

# AVINCI MEDIA CORP

## FORM 8-K

(Current report filing)

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

**FORM 8-K**

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF  
THE SECURITIES EXCHANGE ACT OF 1934

Date of report (date of earliest event reported): January 6, 2010

**a VINCI MEDIA CORPORATION**

(Exact name of registrant as specified in its charter)

<u>Delaware</u> (State or other jurisdiction of incorporation)	<u>000-17288</u> (Commission File Number) 11781 South Lone Peak Parkway, Suite 270	<u>75-2193593</u> (IRS Employer Identification No.)
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Draper, UT 84020  
(Address of principal executive offices) (Zip Code)

801-495-5700  
(Registrant's telephone number, including area code)

Not applicable  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

Pursuant to a Purchase Agreement, dated January 4, 2010, a Vinci Media Corporation (the “Company”) issued two Secured Promissory Notes (the “Note”) to two investors: John E. Tyson (“Tyson”) in the amount of \$100,000, and Amerivon Investments LLC (“Amerivon”) in the amount of \$250,000, both affiliates of the Company (collectively, the “Financing”). The Notes accrue interest at 8% and have a maturity date of December 31, 2011.

At the option of the investors, each may convert all or any portion of his/its outstanding principal balance and/or accrued but unpaid interest on the Note (in any amount) at any time into that number of the Company’s Series A convertible preferred stock or the most senior class of convertible preferred shares outstanding at the time of the conversion (the “Preferred Stock”), that at such time would be convertible into the number of shares of Common Stock equal to the quotient of the amount of principal and/or accrued interest on the Note being converted divided by \$0.06 (“Conversion Price”).

As part of the Financing, the Company also issued warrants (the “Warrants”) to purchase 2,916,550 shares of the Company’s Common Stock; 833,300 shares to Tyson and 2,083,250 shares to Amerivon at an exercise price of \$0.75 per share with an expiration date of January 5, 2015.

The Notes, the Warrants and the underlying shares (“Warrant Shares”), and the Shares will be non-transferable in the absence of an effective registration statement under the Securities Act, or an available exemption, and all securities will be imprinted with a restrictive legend. The Purchasers have demand registration rights and piggyback registration rights.

The Purchase Agreement contains customary affirmative and negative covenants and events of default. Borrowings under the Notes are secured by all of the Company’s assets. Proceeds from the Notes will be used for working capital purposes.

The description of each of the Purchase Agreement, the Notes and the Warrant set forth herein does not purport to be complete and is qualified in its entirety by reference to the full text thereof, a copy of which is attached to this Current Report on Form 8-K.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated by reference in response to this Item 2.03.

**Item 3.02 Unregistered Sales of Equity Securities.**

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated by reference in response to this Item 3.02. The Purchasers are accredited investors as such term is defined in Rule 501 of the Securities Act of 1933, as amended (“Securities Act”). The securities were issued in a private placement under Section 4(2) and/or Rule 506 of Regulation D under the Securities Act. The offering was not conducted in connection with a public offering, and no public solicitation or advertisement was made or relied upon by the investor in connection with the offering.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

10.1 Purchase Agreement

10.2 Form of Note

10.3 Form of Warrant

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**SIGNATURE**

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

aVINCI MEDIA CORPORATION:  
(Registrant)

Date: January 8, 2010

By: /s/ Chett B. Paulsen

CHETT B. PAULSEN

*Chief Executive Officer/President*

## PURCHASE AGREEMENT

This Purchase Agreement (this “**Agreement**”) is dated as of January 4, 2010, by and among aVinci Media Corporation, a Delaware corporation (the “**Company**”), Amerivon Investments LLC, a Nevada limited liability company (“**Amerivon**”), and John E. Tyson, a Nevada resident (“**Tyson**”). Amerivon and Tyson are sometimes referred to herein individually as a “Purchaser” and collectively as the “Purchasers.”

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to Section 4(2) of the Securities Act (as defined below) and Rule 506 promulgated thereunder, the Company desires to issue (1) the Amerivon Note, (2) the Tyson Note, (3) the Amerivon Warrant, and (4) the Tyson Warrant, and Amerivon and Tyson desire to purchase from the Company the Amerivon Note and the Amerivon Warrant, and the Tyson Note and the Tyson Warrant, respectively, as more fully described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms Used in this Agreement.** In addition to the terms defined above, the following terms used in this Agreement shall be construed to have the meanings set forth or referenced below.

“**Amerivon Note**” means that certain Secured Convertible Promissory Note of even date herewith, in the form attached hereto as Exhibit A, made by the Company to Amerivon in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

“**Amerivon Purchase Price**” means Two Hundred Fifty Thousand Dollars (\$250,000).

“**Amerivon Securities**” means the Amerivon Note and the Amerivon Warrant.

“**Amerivon Warrant**” means that certain Warrant to Purchase Common Stock of even date herewith, in the form attached hereto as Exhibit B, issued by the Company to Amerivon to purchase up to two million eighty-three thousand two hundred fifty (2,083,250) shares of Common Stock at the Exercise Price.

“**Common Stock**” means the Company’s common stock, \$0.01 par value.

“**Exercise Price**” means an exercise price of Seven and One-Half Cents (\$0.075) per share of Common Stock.

“**Indemnified Party**” has the meaning assigned in Section 5.5.

“**Indemnifying Party**” has the meaning assigned in Section 5.5.

“**Notes**” means the Amerivon Note and the Tyson Note.

“**Preferred Stock**” has the same meaning as assigned in Section 7(a) of the Notes.

“**Registration Rights Agreement**” means that certain Registration Rights Agreement of even date herewith, in the form attached hereto as Exhibit C, by and among the Company, Amerivon, and Tyson.

“**Securities**” means the Notes and the Warrants.

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“**Security Agreement**” means that certain Security Agreement of even date herewith, in the form attached hereto as Exhibit D, by and among Amerivon, Tyson, the Company, and the Subsidiary.

“**Subsidiary**” means aVinci Media, LC, a Utah limited liability company.

“**Transaction Agreements**” means this Agreement, the Amerivon Note, the Tyson Note, the Amerivon Warrant, the Tyson Warrant, the Security Agreement, the Registration Rights Agreement, and all other documents or agreements executed in connection with the transactions contemplated hereunder.

“ **Tyson Note** ” means that certain Secured Convertible Promissory Note of even date herewith, in the form attached hereto as Exhibit E, made by the Company to Tyson in the amount of One Hundred Thousand Dollars (\$100,000).

“ **Tyson Purchase Price** ” means One Hundred Thousand Dollars (\$100,000).

“ **Tyson Securities** ” means the Tyson Note and the Tyson Warrant.

“ **Tyson Warrant** ” means that certain warrant of even date herewith, in the form attached hereto as Exhibit F, issued by the Company to Tyson to purchase up to eight hundred thirty-three thousand three hundred (833,300) shares of Common Stock at the Exercise Price.

“ **Warrants** ” means the Amerivon Warrant and the Tyson Warrant.

## 2. Purchase and Sale of the Securities .

2.1 The Amerivon Securities . Subject to the terms and conditions of this Agreement, and subject to compliance with all applicable federal and state securities laws, the Company hereby sells and issues the Amerivon Securities to Amerivon and Amerivon hereby purchases from the Company the Amerivon Securities for the Amerivon Purchase Price.

