

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

MHHC Enterprises Inc.

Form: 1-A

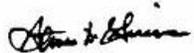
Date Filed: 2021-01-07

Corporate Issuer CIK: 1826135

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER
Jay A. Shafer, Esq.
Nevada Bar No. 9184
PREMIER LEGAL GROUP
1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128
Telephone: (702) 794-4411
Fax: (702) 794-4421
jshafer@premierlegallgroup.com
Attorneys for Petitioner
BARTON HOLLOW, LLC

Electronically Filed
08/31/2016 02:38:40 PM


CLERK OF THE COURT

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of
**OCEANIC RESEARCH AND RECOVERY,
INC., a Nevada Corporation,**

Case No. A-16-740323-P
Dept. No. XXVI

PREMIER LEGAL GROUP
1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128
(702) 794-4411 Fax: (702) 794-4421

**ORDER GRANTING APPLICATION FOR APPOINTMENT OF BARTON
HOLLOW, LLC AS CUSTODIAN OF OCEANIC RESEARCH AND RECOVERY,
INC.**

Petitioner **BARTON HOLLOW, LLC's** Motion and Application for Appointment as
Custodian of **OCEANIC RESEARCH AND RECOVERY, INC.**, having been considered
by the Court on August 23rd 2016, the Court having considered the pleadings and papers on file
herein, with no opposition being filed, and for good cause appearing therefore:

THE COURT HEREBY FINDS that:

- 1. **OCEANIC RESEARCH AND RECOVERY, INC.**, has failed file required reports
with the Nevada Secretary of State in violation of N.R.S 78.710.

PREMIER LEGAL GROUP
1333 North Boulder Drive, Suite 210
Las Vegas, Nevada 89109
(702) 794-4411 Fax (702) 794-4421

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2. OCEANIC RESEARCH AND RECOVERY, INC., has failed to hold an annual meeting of stockholders for the preceding four (4) years in violation of N.R.S. 78.710
3. Petitioner, Barton Hollow, LLC, a Nevada limited liability company, is a shareholder of OCEANIC RESEARCH AND RECOVERY, INC.
4. Petitioner has given reasonable and required notice as required by the NRS 78.710 etseq.
5. Beginning on March 29, 2016, Petitioner served demand upon OCEANIC RESEARCH AND RECOVERY, INC., at its last known registered business address demanding the company comply with N.R.S. 78.710, N.R.S. 78.150 and N.R.S 78.710. Petitioner employed all reasonable efforts to contact OCEANIC RESEARCH AND RECOVERY, INC.
6. Despite Petitioner's demand, no response was received from OCEANIC RESEARCH AND RECOVERY, INC. Petitioner has demonstrable experience acting as a court-appointed custodian in Nevada and managing the affairs of Nevada corporations.
7. Petitioner has demonstrable experience acting as a court-appointed custodian in Nevada and managing the affairs of Nevada corporations

THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED that

1. Pursuant to NRS 78.347, Barton Hollow, LLC is hereby appointed custodian of OCEANIC RESEARCH AND RECOVERY, INC.
2. Barton Hollow, LLC is authorized to take any actions on behalf of OCEANIC RESEARCH AND RECOVERY, INC., pursuant to NRS 78.347 that are reasonable, prudent or for the benefit of OCEANIC RESEARCH AND RECOVERY, INC., including, but not limited to, issuing new shares of stock and issuing new classes of stock, as well as entering in contracts on behalf of the corporation.

PREMIER LEGAL GROUP
1333 North Endline Drive, Suite 210
Las Vegas, Nevada 89128
(702) 794-4411 Fax (702) 794-4421

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. Pursuant to NRS 78.347(3)(a), Barton Hollow, LLC shall comply with NRS 78.180 to reinstate OCEANIC RESEARCH AND RECOVERY, INC.
4. Pursuant to NRS 78.347, Barton Hollow, LLC shall comply with NRS 78.150 to identify and name a registered agent within the State of Nevada for OCEANIC RESEARCH AND RECOVERY, INC.
5. Barton Hollow, LLC shall provide reasonable notice to all stockholders of record of a meeting of stockholders of OCEANIC RESEARCH AND RECOVERY, INC., that will be held within a reasonable time after this Order is entered;
6. Barton Hollow, LLC, as custodian of OCEANIC RESEARCH AND RECOVERY, INC., shall submit a report to this Court of the actions taken at said stockholders meeting.
7. Barton Hollow, LLC shall report to this Court no less than every three (3) months concerning its custodianship of OCEANIC RESEARCH AND RECOVERY, INC., while such custodianship remains active.
8. Barton Hollows, LLC, shall, pursuant to NRS 78.347(4), file an amendment to the Articles of Incorporation of OCEANIC RESEARCH AND RECOVERY, INC., which the Secretary of State containing the following disclosures and statements:
 - a. Disclosures of any previous criminal, administrative, civil or Financial Industry Regulatory Authority, or Securities and Exchange Commission investigations, violations, or conviction concerning Barton Hollow, LLC, or its affiliates or subsidiaries;
 - b. A statement that reasonable, but ultimately unsuccessful, attempts were made to contact the last known officers or directors of OCEANIC RESEARCH AND RECOVERY, INC., to request that the corporation comply with corporate formalities and to continue its business;
 - c. A statement that Barton Hollow, LLC, is, in fact, is pursuing its business and attempted to further the interest of its stockholders;

An offering statement pursuant to Regulation A relating to these securities has been filed with the Securities and Exchange Commission. Information contained in this Preliminary Offering Circular is subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted before the offering statement filed with the Commission is qualified. This Preliminary Offering Circular shall not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sales of these securities in any state in which such offer, solicitation or sale would be unlawful before registration or qualification under the laws of any such state. We may elect to satisfy our obligation to deliver a Final Offering Circular by sending you a notice within two business days after the completion of our sale to you that contains the URL where the Offering Circular was filed may be obtained.

**Preliminary Offering Circular
Subject to Completion. Dated _____ 2021**

MHHC Enterprises, Inc.

(Exact name of issuer as specified in its charter)

Nevada

(State or other jurisdiction of incorporation or organization)

mhhcco.com

**400 Union ST SE
STE 200
Olympia, WA 98501
tel:253-336-6442**

(Address, including zip code, and telephone number, including area code of issuer's principal executive office)

6399

(Primary Standard Industrial Classification Code Number)

82-4972078

(I.R.S. Employer Identification Number)

Maximum offering of 20,000,000 Shares

This is a public offering of up to \$20,000,000 in shares of Common Stock of MHHC Enterprises, Inc. at a price between \$0.01 and \$1.00, to be determined at the time of qualification. Offering price will be disclosed via a supplemental filing within 2 days of Qualification. The end date of the offering will be exactly 365 days from the date the Offering Circular is approved by the Attorney General of the state of New York (unless extended by the Company, in its own discretion, for up to another 90 days).

Our Common Stock currently trades on the OTC Pink market under the symbol "MHHC:OTCPink" and the closing price of our Common Stock on _____ was \$_____. Our Common Stock currently trades on a sporadic and limited basis.

We are offering our shares without the use of an exclusive placement agent. However, the Company reserves the right to retain one. The proceeds will be disbursed to us and the purchased shares will be disbursed to the investors. If the offering does not close, for any reason, the proceeds for the offering will be promptly returned to investors without interest.

We expect to commence the sale of the shares within two calendar days of the date on which the Offering Statement of which this Offering Circular is qualified by the Securities Exchange Commission.

See "Risk Factors" to read about factors you should consider before buying shares of Common Stock.

Generally, no sale may be made to you in this offering if the aggregate purchase price you pay is more than 10% of the greater of your annual income or net worth. Different rules apply to accredited investors and non-natural persons. Before making any representation that your investment does not exceed applicable thresholds, we encourage you to review Rule 251(d)(2)(i)(C) of Regulation A. For general information on investing, we encourage you to refer to www.investor.gov.

