2.1.1. A portion of the Purchase Price in the aggregate amount of RS100,000,000.00 shall be paid by the Purchaser to the Sellers (pro rata in accordance with their ownership of the Shares) in equal monthly installments over a period of forty eight (48) months following the Closing Date by wire transfer of immediately available funds (such amount being referred to as the "Cash Amount"), subject to acceleration in the sole discretion of the Purchaser and Institutional Investor (as defined below); and

2.1.2. The remaining portion of the Purchase Price shall be paid by Purchaser's issuance to Rontan, for the benefit of the Sellers, of an aggregate of RS100,000,000.00 of shares of Purchaser's common stock, valued at US\$1.00 per share (such amount being referred to as the "Stock Amount"). It is the intention of the Parties that the Stock Amount will be used by Rontan to repay institutional Debt outstanding as of the Closing Date.

2.1.3. In addition to the foregoing, the Sellers shall be entitled to receive an earn-out, payable within ten (10) Business Days following receipt by Purchaser of Rontan's audited statements for the 12-months ended December 31, 2017, 2018 and 2019 (the "Earn-Out Period") equal to the product of (i) Rontan's earnings before interest, taxes, depreciation and amortization ("EBITDA") for the last 12 months, and (ii) twenty percent (20%) (such annual amount, the "Earn-Out"), subject to acceleration in the sole discretion of the Purchaser and Institutional Investor. Rontan's 2015 EBITDA (the "Target EBITDA") shall be determined based on Rontan's audited statements of income for the 12-months ended December 31, 2015. Notwithstanding the foregoing, payment of the Earn-Out during any such year of the Earn-Out Period shall be contingent on Rontan's EBITDA results being at least 125% of the Target EBITDA for such applicable year of the Earn-Out Period

For purposes hereof, the "Purchase Price" shall be equal to the Cash Amount, the Stock Amount and the Earn-Out Amount.

3. SPECIFIC CONDITIONS PRIOR TO CLOSING.

3.1. The specific conditions to be satisfied prior to the Closing Date, in addition to the other conditions provided herein are as follows:

3.1.1. The Purchaser's receipt of a written limited assurance unqualified opinion of KPMG with respect to Rontan's audited financial statements for the years ended December 31, 2013 and 2014 (the "Opinion").

- 3.1.2. The commitment of sufficient investment, as stated in the investment agreement, by General American Capital Partners (the "**Institutional Investor**") to the Purchaser following receipt of the Opinion.
- 3.1.3. The Sellers shall present all of Rontan's original books duly registered before the Board of Trade of the State of Sao Paulo, Brazil, with all registers and transfers of Shares duly made in a true, and correct form up to the Closing Date, as required by Brazilian Law, and the Sellers shall represent and attest that there are no Liens or encumbrances on any of such Shares that affect and/or may potentially affect the sale and transfer of such Shares with all **property**, voting and any other rights related to the Shares from the Sellers to the Purchaser.
- 3.1.4. The representations and warranties of the Purchaser and the Sellers set forth in this Agreement shall be true, complete and correct in all material respects as of the Closing Date.
- 3.1.5. The Sellers shall make additional written representations, warranties, covenants, indemnifications and agreements with respect to Rontan and its Business operations, among other things, all of which shall be acceptable to Purchaser in its sole discretion, pursuant to an amendment of this Agreement.
- 3.1.6. The continued operation of Rontan's business in the ordinary course of business as provided for herein.
- 3.1.7. The maintenance of all of Rontan's bank credit lines in the maximum amount of R\$200,000,000 under the same terms and conditions originally agreed with any such financial institutions, and the maintenance of all other types of funding arrangements in compliance with all covenants contained therein. As of the date hereof, Rontan's Debt is as follows: financial institution Debt of not more than R\$200,000,000, trade debt of not more than R\$50,000,000 and other fiscal contingencies of not more than R\$95,000,000.
- 3.1.8. Rontan shall enter into employment or consulting service agreements, acceptable to Purchaser, with key employees and advisors identified by Purchaser including, without limitation: (i) Maximiliano as Rontan's Chief Executive Officer, and (ii) such other key employees and advisors identified by Purchaser's Board of Directors;
- 3.1.9. The Purchaser shall provide Sellers with a copy of the Articles of Incorporation and by-laws of the Purchaser, as well as the corporate documents appointing representatives who shall sign this Agreement.
- 3.1.10. A legal opinion from counsel to the Sellers and Rontan, dated as of the date of the Closing Date, addressed to the Purchaser and on which the Purchaser and the Purchaser's investors shall be entitled to rely;
- 3.1.11. Satisfactory completion in Purchaser's sole discretion of its due diligence investigation of Rontan and its Business.
- 3.1.12. The Sellers continued guarantee of Rontan's bank Debt for a period of 90 days following issuance of Opinion.

At its sole discretion, the Purchaser may waive its right to request the fulfillment by the Sellers of any such conditions prior to the Closing Date. Any such waiver shall be granted in writing and duly signed by the Buyer's legal representatives.

4. CLOSING.

4.1. Subject to satisfaction or waiver of the conditions precedent provided for in Section 3 of this Agreement, the closing of this Agreement shall take place within ten (10) Business Days from the date of the issuance of the Opinion at the offices of Kopelowitz Ostrow, 200 East Palmetto Park Road, Suite 103, Boca Raton, Florida, or at such other place agreed to in writing by the Parties. For purposes hereof, the date on which the Closing of the Transactions is consummated shall be referred to herein as the "Closing Date".

4.2. On the Closing Date, the Sellers shall transfer the Shares to the Purchaser and the Purchaser shall pay the Cash Amount and cause the issuance of the Stock Amount to the Sellers, all in accordance with the terms and conditions of this Agreement, as amended.

4.3. Prior to the Closing Date, the Sellers shall deliver to the Purchaser (i) the Registry of Transfer of Shares evidencing the transfer of the Shares to the Purchaser; (ii) the Purchaser and the Sellers shall enter into the superseding bank mandates and existing powers of attorney listed on Exhibit 4.2 hereto; (iii) such additional documents that might be required to enable the closing to occur, (iv) a legal opinion from counsel to the addressed to the Purchaser and on which the Purchaser and the Purchaser's investors shall be entitled to rely and dated as of the Closing Date; (v) an executed amendment to this Agreement providing for additional written representations, warranties, covenants, indemnifications and agreements of the Sellers with respect to Rontan and its Business operations; (vi) executed employment or consulting services agreements with Maximiliano and such other key employees and advisors identified by the Purchaser's board of directors.

5. REPRESENTATIONS AND WARRANTIES OF THE SELLERS.

The Sellers jointly and severally represent and warrant to the Purchaser as of the date hereof and as of the Closing Date:

5.1. Organization, Etc. Rontan is duly organized, validly existing and in good standing under the laws of the Federative Republic of Brazil and is qualified to do business in every jurisdiction in which it is required to qualify under applicable Law. Rontan has the full corporate power and authority to own and operate its assets and properties and to carry on its business. Disclosure Schedule 5.1(a) contains a complete list of all of Rontan's Subsidiaries and branches. Except as set out in Disclosure Schedule 5.1(b), the Sellers and their Affiliates (i) are not indebted to Rontan and are not owed any amounts by Rontan (other than salary paid in the ordinary course of business of Rontan; and (ii) do not own any asset, tangible or intangible, which is used in Rontan's Business. There are no shareholders' agreements to which the Sellers and/or Rontan may be bound. A true and correct copy of the current bylaws of Rontan is attached as Disclosure Schedule 5.1(c).

5.2. Capitalization, Ownership of the Shares. Rontan is properly capitalized and all of its respective Shares are duly authorized, validly issued and fully paid and are not subject to any preemptive rights. The Sellers are, and at the Closing Date shall be, the direct and only record owners of the Shares, free and clear of any and all Liens. Upon registration of the transfer of Shares, the Purchaser will have, as of and from the Closing Date, good and valid title to the Shares, free and clear of any Lien. There are no outstanding or authorized options, warrants, purchase rights, conversion rights, exchange rights, or other contracts or commitments that could require Rontan or any Seller to issue, repurchase, sell, transfer, or

otherwise dispose of any of Rontan's capital stock or equity interests. There are no voting trusts, proxies or any other agreements or understandings with respect to the voting of the capital stock or equity interests of Rontan.

5.3. **Authorizations.** The Sellers have the legal right, power and authority to enter into this Agreement and to transfer, assign and deliver the Shares as provided in this Agreement, subject to the terms hereof. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate or other action of Sellers, and this Agreement constitutes the legal, valid and binding obligation of each of the Sellers, enforceable against the Sellers in accordance with its terms. The entries in the Book of Transfer of Registered Shares and Book of Registry of Nominative Shares of the Company will convey to Purchaser title to the Shares, free and clear of any and all Liens or encumbrances, security interests, agreements or Claims of any kind whatsoever.

5.4. **Restrictions.** Sellers represent and warrant that the execution of this Agreement will not:

5.4.1. violate any applicable Law;

5.4.2. conflict with or breach any obligation, title, agreement, commitment, promise, and/or any other obligation to which Rontan may be subject, or which it may have assumed;

5.4.3. violate or breach any provision Rontan's articles of association, bylaws or other governing documents;

5.4.4. require any filing with or notice to, or consent or approval of, any Governmental Authority or other Person; or

5.4.5. result in the imposition or creation of any Lien upon or with respect to the Shares or any of the assets of Rontan.

5.5. **Financial Statements and Balance Sheets.**

5.5.1. Attached as Disclosure Schedule 5.5.1 hereto are (i) audited year-end balance sheets of Rontan as of December 31, 2013 and 2014 and the audited statements of income of Rontan for the each of the fiscal years then ended, together with the report of Votor Auditores Independentes S/S, independent auditors (the "Audited Financial Statements"), and (ii)) an unaudited balance sheet of Rontan as of June 30, 2015 (the "Interim Balance Sheet") and unaudited statement of income for the six-month period then ended (the "Interim Financial Statements"). The foregoing Audited Financial Statements (and notes thereto) and the Interim Financial Statements are collectively referred to herein as the "Financial Statements" and June 30, 2015 is referred to herein as the "Financial Statement Date." The Financial Statements: (i) were prepared in accordance with Brazilian generally accepted accounting principles, consistent with past practices (with exceptions legally mandated) ("Brazilian GAAP") applied on a consistent basis throughout the periods indicated therein, (ii) present fairly the financial position, results of operations and changes in cash flows of Rontan as of such dates and for the periods then ended, and (iii) are true, accurate and complete and in accordance with the books and records of Rontan. The books and records of Rontan are true, accurate and complete and have been maintained in accordance with sound business practices, including the maintenance of an adequate system of internal controls.