2.2 The Tyson Securities . Subject to the terms and conditions of this Agreement, and subject to compliance with all applicable federal and state securities laws, the Company hereby sells and issues the Tyson Securities to Tyson and Tyson hereby purchases from the Company the Tyson Securities for the Tyson Purchase Price.

3. Representations and Warranties of the Company . The Company hereby represents and warrants to Amerivon and Tyson that the following representations are true and complete as of the date hereof:

3.1 The Securities have been duly authorized and validly issued by the appropriate corporate action of the Company and are free and clear of all liens, encumbrances, equities, or claims.

3.2 When issued, the shares of Preferred Stock to be issued on conversion of the Notes, and the shares of Common Stock to be issued on conversion of the shares of Preferred Stock or on exercise of the Warrants will be duly authorized, validly issued, fully paid (on receipt of full payment pursuant to the terms of the Warrants), and non-assessable, free and clear of all liens, encumbrances, equities, or claims. The Company has duly and validly reserved sufficient shares of Preferred Stock for issuance on conversion of the Notes, and has duly and validly reserved sufficient shares of Common Stock for issuance on conversion of the Preferred Stock and on exercise of the Warrants.

3.3 The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, with the corporate power to own its properties and carry on its businesses as they are now being conducted. The Company is qualified to conduct business in every state in which it is required to be qualified to conduct business. The Company’s organizational number issued by the Delaware Secretary of State is 2142972. The Subsidiary is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Utah, with the power to own its properties and carry on its businesses as they are now being conducted. The Subsidiary is qualified to conduct business in every state in which it is required to be qualified to conduct business. The Company’s organizational number issued by the Utah Secretary of State is 5292102.

3.4 The Company and the Subsidiary have full power and authority to execute and deliver the Transaction Agreements to which they are a party, and to consummate the transactions contemplated hereby and thereby. The execution, delivery, and performance by the Company and the Subsidiary of the Transaction Agreements to which they are a party have been duly authorized by all necessary action on behalf of the Company and the Subsidiary. The Transaction Agreements to which they are a party have been duly executed and delivered by the Company and the Subsidiary, and (assuming the due authorization, execution, and delivery by the other parties hereto and thereto) the Transaction Agreements to which they are a party constitute the legal, valid, and binding obligations of the Company and the Subsidiary, enforceable against the Company and the Subsidiary in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors’ rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith, and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.5 Neither of the execution and delivery of the Transaction Agreements by the Company or the Subsidiary nor the compliance by the Company or the Subsidiary with any of the provisions hereof or thereof will (i) conflict with, or result in the breach of, any provision of the certificate of incorporation or by-laws of the Company or the articles of organization or the operating agreement of the Subsidiary, (ii) conflict with, violate, result in the breach of, or constitute a default under any note, bond, mortgage, indenture, license, agreement, or other obligation to which the Company or the Subsidiary is a party or by which the Company, the Subsidiary, or their respective properties or assets are bound, or (iii) violate any statute, rule, regulation, order, or decree of any governmental body or authority by which the Company or the Subsidiary is bound, except, in the case of clauses (ii) and (iii), for such violations, breaches, or defaults as would not, individually or in the aggregate, have a material adverse effect on the business, properties, results of operations, prospects, or conditions (financial or otherwise) of the Company and the Subsidiary, taken as a whole.



3.6 No consent, waiver, approval, order, permit, or authorization of, or declaration or filing with, or notification to, any person or governmental body is required on the part of the Company or the Subsidiary in connection with the execution, delivery, and performance of the Transaction Agreements to which they are a party, other than notice filings under the Securities Act and applicable state securities laws.

3.7 The Company has made available to the Purchasers all the information reasonably available to the Company that the Purchasers have requested for deciding whether to acquire the Securities.

3.8 The Company has timely made all filings with the Securities and Exchange Commission that it is required to make under the Securities Exchange Act of 1934. Each such filing, as of its date, was accurate and complete, did not contain any untrue statement of a material fact, and did not omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading. The total of all such filings made by the Company contains all relevant and material information about the Company, does not contain any untrue statement of a material fact, and does not omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

3.9 The Company's authorized capital stock consists of two hundred fifty million (250,000,000) shares of Common Stock, of which fifty-one million four hundred sixty-two thousand two hundred twenty-seven (51,462,227) shares are issued and outstanding, and fifty million (50,000,000) shares of preferred stock, of which one million five hundred thousand (1,500,000) have been designated as the Series A Preferred Stock and one million two hundred two thousand six hundred twenty-seven (1,202,627) are issued and outstanding. All of the issued and outstanding shares have been duly authorized and validly issued, and are fully paid and nonassessable. The Company has issued options, warrants, and convertible securities (including the outstanding preferred stock) exercisable to purchase or convertible into fourteen million seven hundred thirty-seven thousand two hundred eighty-two (14,737,282) shares of Common Stock, and there are no other outstanding options, employee options, warrants, convertible securities, agreements, contracts, calls, or commitments of any character that would require the Company to issue any shares. The authorized capital of the Subsidiary consists of one hundred ten million (110,000,000) units, of which one hundred thousand (100,000) units are issued and outstanding, all of which are owned beneficially and of record by the Company. There are no outstanding options, employee options, warrants, convertible securities, agreements, contracts, calls, or commitments of any character that would require the Company to issue any equity securities.

4. Representations and Warranties of the Purchasers. For the purposes of this Section 4, the term "Securities" when used with Amerivon shall mean the Amerivon Securities and when used with Tyson shall mean the Tyson Securities. Each Purchaser hereby represents and warrants to the Company, as to such Purchaser alone and not as to the other Purchaser, that the following representations are true and complete as of the date hereof:

4.1 Each Purchaser is an "accredited investor" as such term is defined in Rule 501 of Regulation D ("**Regulation D**") promulgated under the Securities Act, and that the Purchaser is able to bear the economic risk of an investment in the Securities.

4.2 Each Purchaser has knowledge and experience in business and financial matters and prior investment experience, including investment in securities that are non-listed, unregistered, and/or not traded on a national securities exchange.

4.3 Each Purchaser has been furnished with information regarding the Company, the terms and conditions of the Securities, and any additional information that the Purchaser has requested or desired to know, and has been afforded the opportunity to ask questions of and receive answers from duly authorized officers or other representatives of the Company concerning the Company.

4.4 In making the decision to invest in the Securities, each Purchaser has relied solely upon the information provided by the Company, including but not limited to filings made by the Company with the Securities and Exchange Commission. To the extent necessary, each Purchaser has retained and relied upon appropriate professional advice regarding the investment, tax, and legal merits and consequences of this Agreement and the purchase of the Securities hereunder.

4.5 Each Purchaser was contacted regarding the sale of the Securities by the Company (or an authorized agent or representative thereof) with whom the Purchaser had a prior substantial pre-existing relationship, and no Securities were offered or sold to such Purchaser by means of any form of general solicitation or general advertising, and in connection therewith, the Purchaser did not (i) receive or review any advertisement, article, notice, or other communication published in a newspaper, magazine, or similar media or broadcast over television or radio, whether closed circuit or generally available; or (ii) attend any seminar, meeting, or industry investor conference whose attendees were invited by any general solicitation or general advertising.

4.6 Each Purchaser, either by reason of the Purchaser's business or financial experience, has the capacity to protect the Purchaser's own interests in connection with the transaction contemplated hereby.