The United States Securities and Exchange Commission does not pass upon the merits of or give its approval to any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering circular or other solicitation materials. These securities are offered pursuant to an exemption from registration with the Commission; however, the Commission has not made an independent determination that the securities offered are exempt from registration.

This Offering Circular is following the offering circular format described in Part II (a)(1)(ii) of Form 1-A.

Offering Circular dated _____, 2020

TABLE OF CONTENTS

SUMMARY	1
RISK FACTORS	3
USE OF PROCEEDS	12
DIVIDEND POLICY	13
DILUTION	13
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS	14
BUSINESS	17
MANAGEMENT	20
RELATIONSHIPS AND RELATED PARTY TRANSACTIONS	21
PRINCIPAL STOCKHOLDERS	21
DESCRIPTION OF CAPITAL	22
SHARE ELIGIBLE FOR FUTURE SALE	24
PLAN OF DISTRIBUTION	24
VALIDITY OF COMMON STOCK	25
EXPERTS	25
PART III EXHIBITS	26
SIGNATURES	27
INDEX TO UNAUDITED FINANCIAL STATEMENTS	28

No dealer, salesperson or other person is authorized to give any information or to represent anything not contained in this Offering Circular. You must not rely on any unauthorized information or representations. This Offering Circular is an offer to sell only the shares offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this Offering Circular is current only as of its date.

SUMMARY

This summary highlights information contained elsewhere in this Offering Circular. This summary does not contain all of the information that you should consider before deciding to invest in our Common Stock. You should read this entire Offering Circular carefully, including the "Risk Factors" section, our historical consolidated financial statements and the notes thereto, and unaudited pro forma financial information, each included elsewhere in this Offering Circular. Unless the context requires otherwise, references in this Offering Circular to "the Company," "we," "us" and "our" refer to MHHC Enterprises, Inc.

Our Company

MHHC Enterprises, Inc (the "Company") was incorporated in Nevada on February 6, 2004 as Aquagen International, Inc. On July 7, 2005, the Company changed its name to Hoodia International, Inc., and on March 19, 2008 it changed its name to Oceanic Research and Recovery, Inc. In early 2016, the Company was placed into custodianship by the courts of Nevada under a cause of action brought by shareholders as management had abandoned the Company. In August of 2017, the Company acquired/merged with McCusker & Company, Inc., changing the name of the Company to McCusker Holdings, Inc. The Company began operations providing product warranties direct to consumers. After the management team was replaced by Frank Hawley, our current CEO, the Company changed its name to MHHC Enterprises, Inc. in August of 2019.

Overview

MHHC Enterprises, Inc., (the "Company") is a diversified holding company whose core businesses are presently composed of two subsidiaries, MHHC Warranty and Services, Inc. and MHHC Reinsurance, Inc. The Company has recently created a newly formed subsidiary, Ombli, Inc.

The Company's current primary revenues are generated through the sale of extended services contracts ("ESC") sold through more than 1,000 retail locations in the United States and online over various ecommerce websites and portals. Its ESC's warranty services provide original equipment manufacturers ("OEM") customers with extended warranties for consumer electronics and other related products that are supported with help desk and other warranty administration support. The Company's clients currently include OEM's, retailers, underwriters and third-party administrators ("TPA's).

In an effort to accelerate the growth of the Company's ESC services, the Company is currently undertaking an expansion strategy to develop, build, license and acquire various products and services for sale through a proprietary internally developed online ecommerce platform. The Company, through a newly formed wholly owned subsidiary, Ombli, Inc., shall further integrate its ecommerce platform with a streamlined easy to use customer focused process that will directly link its ecommerce platform with the Company's ESC warranty services, providing customers with ecommerce linked products and services coupled with warranty services.

Our Strategy

The Company currently works with various OEM's, retailers, underwriters, and TPA's either through retail outlets or through various ecommerce websites and portals. It is the Company's strategy to build, develop, license and/or acquire technologies that will allow it to launch ecommerce portals and/or websites that will streamline the integration of its ESC warranty services with a cloud based platform that offers products and services that it may license, acquire, manage, or otherwise offer, with a linked ESC warranty service. In developing, building, and integrating the technology to link its ESC warranty services with those other products, the Company believes it can leverage its current ESC warranty services and expand its reach, while developing other revenue streams.

In addition to capturing additional ESC warranty services, the development of new ecommerce portals and/or websites will additionally allow the company to expand into cloud based product sales and other related services. The Company believes that by expanding and selling additional products through ecommerce activities online that it can both enhance its customer reach, develop and link complementary services, expand its technological knowledge that will allow the Company to stay competitive and relevant in a fast pace changing marketplace that is quickly adopting new technologies and strategies, and quickly build critical mass in support of creating a sustainable corporate enterprise that can defend, endure, and thrive in the current evolving marketplace. A marketplace that requires the skills and knowledge of how to operate and sell to customers virtually in a cloud based environment.

THE OFFERING

Common Stock we are offering	Maximum offering of 20,000,000 shares at a price between \$0.01 per share and \$1.00 per share
Common Stock outstanding before this Offering	921,500 Common Stock, par value \$0.0001
Use of proceeds	The funds raised per this offering will be utilized to cover the costs of this offering and to provide working capital to obtain government licenses, purchase an extraction facility, and marketing our products. See "Use of Proceeds" for more details.
Risk Factors	See "Risk Factors" and other information appearing elsewhere in this Offering Circular for a discussion of factors you should carefully consider before deciding whether to invest in our Common Stock.

This offering is being made on a self-underwritten basis without the use of an exclusive placement agent, although the Company may choose to engage a placement agent at its sole discretion. As there is no minimum offering, upon the approval of any subscription to this Offering Circular, the Company shall immediately deposit said proceeds into the bank account of the Company and may dispose of the proceeds in accordance with the Use of Proceeds.

Management will make its best effort to fill the subscription in the state of New York. However, in the event that management is unsuccessful in raising the required funds in New York, the Company may file a post qualification amendment to include additional jurisdictions that management has determined to be in the best interest of the Company for the purpose of raising the maximum offer.

In the event that the Offering Circular is fully subscribed, any additional subscriptions shall be rejected and returned to the subscribing party along with any funds received.

In order to subscribe to purchase the shares, a prospective investor must complete a subscription agreement and send payment by check, wire transfer or ACH. Investors must answer certain questions to determine compliance with the investment limitation set forth in Regulation A Rule 251(d)(2)(i)(C) under the Securities Act of 1933, which states that in offerings such as this one, where the securities will not be listed on a registered national securities exchange upon qualification, the aggregate purchase price to be paid by the investor for the securities cannot exceed 10% of the greater of the investor's annual income or net worth. In the case of an investor who is not a natural person, revenues or net assets for the investors' most recently completed fiscal year are used instead.

The Company has not currently engaged any party for the public relations or promotion of this offering.

As of the date of this filing, there are no additional offers for shares, nor any options, warrants, or other rights for the issuance of additional shares except those described herein.

RISK FACTORS

Investing in our Common Stock involves a high degree of risk. You should carefully consider each of the following risks, together with all other information set forth in this Offering Circular, including the consolidated financial statements and the related notes, before making a decision to buy our Common Stock. If any of the following risks actually occurs, our business could be harmed. In that case, the trading price of our Common Stock could decline, and you may lose all or part of your investment.

This offering contains forward-looking statements. Forward-looking statements relate to future events or our future financial performance. We generally identify forward-looking statements by terminology such as “may,” “will,” “should,” “expects,” “plans,” “anticipates,” “could,” “intends,” “target,” “projects,” “contemplates,” “believes,” “estimates,” “predicts,” “potential” or “continue” or the negative of these terms or other similar words. These statements are only predictions. The outcome of the events described in these forward-looking statements is subject to known and unknown risks, uncertainties and other factors that may cause our customers’ or our industry’s actual results, levels of activity, performance or achievements expressed or implied by these forward-looking statements, to differ. “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business,” as well as other sections in this Offering Circular, discuss the important factors that could contribute to these differences.