5.5.2. Results for nine month period ended September 30, 2015 are in line with the projections presented, and there have been no significant changes in the terms or conditions with

customers, vendors, practices or accounting policies to achieve those results including, but not limited to, relaxing underwriting standards, loosening reserve guidelines, or offering special returns privileges.

5.6. Accounting Books; Records. The accounting books and records of Rontan are complete and exact and were drafted in accordance with Brazilian legal requirements and with Brazilian GAAP; (ii) the books and records reflect the registration of the financial, operational, property and control matters of Rontan; and (iii) all existing liabilities are properly recorded on Rontan's balance sheet as of the Financial Statement Date.

5.7. Customers and Suppliers. Disclosure Schedule 5.7 hereto sets forth a complete and accurate list of (a) each customer that accounted for more than five percent (5%) of the consolidated revenues and/or income of Rontan during the last full fiscal year and the interim period through June 30, 2015 and the amount of revenues accounted for by such customer during each such period and (b) each supplier that is the sole supplier of any significant product or component to Rontan. No material customer of Rontan has advised Rontan or any Seller in writing within the past year that it will stop, or decrease the rate of, buying materials, products or services from Rontan. No material supplier of Rontan has advised Rontan or any employee in writing within the past year that it will stop, or decrease the rate of, supplying materials, products, or services to Rontan. The consummation of the transactions contemplated hereby will not have a material adverse effect on Rontan's relationship with any customer or supplier listed on Schedule 5.7.

5.8. Assets. Except for the assets described on Disclosure Schedule 5.8, Rontan is authorized to use all of its assets required for the regular performance of its business. Except as provided in Disclosure Schedule 5.8, all the assets owned by Rontan are free and clear of any Liens, encumbrances or other rights of third parties. All of Rontan's assets are duly registered in its books, in accordance with the applicable Law and, at the Closing Date (a) are all those currently used or intended to be used in the operation of Rontan's Business and (b) will be all of the assets needed by Rontan to continue to operate such business after the date hereof as currently operated. The buildings, machinery, equipment, personal properties, vehicles and other tangible assets owned or leased by Rontan are in good condition and repair (ordinary wear and tear excepted) and are usable in the ordinary course of business, and are free from patent defects with respect thereto.

5.9. Real Property and Leases. Disclosure Schedule 5.9 contains a description of all real property owned, leased, utilized in the conduct of Rontan's Business ("Real Property"). Copies of all title records are attached to such Disclosure Schedule 5.9, and such copies are correct and complete as of the date hereof. All leases are in full force and effect. Rontan is in full compliance with its obligations thereunder and the rights of Rontan thereunder are not subordinate to the rights of any third party. Rontan has received no written notice of default under any agreement governing any such lease, nor is Rontan involved in any dispute with any third party thereunder. Rontan has all easements and rights of ingress and egress necessary for utilities and services and for all operations conducted on the Real Property. All buildings, plants, and structures owned or leased by Rontan lie wholly within the boundaries of the Real Property and do not encroach upon the property of, or otherwise conflict with the property rights of, any other Person.

5.10. Compliance with Laws. The Sellers and Rontan are, and at all times have been, in compliance with all applicable Laws and the Sellers and Rontan are not in default under any contract or arrangements with its clients or suppliers.

5.11. Absence of Undisclosed Liabilities. Except as set forth on Disclosure Schedule 5.11, Rontan does not have any liabilities or obligations of any nature, absolute, accrued, contingent or otherwise and whether due or to become due, that are not reflected in the Financial Statements.

5.12. Indebtedness; Bank Accounts. Disclosure Schedule 5.12 sets forth a list, with a description of the most significant terms, of all obligations of Rontan for borrowed money or obligations of Rontan which are evidenced by bonds, debentures, notes or similar instruments or letters of credit; all obligations of Rontan under any conditional sales or title retention agreements relating to property purchased by Rontan; all obligations of Rontan issued or assumed as the deferred purchase price of property or services (other than accounts payable to suppliers incurred in the ordinary course of business); all obligations of Rontan which are required to be accounted for as a capital lease pursuant to accounting principles derived from Brazilian corporate law and applicable accounting standards; all off-balance sheet Liabilities; obligations of any third party secured by any lien or encumbrance on any assets of Rontan and all obligations of Rontan guaranteeing or having the economic effect of guaranteeing any obligation of any third party. Copies of all documents evidencing such obligations (or written description thereof if such obligations are not in writing) have been delivered to the Purchaser. In addition, Disclosure Schedule 5.12 also sets forth the name, address and account number of each bank or other financial institution at which Rontan maintains an account, safety deposit box, deposit agreement or loan or borrowing agreements or arrangements, together with the names of all Persons who are authorized to use them and to make withdrawals, loans, borrowing or overdraft agreements. As of the date hereof, Rontan's Debt is as follows: financial institution Debt of not more than R\$200,000,000, trade debt of not more than R\$50,000,000 and other fiscal contingencies of not more than R\$95,000,000.

5.13. Taxes. Up to the date hereof, Rontan has timely paid all the Taxes due, and complied with all Tax obligations in accordance with the applicable Law. Except as identified in the Financial Statements, Rontan has no other Tax debts.

5.14. Licenses and Permits. Rontan has all licenses, permits and authorizations required for the operation of the Business and for the regular course of the activities of its corporate purpose and business and a list of such licenses, permits and authorizations is attached to Disclosure Schedule 5.14.

5.15. Related Party Loans. All related party loans to which Rontan is a party shall be settled prior to the Closing Date, and none of those obligations of Rontan will survive the Closing Date or will otherwise be acquired by the Purchaser, directly or indirectly.

5.16. Solvency. Rontan is not now Insolvent (as defined below). In addition, immediately after giving effect to the consummation of the transactions contemplated by this Agreement, Rontan will be able to pay its Debts as they become due. The cash available to Rontan, after taking into account all other anticipated uses of the cash, will be sufficient to pay all such promptly in accordance with their terms. As used in this Section: (i) "Insolvent" means that the sum of the present fair saleable value of Rontan's assets does not and will not exceed its Debts and other probable liabilities; and (ii) "Debts" or "Indebtedness" includes any legal Liability, whether matured or unmatured, liquidated or unliquidated, absolute, fixed or contingent, disputed or undisputed or secured or unsecured.

5.17. Legend. Each Seller acknowledges and agrees that each certificate evidencing the Purchaser's stock and each certificate issued in exchange therefor or upon the transfer of any the Purchaser's Stock shall be stamped or otherwise imprinted with a legend in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE SECURITIES

REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER, CERTAIN REPURCHASE OPTIONS AND CERTAIN OTHER AGREEMENTS SET FORTH IN A STOCKHOLDERS AGREEMENT. A COPY OF SUCH AGREEMENT MAY BE OBTAINED BY THE HOLDER HEREOF AT THE CORPORATION'S PRINCIPAL PLACE OF BUSINESS WITHOUT CHARGE."

6. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Sellers as follows as of the date hereof and as of the Closing Date:

6.1. Corporate Organization, Etc. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation with full corporate power and authority to carry on its business as it is now being conducted and to own, operate and lease its properties and assets. The Purchaser is duly qualified or licensed to do business and is in corporate and Tax good standing in every jurisdiction in which the conduct of its business, the ownership or lease of its properties, require it to be so qualified or licensed.

6.2. Authorization, Etc. The Purchaser has full power and authority to enter into this Agreement and the agreements contemplated hereby to which the Purchaser is a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and all other agreements and transactions contemplated hereby have been duly authorized by the Board of Directors of the Purchaser and no other corporate proceedings on its part are necessary to authorize this Agreement and the agreements contemplated hereby and the transactions contemplated hereby and thereby. This Agreement and all other agreements contemplated hereby to be entered into by Purchaser each constitutes a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms.

6.3. Shares of Purchaser Stock. The shares of Purchaser Stock issuable to the Sellers on the Closing Date shall be duly authorized, validly issued and non-assessable and shall be issued to the Sellers free and clear of any and all Liens and other restrictions other than as provided under the U.S. Securities Act of 1933, as amended.

7. COVENANTS OF THE SELLERS. Until the Closing Date, except as otherwise consented to or approved by the Purchaser in writing, Rontan and the Sellers agree that they shall act, or refrain from acting where required hereinafter, to comply (and in the case of the Sellers, to cause Rontan to comply) with the following:

7.1. Regular Course of Business. Rontan shall (a) operate its Business diligently and in good faith, consistent with past management practices; (b) maintain all of its properties in customary repair, order and condition, reasonable wear and tear excepted; (c) maintain (except for expiration due to lapse of time) all leases and Contracts in effect without change except as expressly provided herein; (d) comply with the provisions of all regulations and orders applicable to Rontan and the conduct of its Business; (e) not cancel, release, waive or compromise any debt, Claim or right in its favor having a value in excess of \$5,000 other than in connection with returns of inventory for credit or replacement in the ordinary course of business; (f) not alter the rate or basis of compensation of any of its officers, directors or employees other than in the ordinary course of business consistent with past practice and immaterial in amount; (g) maintain insurance coverage up to the Closing Date with the coverage and in the amounts consistent with past practices; (h) maintain inventory, supplies and spare parts at customary operating levels consistent with current practices, and replace in accordance with past practice any inoperable, worn-out or obsolete

assets with modern assets of comparable quality; (i) maintain its books, accounts and records in accordance with past custom and practice as used in the preparation of the Financial Statements; and (j) use its reasonable best efforts to preserve the goodwill and organization of its business and its relationships with its customers, suppliers, employees and other Persons having business relations with it.

7.2. Borrowing. Rontan shall not incur, assume or Guarantee any Indebtedness not reflected on the Financial Statements except in the ordinary course of business under existing credit facilities as such credit facilities exist on the date hereof. In no event shall Rontan's aggregate Indebtedness at the Closing Date exceed R\$345,000,000 in the aggregate.

7.3. Other Commitments. Except as set forth in this Agreement, incurred or transacted in the ordinary course of business, or permitted in writing by the Purchaser, Rontan shall not enter into any material Contract or transaction or make any commitment or incur any material obligation or liability (including entering into any real property leases).