4.7 Each Purchaser hereby acknowledges that the Securities have not been reviewed by the U.S. Securities and Exchange Commission or any state regulatory authority since the Securities are intended to be exempt from the registration requirements of Section 5 of the Securities Act pursuant to Regulation D promulgated thereunder. The Purchaser understands that the Securities have not been registered under the Securities Act or under any state securities or "blue sky" laws and agrees not to sell, pledge, assign, or otherwise transfer or dispose of the Securities unless they are registered under the Securities Act and under any applicable state securities or "blue sky" laws or unless an exemption from such registration is available.

4.8 Each Purchaser understands that the Securities have not been registered under the Securities Act by reason of a

claimed exemption under the provisions of the Securities Act that depends, in part, upon the Purchaser's investment intention. In this connection, the Purchaser is purchasing the Securities for the Purchaser's own account for investment and not with a view toward the resale or distribution to others in violation of the Securities Act or applicable state securities laws. The Purchaser, if an entity, was not formed for the specific purpose of purchasing the Securities.

4.9 Each Purchaser understands that there is no public market for the Securities and that no market may develop for any of such Securities. Each Purchaser understands that even if a public market develops for such Securities, Rule 144 promulgated under the Securities Act requires for non-affiliates, among other conditions, a six (6)-month holding period prior to the resale (in limited amounts) of securities acquired in a non-public offering without having to satisfy the registration requirements under the Securities Act.

**4.10** Each Purchaser consents to the placement of a restrictive transfer legend on any certificate or other document evidencing the Securities that such Securities have not been registered under the Securities Act or any state securities or "blue sky" laws. The Purchaser is aware that the Company will make a notation in its appropriate records with respect to the restrictions on the transferability of such Securities.

4.11 The address furnished by each Purchaser in Section 10.4 is the Purchaser's principal residence if Purchaser is an individual or its principal business address if it is a corporation or other entity.

4.12 Each Purchaser has full power and authority to execute and deliver this Agreement and to purchase the Securities. This Agreement constitutes the legal, valid, and binding obligation of each Purchaser, enforceable against the Purchaser in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith, and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

4.13 If the Purchaser is a corporation, partnership, limited liability company, trust, employee benefit plan, individual retirement account, or other tax-exempt entity, it is authorized and qualified to invest in the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

4.14 Each Purchaser acknowledges and agrees that the Company makes no other representations or warranties with respect to the Securities or the Company other than as set forth in the Transaction Agreements.

## 5. Indemnification .

5.1 Survival of Representations and Warranties . Notwithstanding any right of Amerivon or Tyson to fully investigate the Company's operations, assets, and financial condition, and notwithstanding any knowledge of facts determined or determinable by Amerivon or Tyson pursuant to such investigation or right of investigation, Amerivon and Tyson have the right to rely fully upon the representations, warranties, covenants, and agreements of Company contained in this Agreement and any other Transaction Agreements, or any document or instrument delivered in connection with this Agreement and any other Transaction Agreement or the transactions contemplated herein or therein. All such representations and warranties shall survive the execution and delivery of this Agreement.

5.2 Indemnification by the Company . The Company shall indemnify, save, defend, and hold Amerivon and Tyson and their respective managers, officers, members, employees, agents, successors, and assigns as amended, harmless from and against any and all damages, liabilities, losses, claims, diminution in value, obligations, liens, assessments, judgments, taxes, fines, penalties, interest, and costs and expenses (including court costs, accountants' fees, and attorneys' fees), as the same are incurred, of any kind or nature whatsoever (whether or not arising out of third party claims and including all amounts paid in investigation, defense, or settlement of the foregoing and indirect and consequential damages) arising out of or in connection with (i) any breach of or inaccuracy, or any breach or inaccuracy alleged by a third party, in any representation or warranty made by the Company in this Agreement, the Transaction Agreements, or any agreement, document, or instrument executed and delivered in connection herewith or therewith (which representations and warranties, for purposes of determining whether a breach has occurred under this Section 5.2, shall be construed without giving effect to any qualification or exception contained therein for materiality, material adverse effect, or any words or phrases to similar effect), or (ii) any breach of covenant or agreement made or to be performed by the Company or the Subsidiary under this Agreement or any of the Transaction Agreements.

5.3 Indemnification by Amerivon . Amerivon shall indemnify, save, defend, and hold the Company harmless from and against any and all damages, liabilities, losses, claims, obligations, liens, assessments, judgments, taxes, fines, penalties, interest, and costs and expenses (including court costs, accountants' fees, and attorneys' fees), as the same are incurred, of any kind or nature whatsoever (whether or not arising out of third party claims and including all amounts paid in investigation, defense, or settlement of the foregoing) arising out of or in connection with any breach of any representation or warranty made by Amerivon in Section 4 .

5.4 Indemnification by Tyson . Tyson shall indemnify, save, defend, and hold the Company harmless from and against any and all damages, liabilities, losses, claims, obligations, liens, assessments, judgments, taxes, fines, penalties, interest, and costs and expenses (including court costs, accountants' fees, and attorneys' fees), as the same are incurred, of any kind or nature whatsoever (whether or not arising out of third party claims and including all amounts paid in investigation, defense, or settlement of the foregoing) arising out of or in connection with any breach of any representation or warranty made by Tyson in Section 4 .

5.5 Notice . Within a reasonable time after the receipt by the party claiming the right to indemnification pursuant to this Section 5 (the "Indemnified Party ") of any notice of a claim or the commencement of any action, suit, or proceeding, the Indemnified Party shall give the other party (the "Indemnifying Party ") written notice of such claim or the commencement of such action, suit, or proceeding. The written notice shall include the nature, amount, and cause of any claim for indemnification in reasonable detail. The failure to give such notice shall not affect the Indemnified Party's right to seek indemnification from the Indemnifying Party, except to the extent that the Indemnifying Party can demonstrate actual prejudice as a result of such failure.

5.6 Claim Not Involving a Third Party . Upon receipt of a notice of a claim from an Indemnified Party not involving a third party, the Indemnifying Party shall promptly pay the amount of the claim to the Indemnified Party.

5.7 Claim Involving a Third Party . Upon receipt of a notice of a claim or the commencement of any action, suit, or proceeding involving a third party, the Indemnifying Party shall promptly reimburse the Indemnified Party for the losses and defense costs suffered or incurred by the Indemnified Party, whether by judgment, order, award, settlement, compromise, or otherwise, including but not limited to all expenses. Amerivon and Tyson shall have the exclusive election to settle, compromise, or defend by its or his own counsel any claim at its or his expense if it or he is the Indemnifying Party or at the Company's expense if it or he is an Indemnified Party; provided that Amerivon and Tyson may not settle or compromise any claim without the Company's prior written consent, which consent may not be unreasonably withheld or delayed; provided further that Amerivon and Tyson may settle or compromise any claim without the Company's prior written consent if the Company is the Indemnifying Party and it fails or refuses to provide or pay for a defense, or if the Company is the Indemnified Party and the settlement or compromise does not require the Company to pay any amount. The Indemnified Party may elect to be represented by its own legal counsel at its own expense. Each party shall use its best efforts to assist the other party in the defense of the claim and shall make available all information and assistance that the defending party may reasonably request in connection with such defense.