The forward-looking statements made in this Offering Circular relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statement to reflect events or circumstances after the date on which the statement is made or to reflect the occurrence of unanticipated events.

This Offering Circular also contains market data related to our business and industry. This market data includes projections that are based on a number of assumptions. If these assumptions turn out to be incorrect, actual results may differ from the projections based on these assumptions. As a result, our markets may not grow at the rates projected by these data, or at all. The failure of these markets to grow at these projected rates may have a material adverse effect on our business, results of operations, financial condition and the market price of our Common Stock.

Risk Related to our Company and our Business

Factual claims payments exceed our reserves for losses and loss adjustment Expenses, our financial condition and results of operations could be adversely Affected.

Our success depends upon our ability to accurately assess the risks associated with the warranties that we write. We establish reserves to cover our estimated liability for the payment of all losses and loss adjustment expenses incurred with respect to premiums earned on the warranties that we write. Reserves do not represent an exact calculation of liability. Rather, reserves are estimates of what we expect to be the ultimate cost of resolution and administration of claims under the warranties that we write. These estimates are based upon actuarial and statistical projections, our assessment of currently available data, as well as estimates and assumptions as to future trends in claims severity and frequency, judicial theories of liability and other factors. We continually refine our reserve estimates in an ongoing processes experience develops and claims are reported and settled. Our insurance subsidiaries obtain an annual statement of opinion from an independent actuarial firm on these reserves.

Establishing an appropriate level of reserves is an inherently uncertain process. The following factors may have a substantial impact on our future actual losses and loss adjustment expenses experience:

- the amounts of claims payments;
- the expenses that we incur in resolving claims;
- legislative and judicial developments; and
- changes in economic conditions, including the effect of inflation.

Actual losses and loss adjustment expenses we incur under warranties that we write may be different from the amount of reserves we establish, and to the extent that actual losses and loss adjustment expenses exceed our expectations and the reserves reflected on our financial statements, we will be required to immediately reflect those changes by increasing our reserves. In addition, government regulators could require that we increase our reserves if they determine that our reserves were understated in the past. When we increase reserves, our pre-tax income for the period in which we do so will decrease by a corresponding amount. Such a downgrade could, in turn, adversely affect our ability to sell warranties.

Because we are dependent on key executives, the loss of any of these executives or our inability to retain other key personnel could adversely affect our Business.

Our success substantially depends upon our ability to attract and retain qualified employees and upon the ability of our senior management and other key employees to implement our business strategy. We believe there are only a limited number of available qualified executives in the business lines in which we compete.

If market conditions cause reinsurance to be more costly or unavailable, we maybe required to bear increased risks or reduce the level of our underwriting commitments.

As part of our overall strategy of risk and capacity management, we purchase contractual liability policies for a significant amount of risk underwritten by our warranty subsidiaries. Market conditions beyond our control determine the availability and cost of the reinsurance we purchase, which may affect the level of our business and profitability. Our reinsurance facilities are generally subject to annual renewal. We may be unable to maintain our current reinsurance facilities or obtain other reinsurance facilities in adequate amounts and at favorable rates. If we are unable to renew our expiring facilities or obtain new reinsurance facilities, either our net exposure to risk would increase or, if we are unwilling to bear an increase in net risk exposures, we would have to reduce the amount of risk we underwrite.

Our results may fluctuate as a result of many factors, including cyclical changes in the insurance industry.

Historically, the results of companies in the property and casualty insurance industry have been subject to significant fluctuations and uncertainties. The industry's profitability can be affected significantly by:

- competition;
- capital capacity;
- rising levels of actual costs that are not foreseen by companies at the time they price their products;
- volatile and unpredictable developments, including man-made, weather-related and other natural catastrophes or terrorist attacks;
- changes in loss reserves resulting from the general claims and legal environments as different types of claims arise and judicial interpretations relating to the scope of insurers' liability develop; and
- fluctuations in interest rates, inflationary pressures and other changes in the investment environment, which affect returns on invested assets and may affect the ultimate payout of losses.

We face significant competitive pressures in our business that could cause demand for our products to fall and adversely affect our profitability.

We compete with a large number of other companies in our selected lines of business. We compete, and will continue to compete, with major U.S. and non-U.S. insurers and other regional companies, as well as mutual companies, specialty insurance companies, underwriting agencies and diversified financial services companies. Some of our competitors have greater financial and marketing resources than we do. Our profitability could be adversely affected if we lose business to competitors offering similar or better products at or below our prices.

Because we are heavily regulated by the U.S. States in which we operate, we may be limited in the way we operate.

We are subject to extensive supervision and regulation in the U.S. states in which our warranty company subsidiaries operate. This is particularly true in those states in which our insurance subsidiaries are licensed, as opposed to those states where our insurance subsidiaries write business on a surplus lines basis. The supervision and regulation relate to numerous aspects of our business and financial condition. The primary purpose of the supervision and regulation is the protection of our insurance policyholders and not our investors. The extent of regulation varies, but generally is governed by state statutes. These statutes delegate regulatory, supervisory and administrative authority to state insurance departments. This system of regulation covers, among other things:

- standards of solvency, including risk-based capital measurements;
- restrictions on the nature, quality and concentration investments;
- restrictions on the types of terms that we can include in the warranties we offer;
- restrictions on the way rates are developed and the premiums we may charge;
- standards for the manner in which general agencies may be appointed;
- certain required methods of accounting;
- reserves for unearned premiums, losses and other purposes; and
- potential assessments for the provision of funds necessary for the settlement of covered claims under certain warranties provided by impaired, insolvent or failed insurance companies. In light of several recent significant property and casualty insurance company insolvencies, it is likely that assessments we pay will increase.

The statutes or the state insurance department regulations may affect the cost or demand for our products and may impede us from obtaining rate increases or taking other actions we might wish to take to increase our profitability. Further, we may be unable to maintain all required licenses and approvals and our business may not fully comply with the wide variety of applicable laws and regulations or the relevant authority's interpretation of the laws and regulations. Also, regulatory authorities have discretion to grant, renew or revoke licenses and approvals subject to the applicable state statutes and appeal process. If we do not have the requisite licenses and approvals (including in some states the requisite secretary of state registration) or do not comply with applicable regulatory requirements, the insurance regulatory authorities could stop or temporarily suspend us from carrying on some or all of our activities or monetarily penalize us.

In recent years, the U.S. insurance regulatory framework has come under increased federal scrutiny, and in an effort to forestall federal intervention some state legislators have considered or enacted laws that may alter or increase state regulation of insurance and reinsurance companies and holding companies. Moreover, the NAIC, which is an association of the insurance commissioners of all 50 states and the District of Columbia, and state insurance regulators regularly reexamine existing laws and regulations. Changes in these laws and regulations or the interpretation of these laws and regulations could have a material adverse effect on our business.

We may require additional capital in the future that may not be available or only available on unfavorable terms.

Our future capital requirements depend on many factors, including our ability to write new business successfully and to establish premium rates and reserves at levels sufficient to cover losses. To the extent that we need to raise additional funds, any equity or debt financing for this purpose, if available at all, may be on terms that are not favorable to us. In the case of equity financings, dilution to our shareholders could result, and in any case such securities may have rights, preferences and privileges that are senior to those of the common shares offered hereby. If we cannot obtain adequate capital, our business, results of operations and financial condition could be adversely affected.

Risks Related to Our Business and Industry

Risks Related to the Securities Markets and Ownership of our Equity Securities

The Common Stock is thinly traded, so you may be unable to sell at or near ask prices or at all if you need to sell your shares to raise money or otherwise desire to liquidate your shares.