7.4. Interim Financial Information and Audit. Rontan shall supply the Purchaser with unaudited monthly operating statements within thirty (30) days after the end of each month ending between the date hereof and the Closing Date (commencing with monthly operating statements for July 31, 2015), certified by Rontan's chief financial officer as having been prepared in accordance with procedures employed by Rontan in preparing prior monthly operating statements and certifying that such financial statements were prepared in accordance with Brazilian GAAP applied on a basis consistent with the Financial Statements and include all adjustments (all of which were normal recurring adjustments) necessary to fairly present Rontan's financial position, results of operations and changes in financial position at and for such periods.

7.5. Full Access and Disclosure; Appointment of Representative.

7.5.1. The Sellers shall cause Rontan to afford to the Purchaser and its counsel, accountants, agents and other authorized representatives and to financial institutions specified by the Purchaser reasonable access during business hours to Rontan's plants, properties, books and records in order that the Purchaser may have full opportunity to make such reasonable investigations as it shall desire to make of the affairs of Rontan. The Sellers shall cause Rontan to cause its officers, employees, counsel and auditors to furnish such additional financial and operating data and other information as the Purchaser shall from time to time reasonably request.

7.5.2. In furtherance of the foregoing, commencing on the Sellers' execution of this Agreement, Purchaser shall be authorized to appoint a representative to monitor the operations and daily management operations of Rontan. This representative shall not have any authority regarding the operations of Rontan. The initial representative appointed by Purchaser shall be Ross Trevino.

8. OTHER AGREEMENTS. The parties further agree as follows:

8.1. Further Assurances. Subject to the terms and conditions of this Agreement, the parties hereto shall use their best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable regulations consummate and make effective as promptly as possible the transactions contemplated by this Agreement and the agreements contemplated hereby, and to cooperate with each other in connection with the foregoing, including without limitation using their best efforts (a) to obtain all necessary waivers, consents, and approvals from other parties to loan agreements, leases, mortgages and other Contracts; (b) to obtain all necessary permits, consents, approvals and authorizations as are required to be obtained under any regulation or order of any

Governmental Authority; (c) to lift or rescind any injunction or restraining order or other order adversely affecting the ability of the parties to consummate the transactions contemplated hereby; and (d) to fulfill all conditions to the obligations of the parties under this Agreement.

8.2. No Solicitation or Negotiation. The Sellers shall, and shall cause Rontan to use their best efforts to ensure that its stockholders, and any of its and its stockholders' Affiliates, representatives, officers, employees, directors or agents shall not, directly or indirectly (i) submit, solicit, initiate, encourage or discuss any proposal or offer from any Person or enter into any Contract or accept any offer relating to or to consummate any Alternative Transaction, reorganization, liquidation, dissolution or recapitalization of Rontan or any similar transaction or business combination involving Rontan or its Business or assets; or (ii) enter into any transactions regarding the acquisition by Rontan of other businesses, whether by the purchase of assets or capital stock of another Person; or (c) furnish any information with respect to, assist or participate in or facilitate in any other manner any effort or attempt by any Person to do or seek to do any of the foregoing. The Sellers shall notify the Purchaser immediately if any Person makes any proposal, offer, inquiry or contact to the Seller or Rontan or, to the Sellers' knowledge, any other Person for the purpose of effectuating one or more of the foregoing transactions.

8.3. Public Announcements. Prior to the Closing, neither the Sellers, Rontan nor the Purchaser nor any Affiliate, representative or stockholder of such Persons, shall disclose any of the terms of this Agreement to any third party without the other party's prior written consent. The form, content and timing of all press releases, public announcements or publicity statements with respect to this Agreement and transactions contemplated hereby shall be subject to the prior approval of both the Sellers and the Purchaser, which approval shall not be unreasonably withheld. No press releases, public announcements or publicity statements shall be released by either party without such prior mutual agreement.

9. TERMINATION AND ABANDONMENT.

9.1. Methods of Termination. This Agreement may be terminated and the transactions herein contemplated may be abandoned at any time:

9.1.1. by mutual consent of the Purchaser and Sellers;

9.1.2. by the Purchaser or the Sellers if the Transaction is not consummated within twenty (20) days of the delivery of the Opinion; provided that if any party has breached or defaulted with respect to its obligations under this Agreement on or before such date, such party may not terminate this Agreement pursuant to this Section 9.1.3, and each other party to this Agreement may at its option enforce its rights against such breaching or defaulting party and seek any remedies against such party, in either case as provided hereunder;

9.1.3. by the Purchaser if it is not satisfied in its sole discretion with its due diligence review of Rontan and its Business;

9.1.4. By the Purchaser or Sellers, as the case may be, if any condition to closing as identified in Section 3 above is not satisfied on or prior to the Closing Date; or

9.1.5. By the Purchaser if the Sellers or Rontan enter into an Alternative Transaction.

9.2. Effect of Termination.

9.2.1. If the closing of the Transaction does not occur by reason of (i) the Sellers or Rontan consummating an Alternative Transaction or (ii) the Sellers terminating this Agreement without good reason, the Sellers shall, jointly and severally, on the closing date of the consummation of such Alternative Transaction, pay to the Purchaser in immediately available funds an amount equal to fifteen percent (15%) of the sum of the following (a) the aggregate Purchase Price, plus (b) the amount of Indebtedness of Rontan at the date of closing of the Alternative Transaction or termination, as the case may be, plus (c) the fair market value of the owned real property identified on Disclosure Schedule 5.9 (such sum, the "Break-Up Fee"). In addition to the Break-Up fee, the Sellers shall also pay the Purchaser's actual costs and expenses (including reasonable legal fees) in connection with the negotiation, preparation, execution and delivery of this Agreement, any subsequent amendments hereto and the related instruments and agreements hereto or thereto.

10. MISCELLANEOUS PROVISIONS.

10.1. Amendment and Modification. This Agreement may be amended, modified and supplemented only by written agreement of all the parties hereto with respect to any of the terms contained herein. No course of dealing between or among the parties shall be deemed effective to modify, amend, waive or discharge any part of this Agreement or any rights or obligations of any party under or by reason of this Agreement.

10.2. Waiver of Compliance; Consents. Any failure of any party hereto to comply with any obligation, covenant, agreement or condition herein may be waived in writing by the other parties hereto, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing to be effective.

10.3. Certain Definitions.

"Affiliate" means, with regard to any Person, (a) any Person, directly or indirectly, controlled by, under common control of, or controlling such Person; (b) any Person, directly or indirectly, in which such Person holds, of record or beneficially, five percent (5%) or more of the equity or voting securities; (c) any Person that holds, of record or beneficially, five percent (5%) or more of the equity or voting securities of such Person; (d) any Person that, through Contract, relationship or otherwise, exerts a substantial influence on the management of such Person's affairs; (e) any Person that, through Contract, relationship or otherwise, is influenced substantially in the management of its affairs by such Person; (f) any director, officer, partner or individual holding a similar position in respect of such Person; or (g) as to any natural Person, any Person related by blood, marriage or adoption and any Person owned by such Persons.

"Alternative Transaction" means an agreement entered into by any of the Sellers pursuant to which either the Sellers will (i) sell all or a number of Shares constituting a controlling interest in Rontan or (ii) cause Rontan to sell all or substantially all of the assets or the Business of Rontan, to a third-party other than the Purchaser.

"Brazilian GAAP" means accounting principles generally accepted in Brazil applied consistently, as in existence at the date hereof.

"Cash Amount" shall have the meaning set forth in Section 2.1.1.

"Claims" means any action, suit, claim, lawsuit, demand, suit, inquiry, hearing, investigation, notice of a violation or noncompliance, litigation, proceeding, arbitration, appeals or other dispute, whether civil, criminal, administrative or otherwise.

"Closing Date" shall have the meaning set forth in Section 4.1.

"Contract" means any agreement, contract, commitment, instrument, document, certificate or other binding arrangement or understanding, whether written or oral.

"Debt" or "Indebtedness" with respect to any Person means (a) any obligation of such Person for borrowed money, but in any event shall include: (i) any obligation or liabilities incurred for all or any part of the purchase price of property or other assets or for the cost of property or other assets constructed or of improvements thereto, other than accounts payable included in current liabilities and incurred in respect of property purchased in the ordinary course of business, (whether or not such Person has assumed or become liable for the payment of such obligation) (whether accrued, absolute, contingent, unliquidated or otherwise, known or unknown, whether due or to become due); (ii) the face amount of all letters of credit issued for the account of such Person and all drafts drawn thereunder; (iii) obligations incurred for all or any part of the purchase price of property or other assets or for the cost of property or other assets constructed or of improvements thereto, other than accounts payable included in current liabilities and incurred in respect of property purchased in the ordinary course of business (whether or not such Person has assumed or become liable for the payment of such obligation) secured by Liens; (iv) capitalized lease obligations; and (v) all Guarantees of such Person; (b) accounts payable of such Person that have not been paid within sixty (60) days of their due date and are not being contested; (c) annual employee bonus obligations that are not accrued on the Financial Statements; and (d) retroactive insurance premium obligations.

"Financial Statements" shall have the meaning as set forth in Section 5.5.

"Financial Statement Date" shall have the meaning as set forth in Section 5.5.

"Governmental Authority" means any domestic or foreign government, including any federal, provincial, state, territorial or municipal government, and any government agency, tribunal, commission or other authority exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government and any official of any of the foregoing.

"Guarantee" means any guarantee or other contingent liability (other than any endorsement for collection or deposit in the ordinary course of business), direct or indirect with respect to any obligations of another Person, through a Contract or otherwise, including, without limitation, (a) any endorsement or discount with recourse or undertaking substantially equivalent to or having economic effect similar to a guarantee in respect of any such obligations and (b) any Contract (i) to purchase, or to advance or supply funds for the payment or purchase of, any such obligations, (ii) to purchase, sell or lease property, products, materials or supplies, or transportation or services, in respect of enabling such other Person to pay any such obligation or to assure the owner thereof against loss regardless of the delivery or nondelivery of the property, products, materials or supplies or transportation or services or (iii) to make any loan, advance or capital contribution to or other investment in, or to otherwise provide funds to or for, such other Person in respect of enabling such Person to satisfy an obligation (including any liability for a

dividend, stock liquidation payment or expense) or to assure a minimum equity, working capital or other balance sheet condition in respect of any such obligation.