6. Conditions to the Purchasers' Obligations . The obligations of each Purchaser to purchase Securities (as applicable to each Purchaser) are subject to the fulfillment of each of the following conditions, unless otherwise waived:



6.1 Representations and Warranties. The representations and warranties of the Company contained in Section 3 shall be true and correct in all respects.

6.2 Performance. The Company shall have performed and complied with all covenants, agreements, obligations, and conditions contained in this Agreement that are required to be performed or complied with by the Company on or before the closing.

6.3 Transaction Agreements. The Company shall have delivered to the Purchasers (i) Transaction Agreements duly executed by the Company and the Subsidiary, (ii) the certificate or certificates evidencing ownership of all outstanding equity interests in the Subsidiary, and (iii) three (3) undated assignments for the equity interests in the Subsidiary duly executed by the Company.

6.4 Good Standing Certificate. The Company shall deliver to the Purchasers a Good Standing Certificate issued by the Delaware Secretary of State as to the legal existence and good standing of the Company, and a certificate issued by the Utah Secretary of State as to the legal existence and good standing of the Subsidiary.

6.5 Secretary's Certificates. The Company shall deliver a certificate, dated as of the closing, executed by the Secretary of the Company certifying (i) true and correct copies of resolutions or consent actions taken by the Board of Directors of the Company authorizing the execution and delivery of the Transaction Agreements, and (ii) the names of the officers of the Company authorized to sign the Transaction Agreements executed by the Company, together with the true signatures of such officers. The Subsidiary shall deliver a certificate, dated as of the closing, executed by the Secretary of the Subsidiary certifying (a) true and correct copies of resolutions or consent actions taken by the managers of the Subsidiary authorizing the execution and delivery of the Transaction Agreements, and (b) the names of the officers of the Subsidiary authorized to sign the Transaction Agreements executed by the Subsidiary, together with the true signatures of such officers.

7. Conditions of the Company's Obligations. The obligations of the Company to sell the Securities to the Purchasers are subject to the fulfillment of each of the following conditions, unless otherwise waived:

7.1 Representations and Warranties. The representations and warranties of each Purchaser contained in Section 4 shall be true and correct in all respects.

7.2 Performance. Each Purchaser shall have performed and complied with all covenants, agreements, obligations, and conditions contained in this Agreement that are required to be performed or complied with by such Purchaser on or before the closing.

7.3 Consideration. Subject to Section 9 below, Amerivon shall have delivered the Amerivon Purchase Price to the Company and Tyson shall have delivered the Tyson Purchase Price to the Company, each payable by wire transfer.

7.4 Transaction Agreements. The Transaction Agreements shall have been executed and delivered to the Company by the Purchasers.

## 8. Purchasers' Rights.

8.1 Reports. The Company shall provide the Purchasers with monthly cash reports on or before the tenth (10th) day of each month, each such report to be certified by the Company's Principal Financial and Accounting Officer to be true and correct to the best of such officer's knowledge.

8.2 Budget. The Company shall obtain the written approval of the holders of a majority of the then outstanding principal amount of the Notes prior to (i) adopting an annual budget for the Company and the Subsidiary, (ii) adopting any changes to such annual budget, or (iii) exceeding the amount of any line item of such annual budget by more than Ten Thousand Dollars (\$10,000) or exceeding the total amount of such annual budget by more than Fifty Thousand Dollars (\$50,000).

9. Expenses. The Company and the Purchasers will each bear their own legal and other expenses with respect to the transactions contemplated by this Agreement.

## 10. Miscellaneous.

10.1 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

10.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

10.3 Counterparts. This Agreement may be executed and delivered by facsimile signature or e-mail of a scanned signature page, and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.4 Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or sent by overnight courier or by certified mail, return receipt requested. Notices delivered personally or sent by overnight courier shall be effective on the date received, while notices sent by certified mail, return receipt requested, shall be deemed to have been received and to be effective three (3) business days after deposit into the mails. Notices shall be given to the parties at the following respective addresses, or to such other addresses as any party shall designate in writing:

If to Amerivon: Mr. John E. Tyson  
Chief Executive Officer  
Amerivon Investments LLC  
4520 East Thousand Oaks Boulevard  
Suite 100  
Westlake Village, California 91362-7209

With a courtesy copy to: Charles E. McKee, Esq.  
Nevers, Palazzo, Maddux & Packard, plc  
31248 Oak Crest Drive.  
Suite 100  
Westlake Village, California 91361-5671

If to Tyson: Mr. John E. Tyson  
P. O. Box 306  
Crystal Bay, Nevada 89402-0306

If to the Company: Mr. Chett B. Paulsen  
Chief Executive Officer  
aVinci Media Corp.  
11781 South Lone Peak Parkway  
Suite 270  
Draper, Utah 84020-6884

With a courtesy copy to: Peter DiChiara, Esq.  
Sichenzia Ross Friedman Ference LLP  
61 Broadway  
32nd Floor  
New York, New York 10006-2834

10.5 No Finder's Fees. Each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. Each Purchaser agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which each Purchaser or any of its officers, employees, or representatives is responsible. The Company agrees to indemnify and hold harmless each Purchaser from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

10.6 Attorneys' Fees. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of any of the Transaction Agreements, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

10.7 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

10.8 Entire Agreement. This Agreement (including the Exhibits hereto) and the other Transaction Agreements constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

[signatures on the next page]



IN WITNESS WHEREOF, the parties have executed this Purchase Agreement as of the date first written above.

COMPANY

aVinci Media Corporation

By: \_\_\_\_\_  
Chett B. Paulsen  
Chief Executive Officer

By: \_\_\_\_\_  
Edward B. Paulsen  
Secretary

PURCHASERS

Amerivon Investments LLC

By: \_\_\_\_\_  
John E. Tyson  
Chief Executive Officer

By: \_\_\_\_\_  
John E. Tyson

**Exhibit 10.2**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR REGISTERED OR QUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS IN RELIANCE UPON EXEMPTIONS THEREFROM. THE HOLDER MAY NOT OFFER, SELL, TRANSFER, ASSIGN, PLEDGE, HYPOTHECATE, OR OTHERWISE DISPOSE OF OR ENCUMBER THIS NOTE EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION AND/OR QUALIFICATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS.

January 4, 2010  
Draper, Utah

**aVINCI MEDIA CORPORATION  
SECURED CONVERTIBLE PROMISSORY NOTE**

aVinci Media Corporation, a Delaware corporation (the "Issuer"), for value received, hereby promises to pay to \_\_\_\_\_ (the "Payee") at \_\_\_\_\_, or at such other address as the Payee may designate in writing, the principal sum of \_\_\_\_\_ in lawful money of the United States, together with interest thereon from the date hereof at the interest rate hereinafter set forth until payment in full of the outstanding principal balance.

1. **MATURITY.** Unless converted into Preferred Stock (as defined in Section 7(a)) by the Payee pursuant to its conversion rights set forth in Section 7(a), the Issuer shall repay all of the outstanding principal balance and all accrued and unpaid interest on the earliest of (i) December 31, 2011, (ii) the sale of all of the then outstanding shares of the Issuer's common stock (the "Common Stock"), (iii) the sale of all of the then outstanding equity securities of the Issuer's subsidiary, aVinci Media, LC, a Utah limited liability company (the "Subsidiary"), (iv) the sale of all or substantially all of the assets of the Issuer or the Subsidiary, (v) the merger of the Issuer with or into another entity where immediately after such merger the Issuer's former shareholders own less than fifty percent (50%) of the outstanding voting securities of the surviving entity (or the surviving entity's parent entity if there is one), or (vi) the occurrence of a Default, as provided in Section 8.