The Common Stock has historically been sporadically traded on the OTC Pink Sheets, meaning that the number of persons interested in purchasing our shares at or near ask prices at any given time may be relatively small or non-existent. This situation is attributable to a number of factors, including the fact that we are a small company which is relatively unknown to stock analysts, stock brokers, institutional investors and others in the investment community that generate or influence sales volume, and that even if we came to the attention of such persons, they tend to be risk-averse and would be reluctant to follow an unproven company such as ours or purchase or recommend the purchase of our shares until such time as we became more seasoned and viable. As a consequence, there may be periods of several days or more when trading activity in our shares is minimal or non-existent, as compared to a seasoned issuer which has a large and steady volume of trading activity that will generally support continuous sales without an adverse effect on share price. We cannot give you any assurance that a broader or more active public trading market for our common shares will develop or be sustained, or that current trading levels will be sustained.

The market price for the Common Stock is particularly volatile given our status as a relatively unknown company with a small and thinly traded public float, limited operating history and lack of revenue, which could lead to wide fluctuations in our share price. The price at which you purchase our shares may not be indicative of the price that will prevail in the trading market. You may be unable to sell your common shares at or above your purchase price, which may result in substantial losses to you.

The market for our shares of Common Stock is characterized by significant price volatility when compared to seasoned issuers, and we expect that our share price will continue to be more volatile than a seasoned issuer for the indefinite future. The volatility in our share price is attributable to a number of factors. First, as noted above, our shares are sporadically traded. Because of this lack of liquidity, the trading of relatively small quantities of shares may disproportionately influence the price of those shares in either direction. The price for our shares could, for example, decline precipitously in the event that a large number of our shares is sold on the market without commensurate demand, as compared to a seasoned issuer which could better absorb those sales without adverse impact on its share price. Secondly, we are a speculative investment due to, among other matters, our limited operating history and lack of revenue or profit to date, and the uncertainty of future market acceptance for our potential products. As a consequence of this enhanced risk, more risk-averse investors may, under the fear of losing all or most of their investment in the event of negative news or lack of progress, be more inclined to sell their shares on the market more quickly and at greater discounts than would be the case with the securities of a seasoned issuer. The following factors may add to the volatility in the price of our shares: actual or anticipated variations in our quarterly or annual operating results; acceptance of our inventory of games; government regulations, announcements of significant acquisitions, strategic partnerships or joint ventures; our capital commitments and additions or departures of our key personnel. Many of these factors are beyond our control and may decrease the market price of our shares regardless of our operating performance. We cannot make any predictions or projections as to what the prevailing market price for our shares will be at any time, including as to whether our shares will sustain their current market prices, or as to what effect the sale of shares or the availability of shares for sale at any time will have on the prevailing market price.

Shareholders should be aware that, according to SEC Release No. 34-29093, the market for penny stocks has suffered in recent years from patterns of fraud and abuse. Such patterns include (1) control of the market for the security by one or a few broker-dealers that are often related to the promoter or issuer; (2) manipulation of prices through prearranged matching of purchases and sales and false and misleading press releases; (3) boiler room practices involving high-pressure sales tactics and unrealistic price projections by inexperienced sales persons; (4) excessive and undisclosed bid-ask differential and markups by selling broker-dealers; and (5) the wholesale dumping of the same securities by promoters and broker-dealers after prices have been manipulated to a desired level, along with the resulting inevitable collapse of those prices and with consequent investor losses. Our management is aware of the abuses that have occurred historically in the penny stock market. Although we do not expect to be in a position to dictate the behavior of the market or of broker-dealers who participate in the market, management will strive within the confines of practical limitations to prevent the described patterns from being established with respect to our securities. The occurrence of these patterns or practices could increase the volatility of our share price.

The market price of our common stock may be volatile and adversely affected by several factors.

The market price of our common stock could fluctuate significantly in response to various factors and events, including, but not limited to:

- our ability to integrate operations, technology, products and services;
- our ability to execute our business plan;
- operating results below expectations;
- our issuance of additional securities, including debt or equity or a combination thereof;
- announcements of technological innovations or new products by us or our competitors;
- loss of any strategic relationship;
- industry developments, including, without limitation, changes in healthcare policies or practices;
- economic and other external factors;
- period-to-period fluctuations in our financial results; and
- whether an active trading market in our common stock develops and is maintained.

In addition, the securities markets have from time to time experienced significant price and volume fluctuations that are unrelated to the operating performance of particular companies. These market fluctuations may also materially and adversely affect the market price of our common stock. Issuers using the Alternative Reporting standard for filing financial reports with OTC Markets are often subject to large volatility unrelated to the fundamentals of the company.

Our issuance of additional shares of Common Stock, or options or warrants to purchase those shares, would dilute your proportionate ownership and voting rights.

We are entitled under our articles of incorporation to issue up to 200,000,000 shares of Common Stock. We have issued and outstanding, as of the date of this Offering Circular, 921,500 shares of Common Stock. Our board may generally issue shares of Common Stock, preferred stock or options or warrants to purchase those shares, without further approval by our shareholders based upon such factors as our board of directors may deem relevant at that time. It is likely that we will be required to issue a large amount of additional securities to raise capital to further our development. It is also likely that we will issue a large amount of additional securities to directors, officers, employees and consultants as compensatory grants in connection with their services, both in the form of stand-alone grants or under our stock plans. We cannot give you any assurance that we will not issue additional shares of Common Stock, or options or warrants to purchase those shares, under circumstances we may deem appropriate at the time.

The elimination of monetary liability against our directors, officers and employees under our Articles of Incorporation and the existence of indemnification rights to our directors, officers and employees may result in substantial expenditures by our company and may discourage lawsuits against our directors, officers and employees.

Our Articles of Incorporation contains provisions that eliminate the liability of our directors for monetary damages to our company and shareholders. Our bylaws also require us to indemnify our officers and directors. We may also have contractual indemnification obligations under our agreements with our directors, officers and employees. The foregoing indemnification obligations could result in our company incurring substantial expenditures to cover the cost of settlement or damage awards against directors, officers and employees that we may be unable to recoup. These provisions and resultant costs may also discourage our company from bringing a lawsuit against directors, officers and employees for breaches of their fiduciary duties, and may similarly discourage the filing of derivative litigation by our shareholders against our directors, officers and employees even though such actions, if successful, might otherwise benefit our company and shareholders.

Anti-takeover provisions may impede the acquisition of our company.

Certain provisions of the Nevada General Statutes have anti-takeover effects and may inhibit a non-negotiated merger or other business combination. These provisions are intended to encourage any person interested in acquiring us to negotiate with, and to obtain the approval of, our board of directors in connection with such a transaction. However, certain of these provisions may discourage a future acquisition of us, including an acquisition in which the shareholders might otherwise receive a premium for their shares. As a result, shareholders who might desire to participate in such a transaction may not have the opportunity to do so.

We may become involved in securities class action litigation that could divert management's attention and harm our business.

The stock market in general, and the shares of early stage companies in particular, have experienced extreme price and volume fluctuations. These fluctuations have often been unrelated or disproportionate to the operating performance of the companies involved. If these fluctuations occur in the future, the market price of our shares could fall regardless of our operating performance. In the past, following periods of volatility in the market price of a particular company's securities, securities class action litigation has often been brought against that company. If the market price or volume of our shares suffers extreme fluctuations, then we may become involved in this type of litigation, which would be expensive and divert management's attention and resources from managing our business.

As a public company, we may also from time to time make forward-looking statements about future operating results and provide some financial guidance to the public markets. Our management has limited experience as a management team in a public company and as a result, projections may not be made timely or set at expected performance levels and could materially affect the price of our shares. Any failure to meet published forward-looking statements that adversely affect the stock price could result in losses to investors, stockholder lawsuits or other litigation, sanctions or restrictions issued by the SEC.

Our Common Stock is currently deemed a “penny stock,” which makes it more difficult for our investors to sell their shares.

The SEC has adopted Rule 15c-9 which establishes the definition of a “penny stock,” for the purposes relevant to us, as any equity security that has a market price of less than \$5.00 per share, subject to certain exceptions. For any transaction involving a penny stock, unless exempt, the rules require that a broker or dealer approve a person’s account for transactions in penny stocks, and the broker or dealer receive from the investor a written agreement to the transaction, setting forth the identity and quantity of the penny stock to be purchased.