"Lien" means any (a) security interest, lien, mortgage, pledge, hypothecation, encumbrance, claim, easement, charge, restriction on transfer or otherwise, or interest of another Person of any kind or nature, including any conditional sale or other title retention Contract or lease in the nature thereof; (b) any filing or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute; and (c) any subordination arrangement in favor of another Person.

"Person" means any corporation, partnership, joint venture, limited liability company, organization, entity, Governmental Authority or natural person.

"Real", "Reais" or "R\$" means the currency of Brazil.

"Regulation" means any rule, law, code, statute, regulation, ordinance, requirement, announcement, policy, guideline, rule of common law or other binding action of or by an Authority and any judicial interpretation thereof.

"Shares" shall have the meaning set forth in the Recitals.

"Stock Amount" has the meaning set forth in Section 2.1.2

"Subsidiary" any Person in which Rontan has (a) an Investment; (b) advanced funds or provided financial accommodations to which, in each case, is secured by an Investment in; or (c) has an Option to acquire an Investment in such Person.

"Taxes" mean(s) all and any federal, state and municipal taxes and any other taxes, charges, emoluments (including, but not limited, to taxes resulting from corporate operations, value added taxes, municipal tax on service, registry taxes, real estate taxes, and custom duties), as well as labor charges, and social contributions.

10.4. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) one (1) business day after being delivered by hand, (b) five (5) business days after being mailed first class or certified with postage paid or (c) one (1) business day after being couriered by overnight receipted courier service:

If to the Sellers, to:

Attn: _____

with a copy to:
(which shall not constitute notice to the Sellers)

Attn: _____

or to such other Person or address as the Sellers shall furnish by notice to the Purchaser in writing.

If to the Purchaser, to:

Global Digital Solutions, Inc.
777 South Flagler Dr., Suite 800 West Tower
West Palm Beach, Florida 33401
Attn: Richard J. Sullivan, Chairman

or to such other Person or address as the Purchaser shall furnish by notice to the Sellers in writing.

10.5. Governing Law. The Agreement shall be governed by, and construed in accordance with the laws of the State of Florida, United States.

10.6. Counterparts. This Agreement may be executed in counterparts (including by means of telecopied signature pages), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart signatures need not be on the same page and shall be deemed effective upon receipt. If this Agreement is executed by the Purchaser and one or more Sellers, it shall be deemed to be a valid Contract as between and among such signatories notwithstanding that other Sellers may be named herein. Sellers subsequently executing this Agreement shall become parties hereto as and when their executed signature pages are delivered to the Purchaser.

10.7. Injunctive Relief. The parties hereto agree that in the event of a breach of any provision of this Agreement or a failure by a party to perform in accordance with the specific terms herein, the aggrieved party or parties may be damaged irreparably and without an adequate remedy at law. The parties therefore agree that in the event of a breach of any provision of this Agreement, the aggrieved party or parties may elect to institute and prosecute proceedings in any court of competent jurisdiction to enforce specific performance or to enjoin the continuing breach of such provision without the requirement of a posting of a bond, as well as to obtain damages for breach of this Agreement. By seeking or obtaining any such relief, the aggrieved party shall not be precluded from seeking or obtaining any other relief to which it may be entitled.

10.8. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Regulations, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held to be prohibited by, illegal or unenforceable under applicable law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

10.9. Expenses. The Purchaser shall bear its own expenses, including without limitation, legal fees and expenses, with respect to this Agreement and the transactions contemplated hereby. The Sellers shall each bear their own respective expenses and the expenses of Rontan, including without limitation, costs and expenses of the Opinion brokerage or investment banking, accounting and legal fees and expenses, with respect to this Agreement and the transactions contemplated hereby. If any legal action or other proceeding relating to this Agreement, the agreements contemplated hereby, the transactions contemplated hereby or thereby or the enforcement of any provision of this Agreement or the agreements contemplated hereby is brought against any party, the prevailing party in such action or proceeding shall

be entitled to recover all reasonable expenses relating thereto (including attorney's fees and expenses) from the party against which such action or proceeding is brought in addition to any other relief to which such prevailing party may be entitled.

10.10. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties and their permitted successors and assigns and nothing herein express or implied shall be construed to give any person, other than the parties or such permitted successors and assigns, any legal or equitable rights hereunder.

10.11. Disclosure Schedules. No exceptions to any representations or warranties disclosed on one schedule shall constitute an exception to any other representation or warranties made in this Agreement unless the substance of such exception is disclosed as provided herein on each such applicable schedule or a specific cross reference to a disclosure on another schedule is made. All schedules and exhibits attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

10.12. No Strict Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

* * *

IN WITNESS WHEREOF, the parties hereto have made and entered into this Agreement the date and instantions set forth:

GLOBAL DIGITAL SOLUTIONS, INC.

Dated: October 9, 2015

By: 
Richard I. Salinas, Chairman and CEO

GRUPO RONTAN ELETRO METALURGICA

Dated: October 2015

By: 
Juan Alberto Bolívar, Chairman and President

THE SELLERS

Dated: October 2015

Juan Alberto Bolívar

Dated: October 13, 2015

Juan Carlos Bolívar

Agreed and acknowledged this 9th day of October, 2015

GENERAL AMERICAN CAPITAL PARTNERS, LLC


By: 
Joseph Belmonte, Jr., Managing Partner

Exhibit V

F0700000301

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

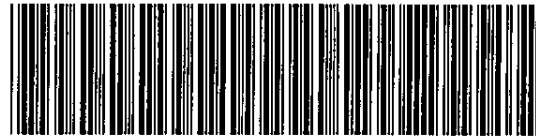
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800084688548

01/17/07--01027--016 **87.50

FILED

2007 JAN 18 PM 5:10

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

[Handwritten signature]
1/18

COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: RONAN NORTH AMERICA INC.
(Name of corporation - must include suffix)

Dear Sir or Madam:

The enclosed "Application by Foreign Corporation for Authorization to Transact Business in Florida," "Certificate of Existence," and check are submitted to register the above referenced foreign corporation to transact business in Florida.

Please return all correspondence concerning this matter to the following:

EROS P. VLADOVICH

(Name of Person)

RONAN NORTH AMERICA INC.

(Firm/Company)

1079 SOUTH POINTE ALEXIS DRIVE

(Address)

TARPON SPRINGS, FLORIDA 34689

(City/State and Zip code)

For further information concerning this matter, please call:

EROS VLADOVICH

(Name of Person)

at (727) 656-3310

(Area Code & Daytime Telephone Number)

STREET/COURIER ADDRESS:

New Filing Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Enclosed is a check for the following amount:

☐ \$70.00 Filing Fee

☐ \$78.75 Filing Fee &
Certificate of Status

☐ \$78.75 Filing Fee &
Certified Copy

☒ \$87.50 Filing Fee,
Certificate of Status &
Certified Copy

**APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT
BUSINESS IN FLORIDA**

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO
REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

1. RONAN NORTH AMERICA INC.
(Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION,"
"Inc.," "Co.," "Corp.," "Inc.," "Co.," or "Corp.")

(If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

2. DELAWARE 3. 20-5637729
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. 9-27-06 5. PERPETUAL
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. - NONE -
(Date first transacted business in Florida, if prior to registration)
(SEE SECTIONS 607.1501 & 607.1502, F.S., to determine penalty liability)

7. 1079 SOUTH POINTE ALEXIS DRIVE - TARPON SPRINGS, FL 34689
(Principal office address)

same
(Current mailing address)

8. SALE AND SERVICE OF EMERGENCY VEHICLE WARNING EQUIPMENT
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

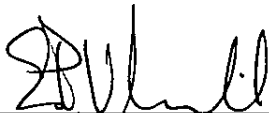
Name: EROS VLADOVICH

Office Address: 1079 S. POINTE ALEXIS DR.

TARPON SPRINGS, Florida 34689
(City) (Zip code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.



(Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

FILED
2007 JAN 18 PM 5:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

12. Names and business addresses of officers and/or directors:

A. DIRECTORS

Chairman: EROS P. VLADOVICH

Address: 1079 S. POINTE ALEXIS DR.
TARPON SPRINGS, FL 34689

Vice Chairman: MARCOS KOSCHAR

Address: RODOVIA SP-127 KM 114.5 RONTAN ELETRO MET
TATUI - SAO PAULO CEP 18277-670 - BRAZIL

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS

President: _____

Address: _____

Vice President: _____

Address: _____

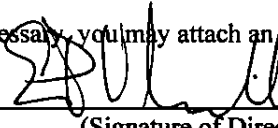
Secretary: _____

Address: _____

Treasurer: _____

Address: _____

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. 
(Signature of Director or Officer listed in number 12 of the application)

14. EROS P VLADOVICH - CHAIRMAN
(Typed or printed name and capacity of person signing application)

PAGE 1

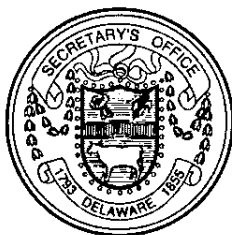
Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "RONTAN NORTH AMERICA INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2006.

4226153 8300

061199747



Harriet Smith Windsor
AUTHENTICATION: 5316932
Harriet Smith Windsor, Secretary of State

DATE: 12-29-06

061199747

2008 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F07000000301

FILED
Apr 30, 2008
Secretary of State

Entity Name: RONTAN NORTH AMERICA INC.

Current Principal Place of Business:

1079 SOUTH POINTE ALEXIS DRIVE
TARPON SPRINGS, FL 34689

New Principal Place of Business:

712-B ANCLOTE ROAD
TARPON SPRINGS, FL 34689

Current Mailing Address:

1079 SOUTH POINTE ALEXIS DRIVE
TARPON SPRINGS, FL 34689

New Mailing Address:

712-B ANCLOTE ROAD
TARPON SPRINGS, FL 34689

FEI Number: 20-5637729

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired (X)

Name and Address of Current Registered Agent:

VLADOVICH, EROS
1079 SOUTH POINTE ALEXIS DRIVE
TARPON SPRINGS, FL 34689 US

Name and Address of New Registered Agent:

VLADOVICH, EROS
712-B ANCLOTE ROAD
TARPON SPRINGS, FL 34689 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: EROS VLADOVICH

04/30/2008

Electronic Signature of Registered Agent

Date

Election Campaign Financing Trust Fund Contribution ().