2. **INTEREST.**

(a) **Interest Rate.** The outstanding principal balance of this Note shall bear interest at the annual rate of eight percent (8.0%). Interest shall accrue on the actual number of days elapsed based upon a three hundred sixty-five (365)-day year. Interest shall compound quarterly. Interest shall be due and payable on the maturity of this Note.

(b) **Additional Interest.** As additional interest, whenever the Issuer makes a distribution to the holders of the outstanding Preferred Stock, the Issuer shall pay the Payee the amount that the Payee would receive if the principal and accrued interest of this Note had been converted into Preferred Stock pursuant to Section 7(a) immediately prior to the record date for such distribution.

(c) **Late Charge.** If the Payee has not received any payment of principal or interest required pursuant to the terms of this Note within five (5) days after the date when such payment was due and payable, then the Issuer shall pay the Payee a late charge equal to three percent (3%) of the past due payment amount. Such late charge is for the purpose of defraying the expenses incident to handling such delinquent payment, and represents a reasonable estimate by the Payee and the Issuer of a fair compensation for the losses sustained by the Payee due to the Issuer's failure to make timely payment.

(d) Default Interest Rate. If the Issuer is in Default (as defined in Section 8) then the interest rate set forth in Section 2 (a) shall be increased by five percent (5%) per annum for such time as the Issuer is in Default.

(e) Usury Savings Clause. Notwithstanding anything else to the contrary, the interest rate provided for herein shall not exceed the maximum rate of interest allowed under applicable usury law. Any payment paid in excess of this maximum rate of interest shall be deemed to be a prepayment of principal, notwithstanding the advance notice provisions set forth in Section 3. All payments received hereunder shall be applied first to expenses payable to the Payee pursuant to the terms hereof, next to accrued interest, and then to the outstanding principal balance hereof.

3. PREPAYMENT. At its option, the Issuer may prepay all or any portion of the outstanding principal balance of this Note at any time or from time to time without penalty or premium by giving the Payee not less than thirty (30) days advance written notice and paying one hundred percent (100%) of the principal amount being prepaid plus all accrued and unpaid interest thereon. All principal amounts prepaid shall cease to bear interest on the date of payment. The Payee may not convert (as set forth in Section 7) any principal or accrued interest that is prepaid after the date of payment.

4. TRANSFER. The Payee may not offer, sell, transfer, assign, pledge, hypothecate, or otherwise dispose of or encumber this Note without the prior written consent of the Issuer, which consent the Issuer may not unreasonably withhold. The Payee may transfer this Note to an affiliate of the Payee without the Issuer's consent if the Payee complies with all federal and applicable state securities laws.

5. SECURITY. This Note is secured pursuant to that certain Security Agreement, of even date herewith (the "Security Agreement") by and among the Payee, John E. Tyson, a Nevada resident ("Tyson"), the Issuer, and the Subsidiary.

6. SENIORITY. This Note shall be considered as "Senior Debt" and shall be senior or prior in right of payment of principal and interest to all present and future debt of the Issuer, except for that certain Secured Convertible Promissory Note (the "Tyson Note") of even date herewith by the Issuer in favor of Tyson, which promissory note shall be considered of equal right and priority to this Note, and except for all purchase money obligations outstanding on the date hereof that are secured by the property purchased by such obligation. The Issuer shall not incur, create, assume, guarantee, or otherwise become liable for any new debt that is senior or pari passu to this Note, unless the proceeds of such new debt will be used to repay this Note and the Tyson Note in full.

## 7. CONVERSION.

(a) Conversion. At the option of the Payee, at any time and from time to time, the Payee may convert all or any portion of the outstanding principal balance and/or accrued but unpaid interest on this Note (in any amount) into that number of fully paid and nonassessable shares of the Issuer's most senior class of convertible preferred shares outstanding at the time of the conversion or other applicable times as the case may be (the "Preferred Stock"), rounded to the nearest full share, that at such time would be convertible into the number of shares of Common Stock equal to the quotient of the amount of principal and/or accrued interest on this Note being converted divided by the then Conversion Price (as such term is defined in Section 7(d)). All accrued but unpaid interest with respect to any principal portion of this Note that is converted may also be converted into shares of Preferred Stock or may be paid in cash at the maturity of this Note at the election of the Payee. The Payee may convert any accrued but unpaid interest without converting the principal as to which such interest was accrued.

(b) Exercise of Conversion Rights. To exercise the election to convert this Note, the Payee shall (i) give written notice to the Issuer of the election to convert, (ii) surrender this Note, and (iii) provide the Issuer a written representation letter containing such representations as the Issuer may reasonably request to comply with federal and all applicable state securities laws. The Issuer shall issue and deliver to the Payee a certificate or certificates for the shares of Preferred Stock to which the Payee is entitled. The conversion shall be deemed to have been made immediately prior to the close of business on the later of the date that the Payee surrenders this Note or the date that the Payee provides the written representation letter, and the Payee shall be treated for all purposes as the record holders of such shares of Preferred Stock as of that date.

(c) Fractional Share. The Issuer shall not issue any fractional share of Preferred Stock on the conversion of this Note. If any fractional share would, except for the provisions of this Section 7(c), be issuable on the conversion of this Note, then instead the Issuer shall pay the Payee an amount in cash (computed to the nearest cent) equal to the current market value of the fractional share, or if there is no current market value for the Preferred Stock, then the Issuer's Board of Directors in good faith shall determine the fair market value of the Preferred Stock.

(d) Conversion Price. The conversion price (the "Conversion Price") initially shall be Six Cents (\$0.06). The Conversion Price shall be subject to adjustment from time to time in the event of a stock split or combination of shares of Common Stock or a dividend payable in shares of Common Stock, or in the event the Issuer issues shares of Common Stock for a price less than the then Conversion Price, issues options, warrants, or rights exercisable to purchase shares of Common Stock at an exercise price less than the then Conversion Price, issues securities convertible into shares of Common Stock at a conversion price less than the then Conversion Price, or issues options, warrants, or rights exercisable to purchase securities convertible into shares of Common Stock at a conversion price less than the then Conversion Price (collectively, a "Dilution Event"). Notwithstanding the foregoing, a Dilution Event shall not include the issuance of shares of Common Stock on the exercise of options or warrants or the conversion of convertible securities outstanding on the date hereof. Upon a Dilution Event, the Conversion Price shall be adjusted, rounded to the nearest One-Tenth of One Cent (\$.001), to be equal to the Conversion Price immediately prior to the Dilution Event, multiplied by a fraction, the numerator of which is the sum of (a) the number of shares of Common Stock outstanding on a fully diluted basis immediately prior to the Dilution Event plus (b) the number of shares of Common Stock that the aggregate consideration received or deemed to be received pursuant to Section 7(e) in the Dilution Event giving rise to this adjustment would purchase at the then Conversion Price, and the denominator of which is the number of shares of Common Stock outstanding on a fully diluted basis immediately after the Dilution Event. If a Dilution Event also results in the adjustment of the conversion price of the Preferred Stock according to its terms, then the Conversion Price shall not be adjusted to the extent that the effect of the adjustment of the Conversion Price is duplicative of the effect of the adjustment of the conversion price of the Preferred Stock. The Issuer shall give the Payee prompt notice of any adjustment pursuant to this Section 7(d), including copies of all documents and calculations supporting such adjustment.