In order to approve a person’s account for transactions in penny stocks, the broker or dealer must obtain financial information and investment experience objectives of the person and make a reasonable determination that the transactions in penny stocks are suitable for that person and the person has sufficient knowledge and experience in financial matters to be capable of evaluating the risks of transactions in penny stocks.

The broker or dealer must also deliver, prior to any transaction in a penny stock, a disclosure schedule prescribed by the SEC relating to the penny stock market, which, in highlight form sets forth the basis on which the broker or dealer made the suitability determination, and that the broker or dealer received a signed, written agreement from the investor prior to the transaction.

Generally, brokers may be less willing to execute transactions in securities subject to the “penny stock” rules. This may make it more difficult for investors to dispose of our Common Stock if and when such shares are eligible for sale and may cause a decline in the market value of its stock.

Disclosure also has to be made about the risks of investing in penny stocks in both public offerings and in secondary trading and about the commission payable to both the broker-dealer and the registered representative, current quotations for the securities and the rights and remedies available to an investor in cases of fraud in penny stock transactions. Finally, monthly statements have to be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stock.

As an issuer of “penny stock,” the protection provided by the federal securities laws relating to forward-looking statements does not apply to us.

Although federal securities laws provide a safe harbor for forward-looking statements made by a public company that files reports under the federal securities laws, this safe harbor is not available to issuers of penny stocks. As a result, we will not have the benefit of this safe harbor protection in the event of any legal action based upon a claim that the material provided by us contained a material misstatement of fact or was misleading in any material respect because of our failure to include any statements necessary to make the statements not misleading. Such an action could hurt our financial condition.

As an issuer not required to make reports to the Securities and Exchange Commission under Section 13 or 15(d) of the Securities Exchange Act of 1934, holders of restricted shares may not be able to sell shares into the open market as Rule 144 exemptions may not apply.

Under Rule 144 of the Securities Act of 1933 holders of restricted shares, may avail themselves of certain exemption from registration if the holder and the issuer meet certain requirements. As a company that is not required to file reports under Section 13 or 15(d) of the Securities Exchange Act, referred to as a non-reporting company, we may not, in the future, meet the requirements for an issuer under 144 that would allow a holder to qualify for Rule 144 exemptions. In such an event, holders of restricted stock would have to utilize another exemption from registration or rely on a registration statement to be filed by the Company registered the restricted stock. Currently, the Company has no plans of filing a registration statement with the Commission.

Securities analysts may elect not to report on our Common Stock or may issue negative reports that adversely affect the stock price.

At this time, no securities analysts provide research coverage of our Common Stock, and securities analysts may not elect to provide such coverage in the future. It may remain difficult for our company, with its small market capitalization, to attract independent financial analysts that will cover our Common Stock. If securities analysts do not cover our Common Stock, the lack of research coverage may adversely affect the stock's actual and potential market price. The trading market for our Common Stock may be affected in part by the research and reports that industry or financial analysts publish about our business. If one or more analysts elect to cover our company and then downgrade the stock, the stock price would likely decline rapidly. If one or more of these analysts cease coverage of our company, we could lose visibility in the market, which, in turn, could cause our stock price to decline. This could have a negative effect on the market price of our Common Stock.

We have not paid cash dividends in the past and do not expect to pay cash dividends in the foreseeable future. Any return on investment may be limited to the value of our Common Stock.

We have never paid cash dividends on our capital stock and do not anticipate paying cash dividends on our capital stock in the foreseeable future. The payment of dividends on our capital stock will depend on our earnings, financial condition and other business and economic factors affecting us at such time as the board of directors may consider relevant. If we do not pay dividends, our Common Stock may be less valuable because a return on your investment will only occur if the Common Stock price appreciates.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

We make forward-looking statements under the “Summary,” “Risk Factors,” “Business,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and in other sections of this Offering Circular. In some cases, you can identify these statements by forward-looking words such as “may,” “might,” “should,” “expect,” “plan,” “anticipate,” “believe,” “estimate,” “predict,” “potential” or “continue,” and the negative of these terms and other comparable terminology. These forward-looking statements, which are subject to known and unknown risks, uncertainties and assumptions about us, may include projections of our future financial performance based on our growth strategies and anticipated trends in our business. These statements are only predictions based on our current expectations and projections about future events. There are important factors that could cause our actual results, level of activity, performance or achievements to differ materially from the results, level of activity, performance or achievements expressed or implied by the forward-looking statements. In particular, you should consider the numerous risks and uncertainties described under “Risk Factors.”

While we believe we have identified material risks, these risks and uncertainties are not exhaustive. Other sections of this Offering Circular describe additional factors that could adversely impact our business and financial performance. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible to predict all risks and uncertainties, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

Although we believe the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, level of activity, performance or achievements. Moreover, neither we nor any other person assumes responsibility for the accuracy or completeness of any of these forward-looking statements. You should not rely upon forward-looking statements as predictions of future events. We are under no duty to update any of these forward-looking statements after the date of this Offering Circular to conform our prior statements to actual results or revised expectations, and we do not intend to do so.

Forward-looking statements include, but are not limited to, statements about:

- our business’ strategies and investment policies;
- our business’ financing plans and the availability of capital;
- potential growth opportunities available to our business;
- the risks associated with potential acquisitions by us;
- the recruitment and retention of our officers and employees;
- our expected levels of compensation;
- the effects of competition on our business; and
- the impact of future legislation and regulatory changes on our business.

We caution you not to place undue reliance on the forward-looking statements, which speak only as of the date of this Offering Circular.

USE OF PROCEEDS

The following Use of Proceeds is based on estimates made by management. The Company planned the Use of Proceeds after deducting estimated offering expenses estimated to be \$. Management prepared the milestones based on three levels of offering raise success: 25% of the Maximum Offering proceeds raised (5,000,000), 50% of the Maximum Offering proceeds raised (\$10,000,000), 75% of the Maximum Offering proceeds raised (\$15,000,000) and the Maximum Offering proceeds raised of \$ 20,000,000_ through the offering. The costs associated with operating as a public company are included in all our budgeted scenarios and management is responsible for the preparation of the required documents to keep the costs to a minimum.

Although we have no minimum offering, we have calculated used of proceeds such that if we raise 25% of the offering is budgeted to sustain operations for a twelve-month period. 25% of the Maximum Offering is sufficient to keep the Company current with its public listing status costs with prudently budgeted funds remaining which will be sufficient to complete the development of our marketing package. If the Company were to raise 50% of the Maximum Offering, then we would be able to expand our marketing outside the US. Raising the Maximum Offering will enable the Company to implement our full business. If we begin to generate profits, we plan to increase our marketing and sales activity accordingly.

The Company intends to use the proceeds from this offering as follows:

	If 25% of the Offering is Raised	If 50% of the Offering is Raised	If 75% of the Offering is Raised	If 100% of the Offering is Raised
Cost of the Offering	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Net Proceeds	\$4,900,000.00	\$ 9,900,000.00	\$14,900,000.00	\$19,900,000.00
Wages	\$ 572,000.00	\$ 1,144,000.00	\$ 1,500,000.00	\$ 2,000,000.00
Software & Computers	\$ 75,000.00	\$ 150,000.00	\$ 225,000.00	\$ 275,000.00
Property Acquisition and Development Costs	\$2,500,000.00	\$ 2,500,000.00	\$ 2,991,000.00	\$ 4,000,000.00
E-Commerce Infrastructure Cost (warehousing and server farms)	\$ 500,000.00	\$ 1,300,000.00	\$ 2,800,000.00	\$ 3,000,000.00
Brand Rights, and Manufacturing costs	\$ 500,000.00	\$ 2,500,000.00	\$ 4,000,000.00	\$ 5,800,000.00
Debt Repayment (1)	\$ 120,000.00	\$ 564,000.00	\$ 564,000.00	\$ 1,075,000.00
Administrative and Legal	\$ 40,000.00	\$ 120,000.00	\$ 120,000.00	\$ 250,000.00
Sales and Marketing	\$ 121,000.00	\$ 242,000.00	\$ 300,000.00	\$ 500,000.00
Working Capital	\$ 572,000.00	\$ 1,480,000.00	\$ 2,500,000.00	\$ 3,000,000.00
TOTAL	\$5,000,000.00	\$10,000,000.00	\$15,000,000.00	\$20,000,000.00

DIVIDEND POLICY

We have not declared or paid any dividends on our Common Stock. We intend to retain earnings for use in our operations and to finance our business. Any change in our dividend policy is within the discretion of our board of directors and will depend, among other things, on our earnings, debt service and capital requirements, restrictions in financing agreements, if any, business conditions, legal restrictions and other factors that our board of directors deems relevant.