OFFICERS AND DIRECTORS:

Title: CHRM () Delete
Name: VLADOVICH, EROS P
Address: 1079 SOUTH POINTE ALEXIS DRIVE
City-St-Zip: TARPON SPRINGS, FL 34689

Title: VCHR () Delete
Name: KOSCHAR, MARCOS
Address: RODOVIA SP-127 KM 114.5 RONTAN ELETRO MET
City-St-Zip: TATUI-SAO PAULO CEP 18277-67, BRAZI

Title: () Delete
Name:
Address:
City-St-Zip:

Title: () Delete
Name:
Address:
City-St-Zip:

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: PRES (X) Change () Addition
Name: VLADOVICH, EROS P
Address: 1079 SOUTH POINTE ALEXIS DRIVE
City-St-Zip: TARPON SPRINGS, FL 34689 PI

Title: VCHR (X) Change () Addition
Name: KOSCHAR, MARCOS
Address: RODOVIA SP-127 KM 114.5 RONTAN ELETRO MET
City-St-Zip: TATUI-SAO PAULO CEP 18277-67, FL BRAZI

Title: CHRM () Change (X) Addition
Name: ALEXANDRE, GONCALVES
Address: RODOVIA SP-127 KM 114.5 RONTAN ELETRO MET
City-St-Zip: TATUI-SAO PAULO CEP 18277-67, FL BRAZIL

Title: OWNE () Change (X) Addition
Name: RONTAN ELETRO METAL,
Address: RODOVIA SP-127 KM 114.5 RONTAN ELETRO MET
City-St-Zip: TATUI-SAO PAULO CEP 18277-67, FL BRAZIL

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: MARCOS KOSCHAR

VCHR

04/30/2008

Electronic Signature of Signing Officer or Director

Date

2009 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F07000000301

FILED
Jul 24, 2009
Secretary of State

Entity Name: RONTAN NORTH AMERICA INC.

Current Principal Place of Business:

712-B ANCLOTE ROAD
TARPON SPRINGS, FL 34689

New Principal Place of Business:

Current Mailing Address:

712-B ANCLOTE ROAD
TARPON SPRINGS, FL 34689

New Mailing Address:

FEI Number: 20-5637729 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired (X)

Name and Address of Current Registered Agent:

VLADOVICH, EROS
712-B ANCLOTE ROAD
TARPON SPRINGS, FL 34689 US

Name and Address of New Registered Agent:

FORIN, EDSON L COO
7224 NW 56 STREET
MIAMI, FL 33166 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: EDSON L. FORIN

07/24/2009

Electronic Signature of Registered Agent

Date

Election Campaign Financing Trust Fund Contribution ().

OFFICERS AND DIRECTORS:

Title: PRES () Delete
Name: VLADOVICH, EROS P
Address: 1079 SOUTH POINTE ALEXIS DRIVE
City-St-Zip: TARPON SPRINGS, FL 34689 PI

Title: VCHR () Delete
Name: KOSCHAR, MARCOS
Address: RODOVIA SP-127 KM 114.5 RONTAN ELETRO MET
City-St-Zip: TATUI-SAO PAULO CEP 18277-67, FL BRAZI

Title: CHRM () Delete
Name: ALEXANDRE, GONCALVES
Address: RODOVIA SP-127 KM 114.5 RONTAN ELETRO MET
City-St-Zip: TATUI-SAO PAULO CEP 18277-67, FL BRAZIL

Title: OWNE () Delete
Name: RONTAN ELETRO METAL
Address: RODOVIA SP-127 KM 114.5 RONTAN ELETRO MET
City-St-Zip: TATUI-SAO PAULO CEP 18277-67, FL BRAZIL

Title: () Delete
Name:
Address:
City-St-Zip:

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: COO (X) Change () Addition
Name: FORIN, EDSON L
Address: 7224 NW 56 STREET
City-St-Zip: MIAMI, FL 33166 DA

Title: VCHR (X) Change () Addition
Name: PIO, NELSON
Address: RODOVIA SP-127 KM 114.5 RONTAN ELETRO MET
City-St-Zip: TATUI-SAO PAULO CEP 18277-67, FL BRAZI

Title: CEO (X) Change () Addition
Name: ALEXANDRE, GONCALVES
Address: RODOVIA SP-127 KM 114.5 RONTAN ELETRO MET
City-St-Zip: TATUI-SAO PAULO CEP 18277-67, FL BRAZIL

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: MGR () Change (X) Addition
Name: VLADOVICH, EROS P
Address: 712-B ANCLOTE ROAD
City-St-Zip: TARPON SPRINGS, FL 34689

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: EDSON L FORIN

COO

07/24/2009

Electronic Signature of Signing Officer or Director

Date

2010 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F07000000301

FILED
Jan 25, 2010
Secretary of State

Entity Name: RONTAN NORTH AMERICA INC.

Current Principal Place of Business:

712-B ANCLOTE ROAD
TARPON SPRINGS, FL 34689

New Principal Place of Business:

7859 NW 46TH ST
UNIT 5-B
MIAMI, FL 33166

Current Mailing Address:

712-B ANCLOTE ROAD
TARPON SPRINGS, FL 34689

New Mailing Address:

7859 NW 46TH ST
UNIT 5-B
MIAMI, FL 33166

FEI Number: 20-5637729

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired (X)

Name and Address of Current Registered Agent:

FORIN, EDSON L COO
7224 NW 56 STREET
MIAMI, FL 33166 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Election Campaign Financing Trust Fund Contribution ().

OFFICERS AND DIRECTORS:

Title: COO
Name: FORIN, EDSON L
Address: 7224 NW 56 STREET
City-St-Zip: MIAMI, FL 33166 US

Title: OWNR
Name: RONTAN ELETRO METALURGICA LTDA
Address: RODOVIA SP-127 KM 114.5
City-St-Zip: TATUI, SP 18278-725 BR

Title: HCHR
Name: PIO, NELSON A
Address: RODOVIA SP-127 KM 114.5
City-St-Zip: TATUI, SP 18278-725 BR

Title: CHR
Name: GONCALVES, ALEXANDRE
Address: RODOVIA SP-127 KM 114.5
City-St-Zip: TATUI, SP 18278-725 BR

Title: TRSR
Name: BOLZAN, DANIELA
Address: RODOVIA SP-127 KM 114.5
City-St-Zip: TATUI, SP 18278-725 BR

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: EDSON L. FORIN

COO

01/25/2010

Electronic Signature of Signing Officer or Director

Date

2011 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F07000000301

FILED
Feb 14, 2011
Secretary of State

Entity Name: RONTAN NORTH AMERICA INC.

Current Principal Place of Business:

7859 NW 46TH ST
UNIT 5-B
MIAMI, FL 33166

New Principal Place of Business:

Current Mailing Address:

7859 NW 46TH ST
UNIT 5-B
MIAMI, FL 33166

New Mailing Address:

FEI Number: 20-5637729

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

FORIN, EDSON L COO
7224 NW 56 STREET
MIAMI, FL 33166 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: COO
Name: FORIN, EDSON L
Address: 7224 NW 56 STREET
City-St-Zip: MIAMI, FL 33166 US

Title: OWNR
Name: RONTAN ELETRO METALURGICA LTDA
Address: RODOVIA SP-127 KM 114.5
City-St-Zip: TATUI, SP 18278 BR

Title: VCHR
Name: PIO, NELSON A
Address: RODOVIA SP-127 KM 114.5
City-St-Zip: TATUI, SP 18278 BR

Title: CHR
Name: GONCALVES, ALEXANDRE
Address: RODOVIA SP-127 KM 114.5
City-St-Zip: TATUI, SP 18278 BR

Title: TRSR
Name: COSTA, DANIELA
Address: RODOVIA SP-127 KM 114.5
City-St-Zip: TATUI, SP 18278 BR

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: EDSON L FORIN

COO

02/14/2011

Electronic Signature of Signing Officer or Director

Date

2012 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F07000000301

FILED
Feb 07, 2012
Secretary of State

Entity Name: RONTAN NORTH AMERICA INC.

Current Principal Place of Business:

7859 NW 46TH ST
UNIT 5-B
MIAMI, FL 33166

New Principal Place of Business:

7859 NW 46TH ST
UNIT 5-B
DORAL, FL 33166

Current Mailing Address:

7859 NW 46TH ST
UNIT 5-B
MIAMI, FL 33166

New Mailing Address:

7859 NW 46TH ST
UNIT 5-B
DORAL, FL 33166

FEI Number: 20-5637729

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

FORIN, EDSON L COO
7224 NW 56 STREET
MIAMI, FL 33166 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: COO
Name: FORIN, EDSON L
Address: 7224 NW 56 STREET
City-St-Zip: MIAMI, FL 33166 US

Title: OOWNR
Name: RONTAN ELETRO METALURGICA LTDA
Address: RODOVIA SP-127 KM 114.5
City-St-Zip: TATUI, SP 18278 BR

Title: VCHR
Name: PIO, NELSON A
Address: RODOVIA SP-127 KM 114.5
City-St-Zip: TATUI, SP 18278 BR

Title: CHR
Name: GONCALVES, ALEXANDRE
Address: RODOVIA SP-127 KM 114.5
City-St-Zip: TATUI, SP 18278 BR

Title: TRSR
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Address: RODOVIA SP-127 KM 114.5
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SIGNATURE: EDSON L. FORIN

COO

02/07/2012

Electronic Signature of Signing Officer or Director

Date

2012 FOR PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# F07000000301

FILED
Nov 16, 2012
Secretary of State

Entity Name: RONTAN NORTH AMERICA INC.

Current Principal Place of Business:

7859 NW 46TH ST
UNIT 5-B
DORAL, FL 33166

New Principal Place of Business:

Current Mailing Address:

7859 NW 46TH ST
UNIT 5-B
DORAL, FL 33166

New Mailing Address:

FEI Number: 20-5637729

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

FORIN, EDSON L COO
7224 NW 56 STREET
MIAMI, FL 33166 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: COO
Name: FORIN, EDSON L
Address: 7224 NW 56 STREET
City-St-Zip: MIAMI, FL 33166 US

Title: OOWNR
Name: RONTAN ELETRO METAL RGICA LTDA
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City-St-Zip: TATUI, SP 18278 BR

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Title: CHR
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City-St-Zip: TATUI, SP 18278 BR

Title: TRSR
Name: COSTA, DANIELA
Address: RODOVIA SP-127 KM 114.5
City-St-Zip: TATUI, SP 18278 BR

Title: CFOS
Name: DA ROCHA, SUELI F
Address: 7859 NW 46 STREET
City-St-Zip: DORAL, FL 33166

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SIGNATURE: NELSON A. PIO

VCHR

11/16/2012

Electronic Signature of Signing Officer or Director

Date

2013 FOREIGN PROFIT CORPORATION ANNUAL REPORT

FILED

DOCUMENT# F07000000301

Entity Name: RONTAN NORTH AMERICA INC.