(e) Consideration Received. The consideration received by the Issuer for any Dilution Event shall be the sum of all cash and the fair market value of all property other than cash, as determined by the Issuer's Board of Directors in good faith and reasonably acceptable to the Payee, received or applied to the benefit of the Issuer plus, for options, warrants, and rights, the amount equal to the exercise price multiplied by the number of securities subject to such option, warrant, or right. When equity securities are issued in connection with debt securities, the debt securities shall be valued at their full face value when allocating the consideration received by the Issuer between the equity and debt securities. Shares issued in a split, combination, or dividend of the Common Stock shall be deemed to be issued for no consideration.

(f) Reclassification. If the Issuer reorganizes or reclassifies its capital stock such that the Preferred Stock no longer exists, then this Note shall thereafter be convertible into the number of shares or other securities or property to which a holder of the number of shares of Preferred Stock issuable on conversion of this Note would have been entitled on the reorganization or reclassification, and the Issuer's Board of Directors shall make appropriate adjustments to this Section 7, including but not limited to adjustments to the Conversion Price, such that this Section 7 shall thereafter be applicable, as nearly as possible, to the shares or other property thereafter issuable on conversion of this Note. The Issuer shall notify the Payee in writing of the date on which the reorganization or reclassification is to take place and the record date as of which holders of record of shares of Preferred Stock shall be entitled to exchange such shares for securities or other property deliverable on such reorganization or reclassification. The notice shall be mailed at least ten (10) days prior to the earlier of the date on which the reorganization or reclassification is to take place or the record date.

(g) Reservation of Shares. The Issuer shall at all times reserve and keep available, out of its authorized but unissued shares of Preferred Stock, the full number of shares of Preferred Stock issuable on conversion of the principal and accrued interest of this Note. The Issuer shall from time to time, in accordance with Delaware law, increase the authorized number of shares of Preferred Stock if at any time the authorized number of shares of Preferred Stock remaining unissued shall not be sufficient to permit the conversion of this Note.

(h) Taxes. The Issuer shall pay all issue and other taxes that may be payable on the conversion of this Note, except that the Issuer shall not be required to pay any tax that may be payable with respect to any transfer involved in the issue and delivery of shares of Preferred Stock in a name other than that of the Payee. No such issue or delivery shall be made unless and until the Payee has paid the Issuer the amount of any such tax or has established to the satisfaction of the Issuer that such tax has been paid.

(i) Notice of Transaction. If the Issuer (or the Subsidiary) intends to enter into a transaction of the type set forth in Section 1(ii) through (v), or pay any dividend or distribution on the Preferred Stock or the Common Stock, then the Issuer shall give the Payee written notice thereof within thirty (30) days prior to the consummation of such transaction.

8. DEFAULT. Upon the occurrence of any of the following (a "Default"), the Payee may declare the outstanding principal balance of this Note and all accrued but unpaid interest immediately due and payable, by giving written notice to the Issuer:

(a) Failure to Pay. The Issuer fails to make any payment of principal or interest of this Note within five (5) days of the date such payment was due and payable; or

(b) Event of Default. There is an Event of Default as set forth in the Security Agreement.

9. COLLECTION. In the event of a Default, the Payee may place this Note in the hands of an attorney for collection and the Issuer shall pay all costs of collection, including but not limited to court costs and attorneys' fees.

10. WAIVER. The Issuer hereby waives diligence, presentment, protest, notice of protest, notice of dishonor, and notice of nonpayment of this Note, and specifically consents to and waives notice of any renewal or extension of this Note. The Issuer hereby waives the benefits of the statute of limitations to the maximum extent allowed by law. No delay by the Payee in exercising any power or privilege hereunder, nor the single or partial exercise of any power or privilege hereunder, shall preclude any other or further exercise thereof, or the exercise of any other power or privilege hereunder.

11. AMENDMENT. This Note may be waived, changed, modified, or amended only with the written consent of the parties hereto.

12. NOTICES. All notices or other communications required or permitted to be given pursuant to this Note shall be in writing and shall be delivered personally or sent by overnight courier or by certified mail, return receipt requested. Notices delivered personally or sent by overnight courier shall be effective on the date received, while notices sent by certified mail, return receipt requested, shall be deemed to have been received and to be effective three (3) business days after deposit into the mails. Notices shall be given to the Issuer at the following address, to the Payee at the address set forth in the introductory paragraph of this Note, or to such other address as any party may designate in writing:

If to the Issuer:                    Mr. Chett B. Paulsen  
   Chief Executive Officer  
   aVinci Media Corporation  
   11781 South Lone Peak Parkway  
   Suite 270  
   Draper, Utah 84020-6884

13. ASSIGNMENT. Subject to the restrictions on transfer described in Section 4, the rights and obligations of the Issuer and the Payee shall be binding upon and inure to the benefit of its successors, assigns, heirs, executors, administrators, and transferees.

14. LAW GOVERNING. This Note has been negotiated, executed, and delivered and shall be performed in the State of Utah, and shall be governed by and construed and enforced in accordance with the laws of the State of Utah, without regard for its conflict of laws rules. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Utah and any United States District Court situated in the State of Utah for any suit or proceeding arising out of or based upon this Note.

15. CONSTRUCTION. The headings in the Sections of this Note are for convenience only and shall not constitute a part hereof. All references to numbered sections contained herein refer to the sections of this Note unless otherwise expressly stated. Whenever the context so requires, the masculine shall include the feminine and the neuter, the singular shall include the plural, and conversely. The terms and all parts of this Note shall in all cases be interpreted simply and according to their plain meaning and neither for nor against any party hereto.

16. TIME OF THE ESSENCE. Time is hereby expressly declared to be of the essence of this Note and of every provision hereof.

17. WAIVER OF TRIAL BY JURY. **THE ISSUER HEREBY WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT, OR PROCEEDING IN CONNECTION WITH OR ARISING OUT OF (i) THIS NOTE, (ii) THE RELATIONSHIP BETWEEN THE ISSUER AND PAYEE OF DEBTOR AND CREDITOR, (iii) ANY CLAIM OF INJURY OR DAMAGE RELATING TO ANY OF THE FOREGOING, OR (iv) THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE WITH RESPECT THERETO. THE PARTIES INTEND THAT THE SHAREHOLDERS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS, AND REPRESENTATIVES OF THE ISSUER AND THE PAYEE BE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION 17. THE ISSUER HAS HAD THE OPPORTUNITY TO OBTAIN THE ADVICE OF LEGAL COUNSEL BEFORE SIGNING THIS AGREEMENT AND ACKNOWLEDGES THAT IT HAS VOLUNTARILY AGREED TO THIS WAIVER OF THE RIGHT TO A TRIAL BY JURY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND LEGAL CONSEQUENCE.**

[signature on the next page]

IN WITNESS WHEREOF, the Issuer has caused this Note to be issued on the date first written above.

aVinci Media Corporation

By: /s/

\_\_\_\_\_  
Chett B. Paulsen  
Chief Executive Officer

By: /s/

\_\_\_\_\_  
Edward B. Paulsen  
Secretary

**Exhibit 10.3**

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR REGISTERED OR QUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS IN RELIANCE UPON EXEMPTIONS THEREFROM. THE HOLDER MAY NOT OFFER, SELL, TRANSFER, ASSIGN, PLEDGE, HYPOTHECATE, OR OTHERWISE DISPOSE OF OR ENCUMBER SUCH SECURITIES EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION AND/OR QUALIFICATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS.