DILUTION

Purchasers of our Common Stock in this offering will experience an immediate dilution of net tangible book value per share from the public offering price. Dilution in net tangible book value per share represents the difference between the amount per share paid by the purchasers of shares of Common Stock and the net tangible book value per share immediately after this offering.

The following table sets forth the estimated net tangible book value per share after the offering and the dilution to persons purchasing Common Stock based on the foregoing minimum and maximum offering assumptions based on an offering price of \$1.00 per share. The numbers are based on the total issued and outstanding shares of Common Stock as of December 23, 2020 and the balance sheet as of September 30, 2020.

	25%	50%	75%	100%
Net Value	\$ 5,732,638.00	\$10,732,638.00	\$15,732,638.00	\$20,732,638.00
# Total Shares	512,921,500	1,012,921,500	1,512,921,500	2,012,921,500
Net Book Value Per Share	\$ 0.0112	\$ 0.0106	\$ 0.0104	\$ 0.0103
Increase in NBV/Share	\$ (0.0455)	\$ (0.0461)	\$ (0.0463)	\$ (0.0464)
Dilution to new shareholders	\$ (0.0012)	\$ (0.0006)	\$ (0.0004)	\$ (0.0003)
Percentage Dilution to New	(11.76)%	(5.96)%	(3.99)%	(3.00)%

The following table sets forth the estimated net tangible book value per share after the offering and the dilution to persons purchasing Common Stock based on the foregoing minimum and maximum offering assumptions based on an offering price of \$0.01 per share. The numbers are based on the total issued and outstanding shares of Common Stock as of December 23, 2020 and the balance sheet as of September 30, 2020.

	25%	50%	75%	100%
Net Value	\$ 5,732,638.00	\$10,732,638.00	\$15,732,638.00	\$20,732,638.00
# Total Shares	512,921,500	1,012,921,500	1,512,921,500	2,012,921,500
Net Book Value Per Share	\$ 0.0112	\$ 0.0106	\$ 0.0104	\$ 0.0103
Increase in NBV/Share	\$ (0.0455)	\$ (0.0461)	\$ (0.0463)	\$ (0.0464)
Dilution to new shareholders	\$ (0.0012)	\$ (0.0006)	\$ (0.0004)	\$ (0.0003)
Percentage Dilution to New	(11.76)%	(5.96)%	(3.99)%	(3.00)%

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion of our financial condition and results of operations should be read in conjunction with the unaudited financial statements and the notes thereto of the Company included in this Offering Circular. The following discussion contains forward-looking statements. Actual results could differ materially from the results discussed in the forward-looking statements. See "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements" above.

Revenues

During the years ended December 31, 2019 and December 31, 2018 we generated \$488,272 and \$452,648 of revenues, respectively. During the nine months ended September 30, 2020 and September 30, 2019 we generated \$560,512 and \$369,630 of revenue, respectively.

Operating Expenses

Direct cost of revenues during the year ended December 31, 2019 amounted to \$241,078 compared to \$210,677 for the year ended December 31, 2018. Our direct costs were generally associated with warranty claims paid.

For the nine months ended September 30, 2020 direct costs of revenue was \$317,527 compared to \$216,737 for the ninemonths ended September 30, 2019 associated with warranty claims paid.

Net Loss

As a result of the foregoing, during the year ended December 31, 2019, we recorded a net loss of \$70,667 compared to net income of \$19,900 for the year ended December 31, 2018.

Our net income for the nine months ended September 30, 2020 was \$242,985 compared to net income of \$152,893 for the nine months ended September 30, 2019.

Operating Activities

During the year ended December 31, 2019, we used \$72,830 in operating activities. During the year ended December 31, 2018, we used \$86,493 of cash in operating activities.

For the nine months ended September 30, 2020, we generated \$426,946 in operating activities as compared to cash provided of \$26,019 for the nine months ended September 30, 2019.

Investing Activities

For the year ended December 31, 2019 and December 31, 2018 we used no cash in investing activities.

During the nine months ended September 30, 2020 and September 30, 2019 we used no cash in investing activities.

Financing Activities

During the year ended December 31, 2019, financing activities provided \$105,548 primarily through issuance of common stock of \$120,000 and the repayment of notes payable of \$14,452. For the year ended December 31, 2018 financing activities generated \$75,500 from the issuance of notes payable from related parties.

For the nine months ended June 30, 2020 financing activities used \$166,533 primarily through the issuance of common stock issued at a discount as compared to using \$15,723 for the nine months ended September 30, 2019 which was comprised of \$15,723 for distributions to shareholders.

Going Concern

The Company's continuation as a going concern is dependent on its ability to generate sufficient cash flows from operations to meet its obligations, in which it has not been successful, and/or obtaining additional financing from its shareholders or other sources, as may be required.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern; however, the above condition raises substantial doubt about the Company's ability to do so. The consolidated financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classifications of liabilities that may result should the Company be unable to continue as a going concern.

Management is endeavoring to increase revenue-generating operations. While priority is on generating cash from operations through the sale of the Company's products, management is also seeking to raise additional working capital through various financing sources, including the sale of the Company's equity and/or debt securities, which may not be available on commercially reasonable terms if at all. If such financing is not available on satisfactory terms, we may be unable to continue our business as desired and our operating results will be adversely affected. In addition, any financing arrangement may have potentially adverse effects on us and/or our stockholders. Debt financing (if available and undertaken) will increase expenses, must be repaid regardless of operating results and may involve restrictions limiting our operating flexibility. If we issue equity securities to raise additional funds, the percentage ownership of our existing stockholders will be reduced, and the new equity securities may have rights, preferences or privileges senior to those of the current holders of our common stock.

Unregistered Sales of Equity Securities and Use of Proceeds

On December 28, 2020, the Company issued 12,000,000 shares to its management as founders of the new business operations at par value.

On June 13, 2019, the Company issued 600,000,000 shares of common stock (pre reverse stock split) to Raymond MacKay for services rendered for our subsidiary

Critical Accounting Policies and Estimates

Our financial statements and related public financial information are based on the application of generally accepted accounting principles in the United States ("GAAP"). GAAP requires the use of estimates, assumptions, judgments and subjective interpretations of accounting principles that have an impact on the assets, liabilities, revenues and expense amounts reported. These estimates can also affect supplemental information contained in our external disclosures including information regarding contingencies, risk and financial condition. We believe our use of estimates and underlying accounting assumptions adhere to GAAP and are consistently and conservatively applied. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. Actual results may differ materially from these estimates under different assumptions or conditions. We continue to monitor significant estimates made during the preparation of our financial statements.

Our significant accounting policies are summarized in Note 2 of our financial statements. While all of these significant accounting policies impact our financial condition and results of operations, we view certain of these policies as critical. Policies determined to be critical are those policies that have the most significant impact on our financial statements and require management to use a greater degree of judgment and estimates. Actual results may differ from those estimates. Our management believes that given current facts and circumstances, it is unlikely that applying any other reasonable judgments or estimate methodologies would cause a material effect on our results of operations, financial position or liquidity for the periods presented in this report.