Apr 18, 2013
Secretary of State
CC3129019621

Current Principal Place of Business:

7859 NW 46TH ST
UNIT 5-B
DORAL, FL 33166

Current Mailing Address:

7859 NW 46TH ST
UNIT 5-B
DORAL, FL 33166

FEI Number: 20-5637729

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

DA ROCHA, SUELI
7859 NW 46TH ST
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DORAL, FL 33166 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title COO
Name FORIN, EDSON L
Address 7224 NW 56 STREET
City-State-Zip: MIAMI FL 33166

Title VCHR
Name PIO, NELSON A
Address RODOVIA SP-127 KM 114.5
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Title TRSR
Name COSTA, DANIELA
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City-State-Zip: TATUI SP 18278

Title OWNR
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City-State-Zip: TATUI SP 18278

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Name GONCALVES, ALEXANDRE
Address RODOVIA SP-127 KM 114.5
City-State-Zip: TATUI SP 18278

Title CFOS
Name DA ROCHA, SUELI F
Address 7859 NW 46 STREET
UNIT 5-B
City-State-Zip: DORAL FL 33166

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SIGNATURE: SUELI DA ROCHA

CFOS

04/18/2013

Electronic Signature of Signing Officer/Director Detail

Date

2014 FOREIGN PROFIT CORPORATION ANNUAL REPORT

FILED

DOCUMENT# F07000000301

Feb 19, 2014

Secretary of State

CC6194019601

Entity Name: RONTAN NORTH AMERICA INC.

Current Principal Place of Business:

7859 NW 46TH ST
UNIT 5-B
DORAL, FL 33166

Current Mailing Address:

7859 NW 46TH ST
UNIT 5-B
DORAL, FL 33166

FEI Number: 20-5637729

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

DA ROCHA, SUELI
7859 NW 46TH ST
UNIT 5-B
DORAL, FL 33166 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title: OWNR
Name: RONTAN ELETRO METALÃRGICA LTDA
Address: RODOVIA SP-127 KM 114.5
City-State-Zip: TATUI SP 18278

Title: CHR
Name: GONCALVES, ALEXANDRE
Address: RODOVIA SP-127 KM 114.5
City-State-Zip: TATUI SP 18278

Title: CFOS
Name: DA ROCHA, SUELI
Address: 7859 NW 46 STREET
UNIT 5-B
City-State-Zip: DORAL FL 33166

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Name: PIO, NELSON A
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City-State-Zip: TATUI SP 18278

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City-State-Zip: TATUI SP 18278

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SIGNATURE: SUELI DA ROCHA

CFOS

02/19/2014

Electronic Signature of Signing Officer/Director Detail

Date

2015 FOREIGN PROFIT CORPORATION ANNUAL REPORT

FILED

DOCUMENT# F07000000301

Entity Name: RONTAN NORTH AMERICA INC.

Apr 16, 2015
Secretary of State
CC7111143579

Current Principal Place of Business:

7859 NW 46TH ST
UNIT 5-B
DORAL, FL 33166

Current Mailing Address:

7859 NW 46TH ST
UNIT 5-B
DORAL, FL 33166

FEI Number: 20-5637729

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

DA ROCHA, SUELI
7859 NW 46TH ST
UNIT 5-B
DORAL, FL 33166 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title OWNR
Name RONTAN ELETRO METALURGICA
LTDA
Address RODOVIA SP-127 KM 114.5
City-State-Zip: TATUI SP 18278

Title CHR
Name GONCALVES, ALEXANDRE
Address RODOVIA SP-127 KM 114.5
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UNIT 5-B
City-State-Zip: DORAL FL 33166

Title VCHR
Name PIO, NELSON A
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City-State-Zip: TATUI SP 18278

Title TRSR
Name COSTA, DANIELA
Address RODOVIA SP-127 KM 114.5
City-State-Zip: TATUI SP 18278

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SIGNATURE: SUELI DA ROCHA`

CFOS

04/16/2015

Electronic Signature of Signing Officer/Director Detail

Date

2016 FOREIGN PROFIT CORPORATION ANNUAL REPORT

FILED

DOCUMENT# F07000000301

Entity Name: RONTAN NORTH AMERICA INC.

Apr 19, 2016
Secretary of State
CC7484834888

Current Principal Place of Business:

7859 NW 46TH ST
UNIT 5-B
DORAL, FL 33166

Current Mailing Address:

7859 NW 46TH ST
UNIT 5-B
DORAL, FL 33166

FEI Number: 20-5637729

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

DA ROCHA, SUELI
7859 NW 46TH ST
UNIT 5-B
DORAL, FL 33166 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title: OWNR
Name: RONTAN ELETRO METALURGICA LTDA
Address: RODOVIA SP-127 KM 114.5
City-State-Zip: TATUI SP 18278

Title: VCHR
Name: PIO, NELSON A
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Address: RODOVIA SP-127 KM 114.5
City-State-Zip: TATUI SP 18278

Title: TRSR
Name: COSTA, DANIELA
Address: RODOVIA SP-127 KM 114.5
City-State-Zip: TATUI SP 18278

Title: CFOS
Name: DA ROCHA, SUELI
Address: 7859 NW 46 STREET
UNIT 5-B
City-State-Zip: DORAL FL 33166

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SIGNATURE: SUELI DA ROCHA

CFOS

04/19/2016

Electronic Signature of Signing Officer/Director Detail

Date

2016 FOREIGN PROFIT CORPORATION AMENDED ANNUAL REPORT

FILED

DOCUMENT# F07000000301

Entity Name: RONTAN NORTH AMERICA INC.

Sep 19, 2016
Secretary of State
CC9078056335

Current Principal Place of Business:

7859 NW 46TH ST
UNIT 5-B
DORAL, FL 33166

Current Mailing Address:

7859 NW 46TH ST
UNIT 5-B
DORAL, FL 33166

FEI Number: 20-5637729

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

DA ROCHA, SUELI
7859 NW 46TH ST
UNIT 5-B
DORAL, FL 33166 US

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SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title OWNR
Name RONTAN ELETRO METALURGICA
 LTDA
Address RODOVIA SP-127 KM 114.5
City-State-Zip: TATUI SP 18278

Title CHR
Name GONCALVES, ALEXANDRE
Address RODOVIA SP-127 KM 114.5
City-State-Zip: TATUI SP 18278

Title VCHR
Name PIO, NELSON A
Address RODOVIA SP-127 KM 114.5
City-State-Zip: TATUI SP 18278

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Name COSTA, DANIELA
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City-State-Zip: TATUI SP 18278

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SIGNATURE: SUELI DA ROCHA

CFO

09/19/2016

Electronic Signature of Signing Officer/Director Detail

Date

Exhibit W

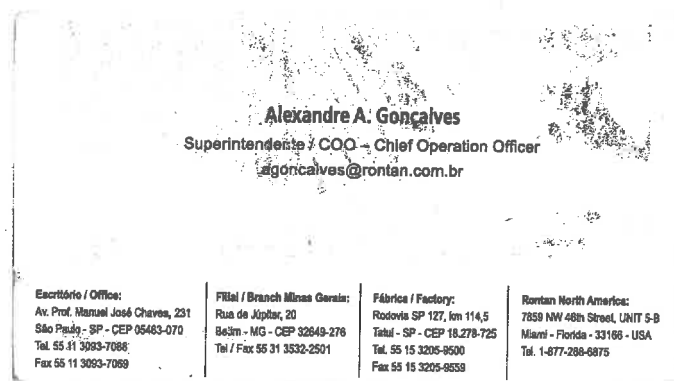


Exhibit X

Nelson A. Pio

Diretor Executivo / Executive Director

npio@rontan.com.br

Escritório / Office:

Av. Prof. Manuel José Chaves, 231
São Paulo - SP - CEP 05463-070
Tel. 55 11 3093-7088
Fax 55 11 3093-7069

Filial / Branch Minas Gerais:

Rua de Júpiter, 20
Betim - MG - CEP 32649-276
Tel / Fax 55 31 3532-2501

Fábrica / Factory:

Rodovia SP 127, km 114,5
Tatuí - SP - CEP 18.278-725
Tel. 55 15 3205-9500
Fax 55 15 3205-9559

Rontan North America:

7859 NW 46th Street, UNIT 5-B
Miami - Florida - 33166 - USA
Tel. 1-877-288-6875

Exhibit Y



José Carlos Bolzan

Vice-Presidente / Vice President

jcbolzan@rontan.com.br

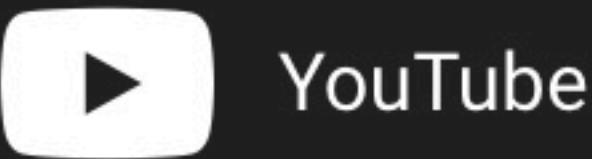
Escritório / Office:
Av. Prof. Manuel José Chaves, 231
São Paulo - SP - CEP 05463-070
Tel. 55 11 3093-7088
Fax 55 11 3093-7089

Filial / Branch Minas Gerais:
Rua de Júpiter, 20
Betim - MG - CEP 32649-276
Tel / Fax 55 31 3532-2501

Fábrica / Factory:
Rodovia SP 127, km 114,5
Tatui - SP - CEP 18.278-725
Tel. 55 15 3205-9600
Fax 55 15 3205-9559

Rontan North America:
7859 NW 46th Street, UNIT 5-B
Miami - Florida - 33166 - USA
Tel. 1-877-288-6875

Exhibit Z



Rontan - Police Fleet Expo (West)

PursuitElectronics 1,538 views

3 0



Published on Jun 5, 2010
Rontan participated at the "Police Fleet Expo (West)" in Long Beach, CA with the presence of the vice president of Rontan's Group Mr. José Carlos Bolzan, the CEO from Rontan North America Mr. Nelson Pio, the Commercial Executive Mr. Edival Oliveira and a especial team designed to this important event.