Date: January 4, 2010 Warrant No. 2010-[\*]

**WARRANT TO PURCHASE COMMON STOCK OF  
aVINCI MEDIA CORPORATION**

This certifies that, for value received, \_\_\_\_\_ (the "Holder"), is entitled, subject to the terms set forth below, to purchase from aVinci Media Corporation, a Delaware corporation (the "Company"), \_\_\_\_\_ shares of the Company's common stock (the "Common Stock") upon surrender of this Warrant at the principal office of the Company with the simultaneous payment of the Exercise Price as set forth in Section 2, in lawful money of the United States or otherwise as hereinafter provided. The number and character of such Common Stock are subject to adjustment as provided in Section 2.

1. TERM OF WARRANT. Subject to the terms and conditions set forth herein, this Warrant shall become exercisable on the date hereof, and shall remain exercisable until 5:00 P.M., Mountain Standard Time, on January 5, 2015, and shall be void thereafter.

2. EXERCISE PRICE.

2.1 Exercise Price. The initial Exercise Price for the Common Stock purchasable on exercise of this Warrant is Seven and One-Half Cents (\$0.075) per share of Common Stock, subject to adjustment as set forth in this Section 2.

2.2 Adjustment for Splits, Combinations, and Dividends. In the event the Company should at any time or from time to time after the date hereof fix a record date for a split, subdivision, or combination of the outstanding Common Stock, or a dividend payable in Common Stock, then as of such record date (or the date of such split, subdivision, combination, or dividend if no record date is fixed) the number of Common Stock that this Warrant is exercisable to purchase shall be adjusted to be the same number of Common Stock that the Holder would have if this Warrant had been exercised immediately prior to such split, subdivision, combination, or dividend. The Exercise Price shall be adjusted to be the then Exercise Price multiplied by a fraction, the numerator of which is the number of Common Stock that this Warrant is exercisable to purchase immediately prior to such split, subdivision, combination, or dividend, and the denominator of which is the number of Common Stock that this Warrant will be exercisable to purchase immediately after such event.

2.3 Adjustment for Reorganization, Reclassification, Exchange, or Substitution. In the event there is a capital reorganization of the Common Stock, or the Common Stock are changed into the same or different kind or amount of equity securities, whether by reclassification, exchange, substitution, or otherwise (other than a split or combination provided for in Section 2.2 or a merger, consolidation, or sale of assets provided for in Section 2.4), then the Holder shall have the right thereafter to receive upon exercise of this Warrant the kind and amount of securities and property receivable upon such reorganization, reclassification, exchange, substitution, or other change that the Holder would have if this Warrant had been exercised immediately prior to such reorganization, reclassification, exchange, substitution, or other change.

2.4 Adjustment for Merger, Consolidation, or Sale of Assets. In the event the Company shall merge or consolidate into another company where the Company is not the surviving entity, or the Company shall sell all or substantially all of its assets to any other person, then as a part of such merger, consolidation, or sale, provision shall be made so that the Holder shall have the right thereafter to receive upon exercise of this Warrant the kind and amount of securities and property of the Company or of the successor entity resulting from such merger, consolidation, or sale that the Holder would have if this Warrant had been exercised immediately prior to such merger, consolidation, or sale. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 2.4 with respect to the rights of the Holder after such merger, consolidation, or sale to the end that the provisions of this Section 2 shall be applicable after that event as nearly equivalent as may be practicable.

2.5 Adjustment for Certain Issuances. The Exercise Price shall be subject to adjustment from time to time in the event the Company issues Common Stock for a price less than the then Exercise Price, issues options, warrants, or rights exercisable to purchase Common Stock at an exercise price less than the then Exercise Price, issues securities convertible into Common Stock at a conversion price less than the then Exercise Price, or issues options, warrants, or rights exercisable to purchase securities convertible into Common Stock at a conversion price less than the then Exercise Price (collectively, a "Dilution Event"). Notwithstanding the foregoing, a Dilution Event shall not be triggered by exercise of options or warrants or the conversion of convertible securities outstanding on the date hereof. Upon a Dilution Event, the Exercise Price shall be adjusted, rounded to the nearest One-Tenth of One Cent (\$.001), to be equal to the Exercise Price immediately prior to the Dilution Event, multiplied by a fraction, the numerator of which is the sum of (a) the number of shares Common Stock outstanding on a fully diluted basis immediately prior to the Dilution Event plus (b) the number of shares of Common Stock that the aggregate consideration received or deemed to be received pursuant to Section 2.6 in the Dilution Event giving rise to this adjustment would purchase at the then Exercise Price, and the denominator of which is the number of shares of Common Stock outstanding on a fully diluted basis immediately after the Dilution Event; provided, however, that if a Dilution Event includes options, warrants, or rights exercisable to purchase shares of Common Stock at an exercise price that exceeds by more than twenty percent (20%) the purchase price on a per share basis of other securities issued in such Dilution Event, then such options, warrants, and rights shall not be included in determining the amount of any adjustment to the Exercise Price in such Dilution Event.

2.6 Consideration Received. The consideration received by the Company for any Dilution Event shall be the sum of all cash and the fair market value of all property other than cash, as determined by the Company's Board of Directors in good faith and reasonably acceptable to the Holder, received or applied to the benefit of the Company plus, for options, warrants, and rights, the amount equal to the Exercise Price multiplied by the number of securities subject to such option, warrant, or right. When equity securities are issued in connection with debt securities, the debt securities shall be valued at their full face value when allocating the consideration received by the Company between the equity and debt securities.

2.7 Notice of Adjustment. In the event there is an adjustment to this Warrant pursuant to this Section 2, the Company shall give the Holder written notice of the effectiveness of the adjustment within five (5) days after the effective date.

### 3. EXERCISE OF WARRANT.

3.1 Manner of Exercise. The Holder may exercise the purchase rights represented by this Warrant in whole or in part, but not for less than one thousand (1,000) shares of Common Stock at a time (or such lesser number of shares of Common Stock which may then constitute the maximum number purchasable) at any time or from time to time during the term hereof as described in Section 1, upon (i) the surrender of this Warrant at the office of the Company, (ii) payment of the purchase price of the shares of Common Stock to be purchased in cash, by check, or other form of payment acceptable to the Company, and (iii) compliance with the provisions of Sections 3.2 and 3.3.

3.2 Effect of Exercise. This Warrant shall be deemed to have been exercised immediately prior to the close of business on the date of its surrender for exercise as provided in Section 3.1 and the person entitled to receive the shares of Common Stock issuable upon such exercise shall be treated for all purposes as the holder of record of such units as of the close of business of such date. As promptly as practicable on or after such date and in any event within five (5) days thereafter, the Company at its expense shall issue and deliver to the person or persons entitled to receive the same a certificate or certificates, as applicable, for the number of shares of Common Stock issuable upon such exercise. In the event that this Warrant is exercised in part, the Company at its expense shall execute and deliver a new Warrant of like tenor exercisable for the number of shares of Common Stock for which this Warrant may then be exercised; provided that the failure of the Company to issue such new Warrant shall not affect the rights that would be conferred on the Holder if such new Warrant had been issued.