We recognize revenue on arrangements in accordance with FASB ASC No. 605, "Revenue Recognition". In all cases, revenue is recognized only when the price is fixed and determinable, persuasive evidence of an arrangement exists, the service is performed and collectability of the resulting receivable is reasonably assured.

Use of estimates

The preparation of the unaudited financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates. Significant estimates during the year ended December 31, 2019 and the quarter ended September 30, 2020 include the useful lives of website development cost, beneficial conversion of convertible notes payable, the valuation of derivative liabilities and the valuation of stock-based compensation.

Revenue recognition

The Company follows ASC 605-10 "Revenue Recognition" and recognizes revenue when all the conditions for revenue recognition are met: (i) persuasive evidence of an arrangement exists, (ii) collection of the fee is probable, (iii) the sales price is fixed and determinable and (iv) services have been rendered.

The Company reports its revenue at gross amounts in accordance with ASC 605-45 "Principal Agent Considerations" because it is responsible for fulfillment of the service, has substantial latitude in setting price, assumes the credit risk and it is responsible for the payment of all obligations incurred for legal and debt collection fees. The Company bears the credit risks if it does not collect the settlement fees and will be responsible to pay for fees including, but not limited to, court filing fees, collection fees, travel costs, deposition reporter, video, and transcript fees, expert fees and expenses, investigation costs, messenger and process service fees, computer-assisted legal research fees, document duplication and/or imaging expenses, electronic-data vendor fees, and any fees or costs that a court may order to pay to a party or third party.

Legal Matters

The Company has no pending legal matters at this time. However, as warranty provider, we do, from time to time, become parties to legal claims regarding denials of claims.

BUSINESS

This Offering Circular includes market and industry data that we have developed from publicly available information; various industry publications and other published industry sources and our internal data and estimates. Although we believe the publications and reports are reliable, we have not independently verified the data. Our internal data, estimates and forecasts are based upon information obtained from trade and business organizations and other contacts in the market in which we operate and our management's understanding of industry conditions.

As of the date of the preparation of this Offering Circular, these and other independent government and trade publications cited herein are publicly available on the Internet without charge. Upon request, the Company will also provide copies of such sources cited herein.

Company Overview

MHHC Enterprises, Inc., (the "Company") is a diversified holding company whose core businesses are presently composed of two subsidiaries, MHHC Warranty and Services, Inc. and MHHC Reinsurance, Inc.

The Company's current primary revenues are generated through the sale of extended services contracts ("ESC") sold through more than 1,000 retail locations in the United States and online over various ecommerce websites and portals. It's ESC's warranty services provide original equipment manufacturers ("OEM") customers with extended warranties for consumer electronics and other related products that are supported with help desk and other warranty administration support. The Company's clients currently include OEM's, retailers, underwriters and third-party administrators ("TPA's").

In an effort to accelerate the growth of the Company's ESC services, the Company is currently undertaking an expansion strategy to develop, build, license and acquire an online ecommerce platform and websites that will allow it to sell products that are directly linked with its ESC warranty services, in a streamlined easy to use customer focused process.

Through a new wholly owned subsidiary, Ombli, Inc., the Company shall develop, build, license and/or acquire ecommerce technologies that link products, either purchased and or under reselling or other agreements, with its ESC warranty services.

Company History

MHHC Enterprises, Inc (the "Company") was incorporated in Nevada on February 6, 2004 as Aquagen International, Inc. On July 7, 2005, the Company changed its name to Hoodia International, Inc., and on March 19, 2008 it changed its name to Oceanic Research and Recovery, Inc. In early 2016, the Company was placed into custodianship by the courts of Nevada under a cause of action brought by shareholders as management had abandoned the Company. In August of 2017, the Company acquired/merged with McCusker & Company, Inc., changing the name of the Company to McCusker Holdings, Inc. The Company began operations providing product warranties direct to consumers. After the management team was replaced by Frank Hawley, our current CEO, the Company changed its name to MHHC Enterprises, Inc. in August of 2019.

Our Strategy

The Company currently works with various OEM's, retailers, underwriters, and TPA's either through retail outlets or through various ecommerce websites and portals. It is the Company's strategy to build, develop, and/or acquire technologies that will allow it to launch ecommerce portals and/or websites that will streamline the integration of its ESC warranty services with a cloud based platform that offers products that it may license, acquire, manage, or otherwise offer, with a linked ESC warranty service. In developing, building, and integrating the technology to link its ESC warranty services with those other products, the Company believes it can leverage its current ESC warranty services and expand its reach, while developing other revenue streams.

In addition to capturing additional ESC warranty services, the development of new ecommerce portals and/or websites will additionally allow the company to expand into cloud based product sales and other related services. The Company believes that by expanding and selling additional products through ecommerce activities online that it can both enhance its customer reach, develop and link complementary services, expand its technological knowledge that will allow the Company to stay competitive and relevant in a fast pace changing marketplace that is quickly adopting new technologies and strategies, and quickly build critical mass in support of creating a sustainable corporate enterprise that can defend, endure, and thrive in the current evolving marketplace. A marketplace that requires the skills and knowledge of how to operate and sell to customers virtually in a cloud based environment.

Industry and Competitor Overview

The Company's two distinct industries and its competitors within both its ESC Warranties business and proposed ecommerce linked expansion marketplace encompass a large variety of product types, service offerings, and delivery channels. The worldwide marketplace in which we intend to compete is evolving rapidly and intensely competitive. We will face a broad array of competitors from many different industry sectors around the world. We believe that the principal competitive factors in our businesses will include selection, price, and convenience, including fast and reliable fulfillment. Additional competitive factors will include the quality, speed, and reliability of our services and tools, as well as customers' ability and willingness to change business practices. Some of our current and potential competitors have greater resources, longer histories, more customers, greater brand recognition, and greater control over inputs critical to our business. They may secure better terms from suppliers, adopt more aggressive pricing, pursue restrictive distribution agreements that restrict our access to supply, direct consumers to their own offerings instead of ours, lock-in potential customers with restrictive terms, and devote more resources to technology, infrastructure, fulfillment, and marketing. The Internet facilitates competitive entry and comparison shopping, which enhances the ability of new, smaller, or lesser-known businesses to compete. Our business is also subject to rapid change and the development of new business models and the entry of new and well-funded competitors. Other companies also may enter into business combinations or alliances that strengthen their competitive positions. We intend to use our flexibility and our subject matter expertise to adroitly adapt our ESC Warranty knowledge and integrate our current offerings with new ecommerce offerings that may allow us to differentiate ourselves from our competitors. We believe that this linked set of new offerings shall be enhanced by the opportunities offered from the rapidly evolving ecommerce marketplace.

Our specific industry and competitor overview in the ESC Warranties and Ecommerce marketplace is as follows:

ESC Warranties

Extended Warranty refers to any extension of manufacturer's warranty offered at the point of sale of products. It is also known as service contract/agreement and the cover only commences on completion of the original warranty. The market for extended warranty service is relatively fragment, the major players including Asurion, American International Group (AIG), Assurant, Allstate (SquareTrade), Amtrust, American Home Shield, Ally Financial, Allianz Global Assistance, Automobile Protection Corporation (APCO), Endurance Warranty Services, CarShield, CARCHEX, Corporate Warranties India and so on. The top 5 players, namely Asurion, American International Group (AIG), Assurant, Allstate (SquareTrade) and Amtrust, account for more than 17% global market share in value in 2019. The global extended warranty service market size is projected to reach USD 134,120 million by 2026, from USD 94,660 million in 2020, at a CAGR of 6.0% during 2021-2026.