Was on KTLA (channel 5) that was showed live in Los Angeles

Category Autos & Vehicles

Exhibit AA



NEWSLETTER SIGN UP



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POLICETRAINING.NET TRAINING CALENDAR

Rontan Emergency Lights and Sirens

Written by Matthew Ayers [1 Comments](#)



Right away, you need to know three things about [Rontan](#). First, founded in 1970, Rontan is celebrating 40 years in the emergency vehicle warning business. Second, Rontan runs the world's busiest emergency vehicle upfit business, averaging 1,200 vehicles per month. Rontan is the number one emergency equipment upfitter, dealer and manufacturer in this hemisphere, with more than 1,500 employees in just its signaling and upfitting division.

Third, Rontan is focused on expanding its presence in the North American market. To that end, Rontan North America has unveiled an extensive line of innovative new products for 2010.

By now you have read about Rontan North America's products in advertising or seen them in person at the one of the Police Fleet Expos. Rontan's line of LED lights and supporting products clearly look modern and offer a ton of



NEWSLETTER SIGN UP



In most police vehicle applications, the brunt of the warning duties falls to a traditional roof-mounted lightbar. Lightbars offer a variety of features, are simple to install, are highly visible and are durable. The industry-wide transition to LED technology has revolutionized the way lightbars are designed and manufactured, allowing engineers to increase performance while reducing the profile and weight of the lightbar.

Like most emergency equipment companies, Rontan manufactures a variety of lightbars. However, its newest lightbar offering, the SaberLux-S®, is its bet for U.S. and Canadian police fleet customers.

The SaberLux-S is a low-profile, linear style bar, available in a variety of lengths including the 45-inch and 54-inch versions needed for most common police vehicles. The SaberLux-S uses modern styling and design to achieve an aerodynamic shape, helping to increase fuel economy and reduce wind noise versus older lightbar styles. Clear or colored top covers are available, while the lower “tubs” or domes containing the warning lights are clear.

This is an ideal arrangement because LEDs project warning colors better through clear lenses, while the colored top covers provide for a traditional look. Domes and covers are molded from UV-resistant polycarbonate and sealed against the elements. They are mounted to a sturdy extruded aluminum base which forms the frame of the lightbar.

If all of this sounds familiar, that’s because a number of manufacturers use a similar design for lightbars—simply because it works. Where the SaberLux-S lightbar changes things up is in its LED modules. Current generation, high intensity LEDs are arrayed in a variety of module styles, including focal, prism or reflective optics, and stacked or side-by-side dual color arrangements. LEDs are available in the standard warning colors of red, blue, white, amber and green.

Due to the variety of lightbar lengths, the number of light modules per bar varies depending on the lighthouse style chosen. Modules in the three optic styles are offered with three, four, six, eight, nine, or 12 1-watt LEDs per module. Rontan has focused on providing powerful 360-degree visibility from the new SaberLux-S lightbar. Each module is intelligently placed, and a minimum of three LED lighthouses is visible at all viewing angles.

Police vehicles need effective scene lighting, and the SaberLux-S has standard alley and takedown lights. These are available in focal or wide LED versions, or traditional halogen lamps in a not-so-traditional external mount, the Rontan MagFoot-S®. The MagFoot-S halogen takedown and alley lights are located outside the SaberLux-S, on the lightbar’s mounting feet. These lights resemble a flashlight in look and construction, and this design really makes sense.

Bulbs are simple to replace (no need to open up the top of the bar), the lights cool better, and the heat from the 35- or 55-watt bulbs is kept away from the LED modules. All of the takedown or alley light choices also have flashing modes for warning use, with six available patterns to choose from.



NEWSLETTER SIGN UP



As a shift commander, I find cruise lights are great for announcing my presence at calls, establishing a command post or rally point, marking Landing Zones, minor nighttime traffic warning, letting neighborhoods and businesses know I'm around, scene lighting, and location marking for medical calls. In short, they are a great tool and very bystander-friendly.

Rontan recognizes there are many ways a lightbar can be used to communicate with motorists; therefore, it offers 34 lighting patterns and four standard pre-configured modes, all of which can be customized as needed. For example, Mode / Position 1 – Alternates corner lighthoods only; Mode / Position 2 – Most lighthoods activated in flashing mode, flashing takedowns and alleys inactive; Mode / Position 3 – All lighthoods active in flashing mode, including flashing takedowns and alleys; Mode / Position 4 – User Defined.

Rontan has done its homework, and these modes are remarkably similar to the warning system configuration modes recommended in the Jan-Feb 2009 issue of Police Fleet Manager Magazine. The above modes provide vehicle operators with intuitive, effective options for warning, enforcement and pursuit use.

Additionally, a "California" steady burn mode is offered, along with four optional flash pattern auxiliary inputs. Another interesting feature of the SaberLux-S lightbar is its two emergency SOS modes, which are used to communicate distress signals. These helpful distress modes can be tied into a radio system's emergency button, vehicle crash sensor or K-9 heat alarm alert.

If this sounds like a lot of stuff to program, fear not. Rontan has made it easy for you with its exclusive S-series 100 percent digital technology, which uses a two-wire control system and serial connectivity; all programming is through firmware, not hardware. While the lightbar comes pre-programmed and ready to install, fleet managers will appreciate the ability to customize, download, upload and clone flash patterns with Rontan's DTI40® data transfer interface unit.

If you need to integrate existing controls, Rontan's ICM 40® controller is compatible with any switching system, serving to translate analog switch inputs to the digital SaberLux-S lightbar. Optionally, any of Rontan's own intelligent S-Siren units can be used in place of the ICM 40. The remainder of the installation consists of simply mounting the bar to the roof using vehicle-specific brackets and routing the power and ground wires.

Intelligent Sirens

Siren systems come in two basic types—systems that control lights, and systems that don't. Rontan's siren product line has grown tremendously this year and now includes the IS3000® series, IS1100® series and the RT100-SD®, all of which are capable of controlling Rontan's S-Series products, including the SaberLux-S lightbar, and competitors' products as well. The most impressive of these sirens, the IS3000 Intelligent Siren, is a fully digital, remote-style unit.

With the upcoming police vehicle platform changes from the major automobile manufacturers, aftermarket



NEWSLETTER SIGN UP



The ICS3000's compact amplifier/lighting relay center has an aluminum housing, industry-standard connectors, and externally located fuses for easy troubleshooting and maintenance. The remote head has a liquid-resistant, soft-touch keypad and connects to the amplifier unit using a standard CAT5 cable, not a proprietary cable. The soft-touch keypad features variable backlighting and two user-selectable alert tones to indicate activity.

The ICS3000 remote head provides 21 buttons and a four-position slide switch, all user-configurable. Buttons can be set to control directional sticks, including competitors' units, as well as to function as on/off, momentary or timed switches. Low-current and/or high-current inputs and outputs are available, allowing for full control of your warning system.

The siren itself functions as a 50/100/200-watt unit and has remote radio and public address functions. Multiple programmable tones are standard, including airhorn and manual tones. In short, the ICS3000 offers every function and feature you could need and is directly comparable to the best offerings of any manufacturer. What sets it apart is Rontan's advanced digital technology which allows the end-user to completely customize the unit's functions using a USB interface and provided software. All Rontan S-Series products connect to the system with 2-Wire Technology.

Rontan's IS1100 Intelligent Siren offers many of the IS3000's features, in a more compact 100-watt remote-head system. While the IS1100 does not have a slide switch, it still provides 21 user-configurable buttons. Radio rebroadcast, public address system, six siren tones, airhorn, hands-free mode, digital volume control and keypad backlighting are all standard. Four low-current outputs are available to switch relays as needed. And if you don't need a remote-head siren system, Rontan offers the RT100-SD siren, which is functionally similar to the IS1100, but in a one-piece design.

Unique Supplemental Warning

One of the more interesting new product lines from Rontan is its new micro-LED Quasar Lights®. This family of lightheads uses outside-the-box design to create a unique family of compact lights ideal for supplemental and perimeter warning duties. The Quasar series consists of six different models, each available in the five standard warning colors.

These are very compact lightheads; however, each packs the punch of three or six 3-watt Luxeon® Rebel LEDs. These little marvels have resin-sealed polycarbonate bodies so they are shock and vibration proof as well as completely watertight. Quasar Lights can actually operate completely submerged without issue, making them ideal for watercraft use and tough use on ATVs.

The smallest versions, the QuasarDot® and QuasarDot® Plus, are a bit more than one inch square by one half-inch thick. The QuasarDot includes a small L-bracket, while the Plus version includes a surface-mount bezel in chrome or black. These lights really are tiny, with the lowest profile of any surface-mount LED warning light for



NEWSLETTER SIGN UP



provided very good intersection warning at 45 degrees.

Other Quasar variants include the QuasarLine® and QuasarLine-D®, the first being a linear arrangement of three LEDs, and the second a dual-stacked style of three over three. Finally, Rontan offers the QuasarDelta®, a triangular arrangement of three LEDs, and the QuasarDelta-D®, which is two side-by-side triangular arrangements, six LEDs total. All of these are available with chrome or black surface-mount bezels and offer multiple flash patterns. The QuasarLine-D and QuasarDelta-D modules are available in dual colors. All Quasar Lights provide for multi-unit synchronization with Rontan's Q-BUS Technology.

In addition to its Quasar Lights, Rontan offers the DigiLight-S®. This supplemental LED lighthead is particularly suited to directional warning duties such as push bumper, grille and deck light uses. The DigiLight-S is hermetically sealed, self-contained, and measures approximately 3.75 inches by 5.5 inches. The DigiLight-S uses the same S-Series digital technology as Rontan's lightbars, allowing for simple system integration.

This light is offered in all the standard warning colors and is available with a clear or colored lens. For interior dash light use, Rontan offers a DC plug version with a built-in switch. Whichever version you choose, rest assured that the DigiLight will provide years of maintenance-free service and low amp draw.

Total Warning Solutions



These new products are just the beginning of Rontan's 2010 product line. The company offers a complete line of LED lighting including six other lightbar styles, such as the unique boomerang-shaped WingLux-S®, and a complete line of interior lightbars, the VisorLight-S® series, available for all sedans and SUVs commonly in police service. For rear interior use, the DeckLight-S® fills the gap for sedans with full warning and directional stick lighting.

The Visor/DeckLight-S units share the same LEDs and S-Series features of the SaberLux-S lightbar. Both also use aluminum frames and housing which include built-in mounting points for cameras and radar antennas—a neat feature that should make upfitters happy, as interior lightbars often limit camera and radar mounting locations.