3.3 Compliance With Securities Laws. Exercise of this Warrant is subject to the Holder's compliance with all federal and applicable state securities laws. Upon exercise of this Warrant, the Holder shall provide the Company with a written representation letter containing such representations as the Company may reasonably request to comply with such securities laws.

4. NO FRACTIONAL UNITS OR SCRIP. The Company shall not issue any fractional shares of Common Stock or scrip representing fractional shares of Common Stock upon exercise of this Warrant. In lieu of any fractional shares of Common Stock to which the Holder would otherwise be entitled, the Company shall make a cash payment to the Holder (computed to the nearest cent) equal to the current market value of the fractional interest, or if there is no current market value for the Common Stock, then the Company's Board of Directors in good faith shall determine the fair market value of the Common Stock.

5. REPLACEMENT OF WARRANT. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction, or mutilation of this Warrant and, in the case of mutilation, on surrender and cancellation of this Warrant, the Company at its expense shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor and amount.

6. NO RIGHTS AS A SHAREHOLDER. Except as otherwise provided herein, nothing contained in this Warrant shall be construed as conferring upon the Holder or any other person the right to vote or to consent or to receive notice as a shareholder in respect of meetings of shareholders for the election of directors of the Company or any other matter or any right whatsoever as a shareholder of the Company. The Company shall not pay or accrue any dividends in respect of this Warrant or the Common Stock purchasable hereunder until, and only to the extent that, the Holder shall have exercised this Warrant as set forth in Section 3.

7. TRANSFER. The Holder may not offer, sell, transfer, assign, pledge, hypothecate, or otherwise dispose of or encumber this Warrant without the prior written consent of the Company, which consent the Company may not unreasonably withhold. The Holder may transfer this Warrant to an affiliate of the Holder without the Company's consent if the Holder complies with all federal and applicable state securities laws.

8. RESERVATION OF COMMON STOCK. The Company covenants that during the term that this Warrant is exercisable, the Company shall reserve from its authorized and unissued Common Stock a sufficient number of shares of Common Stock to provide for the issuance of Common Stock on the exercise of this Warrant, and from time to time will take all steps necessary to provide sufficient reserves of Common Stock for issuance upon exercise of this Warrant. The Company agrees that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of executing unit certificates to execute and issue the necessary certificates for Common Stock on the exercise of this Warrant.

9. NOTICES. The Company shall give the Holder at least thirty (30) days prior written notice of each of the following:

9.1 Record Date. A record date is set by the Company for the distribution of cash, securities, or any other property to its shareholders;

9.2 Distribution. The Company makes a distribution of cash, securities, or any other property to its shareholders without setting a record date;

9.3 Dissolution. The Company voluntarily elects to wind-up, liquidate, or dissolve;

9.4 Capital Transaction. The sale of all of the outstanding shares of Common Stock, the sale of all or substantially all of the Company's operating assets, or the merger, consolidation, or combination of the Company with or into another entity or entities where the Company's shareholders immediately prior to such event own less than a majority of the outstanding voting interests of the surviving entity immediately after such event; and

9.5 Adjustment of Exercise Price. Any event set forth in Section 2 that would result in the adjustment of the Exercise Price of this Warrant.

10. GENERAL PROVISIONS.

10.1 Amendment. Any amendment or modification of this Warrant shall be in writing and shall be signed by the parties hereto.

10.2 Waiver. Any waiver of any right, power, or privilege hereunder must be in writing and signed by the party being charged with the waiver. No delay on the part of any party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver of any other right, power, or privilege hereunder, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

10.3 Notices. All notices or other communications required or permitted to be given pursuant to this Warrant shall be in writing and shall be delivered personally or sent by overnight courier or by certified mail, return receipt requested. Notices delivered personally or sent by overnight courier shall be effective on the date received, while notices sent by certified mail, return receipt requested, shall be deemed to have been received and to be effective three (3) business days after deposit into the mails. Notices shall be given to the parties at the following respective addresses, or to such other addresses as any party shall designate in writing:

If to the Company:                    Mr. Chett B. Paulsen  
   Chief Executive Officer  
   aVinci Media Corporation  
   11781 Lone Peak Parkway  
   Suite 270  
   Draper, Utah 84020-6884

If to Holder:

10.4 Law Governing. This Warrant has been negotiated, executed, and delivered and shall be performed in the State of Utah and shall be governed by and construed and enforced in accordance with the laws of the State of Utah, without regard for its conflict of laws rules.

10.5 Attorneys' Fees. Should a lawsuit or arbitration be commenced to interpret or enforce the terms of this Warrant, the prevailing party shall be entitled to recover costs and attorneys' fees in addition to any other recovery to which such party may be entitled.

10.6 Arbitration. If any dispute arises concerning the interpretation, validity, or performance of this Warrant any of its terms and provisions, including but not limited to the issue of whether or not a dispute is arbitrable, then the parties shall submit such dispute for binding determination before a retired judge selected from J.A.M.S., Inc. or any similar organization mutually acceptable to the parties. The parties shall mutually agree on one arbitrator from the list provided by the arbitrating organization; provided that if the parties cannot agree, then the parties shall select one arbitrator according to the rules of the arbitrating organization. The arbitration shall take place in Utah and shall be conducted in accordance with the then prevailing rules of the arbitrating organization, except as set forth in this Section 10.6. The parties shall have all rights for depositions and discovery as provided to litigants by Utah law. The arbitrator shall apply Utah substantive, procedural, and evidence law to the proceeding. The arbitrator shall have the power to grant all legal and equitable remedies including provisional remedies and award compensatory damages provided by Utah law, but the arbitrator may not order relief in excess of what a court could order. The arbitrator shall not have the power to commit errors of law or legal reasoning or to make findings of fact except upon sufficiency of the evidence and any award may be vacated or corrected for any such error. The arbitrator shall prepare and provide the parties with a written award including factual findings and the legal reasoning upon which the award is based. The arbitrator shall award costs and attorneys' fees in accordance with the terms of this Warrant. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The parties understand that by agreement to binding arbitration they are giving up the rights they may otherwise have to a trial by a court or a jury and all rights of appeal. Pending resolution of any arbitration proceeding and selection of an arbitrator, either party may apply to any court of competent jurisdiction for any provisional remedy, including but not limited to a temporary restraining order or a preliminary injunction but excluding any dispute relating to discovery matters, and for enforcement of any such order. The application for or enforcement of any provisional remedy by a party shall not operate as a waiver of the within agreement to submit a dispute to binding arbitration.

10.7 Construction. The headings in the sections of this Warrant are for convenience only and shall not constitute a part hereof. All references to numbered sections contained herein refer to the sections of this Warrant unless otherwise expressly stated. Whenever the context so requires, the masculine shall include the feminine and the neuter, the singular shall include the plural, and conversely. The terms and all parts of this Warrant shall in all cases be interpreted simply and according to their plain meaning and neither for nor against any party hereto.

[signatures on the next page]

IN WITNESS WHEREOF, the Company has duly executed and delivered this Warrant as of this 4th day of January, 2010.

aVinci Media Corporation

By: /s/

\_\_\_\_\_  
Chett B. Paulsen  
Chief Executive Officer

By: /s/

\_\_\_\_\_  
Edward B. Paulsen  
Secretary