If you need a stick-style light for interior or exterior mounting, Rontan offers its SquadLight-S® series in 5-, 9-, 13-, 17- 25- and 33-inch models. These lights have one-piece extruded aluminum frames and are sealed against dirt and moisture. All five standard warning colors are available, and the lights use S-Series digital connectivity. SquadLight-S units can perform both warning and directional duties with multiple flash patterns. Put these lights in the grille, on the deck, on the roof or wherever you need. DC plug versions are cataloged as well.

And there's more: siren speakers, other surface and bracket-mount LED lights, micro lightbars, interior lights, switch packs, etc. Rontan products provide for your total warning needs and meet or exceed SAE and California Title 13 specs. All LED products are warranted for five full years.



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In the near future, all manufacturing of products for this market will transition to the Miami facility. It appears Rontan is poised for continued success as it expands its presence to North American. Check Rontan out—you can expect to be surprised at what you find.

Matthew Ayers is the owner of Command & Control Installations in Sevierville, Tenn., and is currently a lieutenant with the Sevierville Police Department. He can be reached at C2installs@charter.net.

Photos courtesy of Rontan.



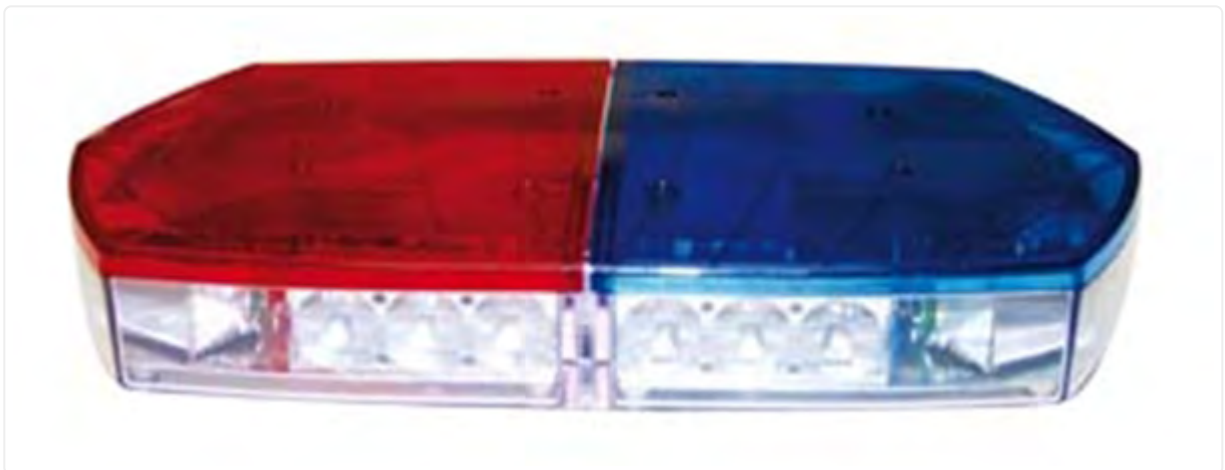
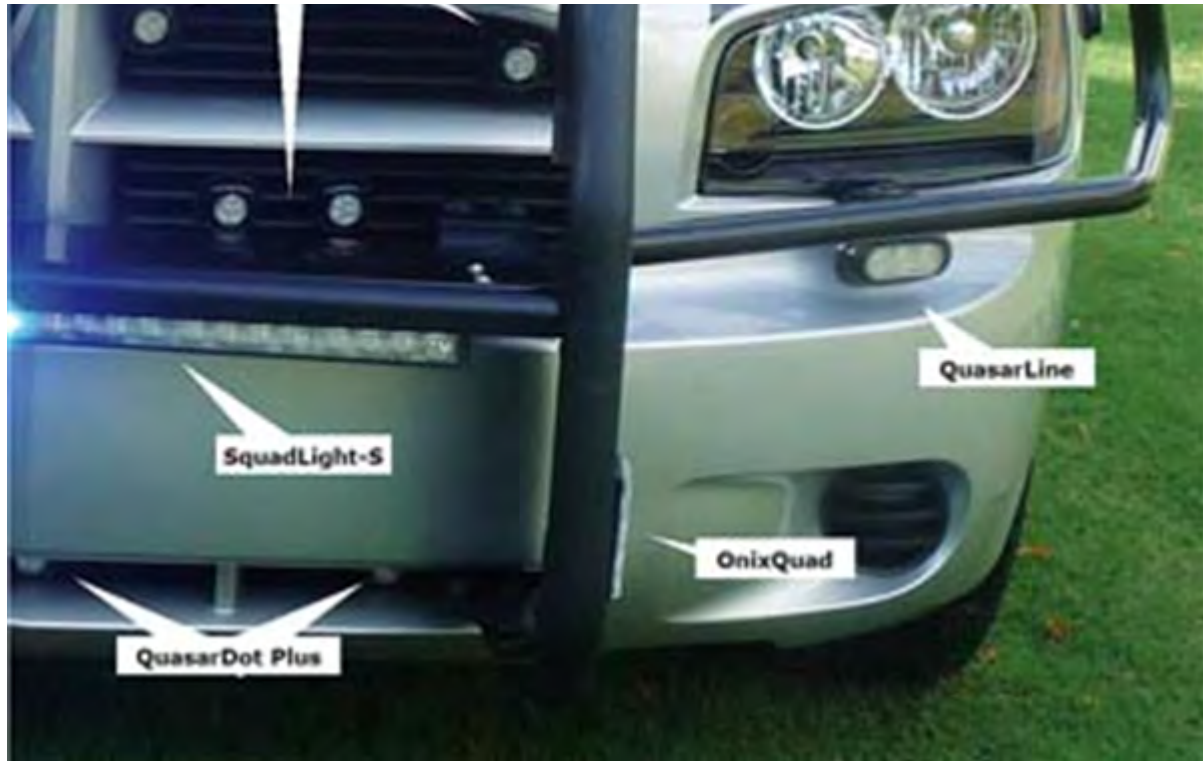


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Rating : 9.6

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Posted on : Dec 16 at 3:23 AM By Jeff

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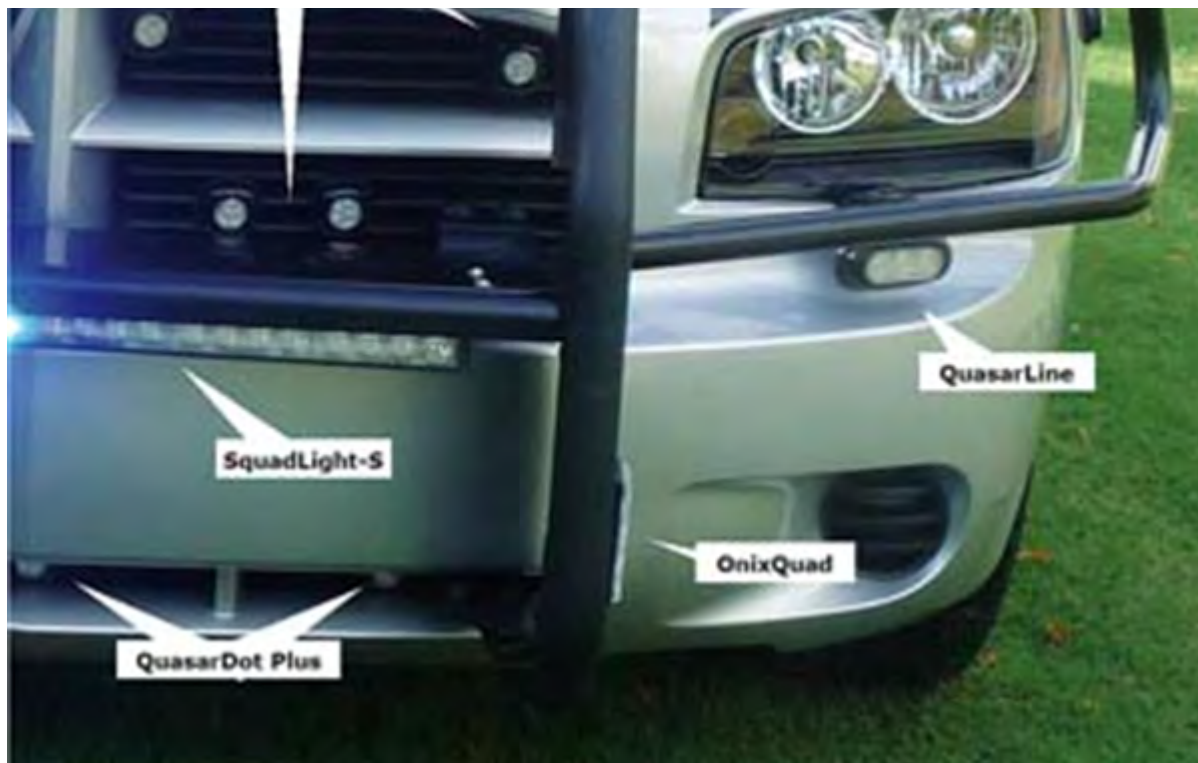


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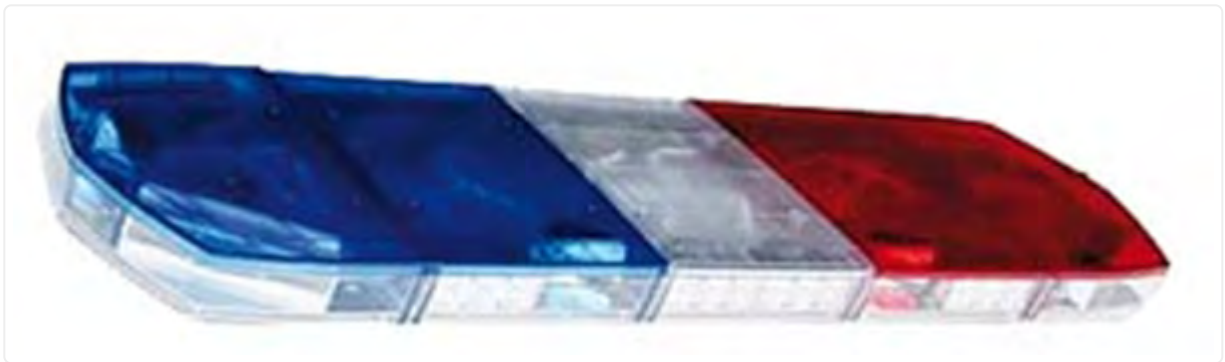


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