Ecommerce (or electronic commerce) is the buying and selling of goods (or services) on the internet. It encompasses a wide variety of data, systems, and tools for online buyers and sellers including mobile shopping and online payment encryption. There are four traditional types of ecommerce, including Business to Consumer (“B2C”), Business to Business (“B2B”), Consumer to Business (“C2B”) and Consumer to Consumer (“C2C”). There is also Business to Government (“B2G”), but that is often lumped into B2B. The global retail e-commerce market size was valued at USD 4.25 trillion in 2019 and is expected to grow at a compound annual growth rate (CAGR) of 9.4% from 2020 to 2027. Increasing usage of smartphones and the convenience of purchasing daily essentials and luxury products from the comfort of home is primarily driving the growth. Moreover, the availability of a plethora of options, lower price compared to physical stores, and technology-enabled online trials of apparel and accessory are some of the other factors contributing to the burgeoning demand for retail e-commerce across the world. Additionally, the internet has revolutionized the retail industry by increasing the reach of retailers from the local area to overseas, allowing the business to reach the expediency of customer and increasing the cross-broader success. The prominent vendors competing in the market include Alibaba Group Holding Ltd, Amazon.com Inc.; Inter IKEA Systems B.V.; and Walmart Inc., but given the market’s size and breadth is made up of a very large number of small to large competitors. Companies within the marketplace are undergoing rapid and evolutionary changes in how they compete and work together. The companies are offering affordable products to cater to the demand for various goods such as grocery, office supplies, art supplies, footwear, and apparel and accessories among others. Moreover, the companies selling through ecommerce have opted for organic and inorganic growth strategies to strengthen their market position. For instance, in May 2019, the e-commerce platform Shopify acquired a New York-based wholesale good selling platform called “Handshake” to expand its service and product portfolio. Furthermore, in March 2020, IKEA partnered with Alibaba to open IKEA’s virtual store on Alibaba e-commerce platform called Tmall, which will help in reaching customers of China. The companies are utilizing ecommerce platforms and website are engaging in partnerships, mergers, and acquisitions, aiming to strengthen their product portfolio, improve their reach with a better chain across the countries and regions. For instance, In June 2018, IKEA partnered with Adidas, Lego, and Sonos to expand its product portfolio. Also, in May 2018, Walmart acquired Flipkart to expand its reach in the market, while maintaining the Flipkart brand to remain distinct from that of Walmart. Furthermore, in December 2018, Walmart entered into a partnership with Walmart under its revamping strategy to open its first eCommerce store in Japan. The company is strengthening its market position while competing at a global level with giants such as Alibaba and Amazon. The industry and the competitor profile is made up of an ever growing number of players that are developing and evolving new products and solutions that offer large growth opportunities among its participants.

Government Regulation

We are and given our plans to expand further into ecommerce subject to general business regulations and laws, as well as regulations and laws specifically governing the Internet, physical, e-commerce, and omnichannel retail, digital content, web services, electronic devices, artificial intelligence technologies and services, and other products and services that we currently or may offer to sell in the future. These regulations and laws cover taxation, privacy, data protection, copyrights, electronic device certification, electronic contracts and other communications, consumer protection, web services, the provision of online payment services, registration, licensing, and information reporting requirements, the design and operation of websites, the characteristics, legality, and quality of products and services, product labeling and other matters. It is not clear how existing laws governing issues such data protection, and personal privacy apply to aspects of our operations such as the Internet, e-commerce, digital content, web services, electronic devices, and artificial intelligence technologies and services.

Employees

As of September 30, 2020, the Company currently has two full time employees and 1 part time.

Property

The Company’s primary office, assets and operational headquarters at 400 Union St SE Suite 200 in Olympia, WA.

MANAGEMENT

Directors of the corporation are elected by the stockholders to a term of one year and serve until a successor is elected and qualified. Officers of the corporation are appointed by the Board of Directors to a term of one year and serves until a successor is duly appointed and qualified, or until he or she is removed from office. The Board of Directors has no nominating, auditing or compensation committees. The Board of Directors also appointed our officers in accordance with the Bylaws of the Company, and per employment agreements negotiated between the Board of Directors and the respective officer. C. Officers listed herein are employed at the whim of the Directors and state employment law, where applicable.

The name, address, age and position of our officer and director is set forth below:

Name	Age	First Year as a Director or officer	Office(s) held
Frank Hawley	64	2017	Director, CEO
Raymond MacKay	64	2018	Director

The term of office of each director of the Company ends at the next annual meeting of the Company's stockholders or when such director's successor is elected and qualifies. No date for the next annual meeting of stockholders is specified in the Company's bylaws or has been fixed by the Board of Directors. The term of office of each officer of the Company ends at the next annual meeting of the Company's Board of Directors, expected to take place immediately after the next annual meeting of stockholders, or when such officer's successor is elected and qualifies.

Directors are entitled to reimbursement for expenses in attending meetings but receive no other compensation for services as directors. Directors who are employees may receive compensation for services other than as director. No compensation has been paid to directors for services.

Biographical Information*Frank Hawley - Director/CEO*

Frank Hawley brings years of leadership and executive management experience to his role as Chief Executive Officer of MHHC Enterprises, Inc. He formerly served as a Policy and Budget Manager for a governmental agency in Washington where he was an executive level senior policy advisor for strategic statewide policy issues. He focused on leading his team to consistently managing key initiatives, planning and strategic decisions. His tenured experience includes developing, implementing, and managing multi-million-dollar operating budgets. Prior to that, he also served as a Licensing Division Manager where he had oversight of key compliance, licensing, and policy issues. He oversaw leading a team of 30 team members while strategically allocating scarce resources and prioritizing business initiatives for organizational success. His extensive accomplishments include the mechanization of many financial and point-of-sales transaction that reduce overhead, streamlined the collection of \$100-million in revenues, and established a 600-point of sales agent network for the State. Mr. Hawley also has had an extensive management career at AT&T working at corporate headquarters in operations, engineering, in addition too regional sales and marketing. During his career with the Fortune 100 firm, he had experience developing and implementing complex computer telephony integrated networks for large and complex global enterprises.

Raymond MacKay was raised in South Carolina where he attended and graduated from Furman University with a Bachelor of Arts degree in 1978. Later he graduated from the University of South Carolina Law School with a Juris Doctorate degree in 1982. He has worked his entire career as primarily a sole practitioner focusing on trial work as well as corporate work in Anderson, South Carolina. Besides maintaining his general law practice he also served as Assistant Solicitor for the Tenth Judicial Circuit of South Carolina and also as Municipal Court Judge for the City of Anderson, SC. He has served on the Board of Directors for MHC Enterprises since 2018.

Executive Compensation

Name	Capacity in which Compensation was received (1)	Cash Compensation (\$)	Other Compensation (\$)	Total Compensation (\$)
Frank Hawley	CEO/President	74,702	0	74,702
Raymond MacKay	Subsidiary CEO	56,777	0	56,777
TOTALS		131,479		131,479

(1) Year to date compensation.

RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

There are no related party transactions to report.

PRINCIPAL STOCKHOLDERS

The following table sets forth information as to the shares of Common Stock beneficially owned as of December 22, 2020, by (i) each person known to us to be the beneficial owner of more than 5% of our Common Stock; (ii) each Director; (iii) each Executive Officer; and (iv) all of our Directors and Executive Officers as a group. Unless otherwise indicated in the footnotes following the table, the persons as to whom the information is given had sole voting and investment power over the shares of Common Stock shown as beneficially owned by them. Beneficial ownership is determined in accordance with Rule 13d-3 under the Exchange Act, which generally means that shares of Common Stock subject to options currently exercisable or exercisable within 60 days of the date hereof are considered to be beneficially owned, including for the purpose of computing the percentage ownership of the person holding such options, but are not considered outstanding when computing the percentage ownership of each other person. The footnotes below indicate the amount of unvested options for each person in the table. None of these unvested options vest within 60 days of the date hereof.

Shareholder	Class of Stock	No. of Shares	% of Class	Voting Rights	% of Voting Rights	% Voting Rights After Offering
Frank Hawley	Series A Preferred(1)	250,000	50.00	13,185,204	25.50	25.50
	Common Stock	6,213,649	48.09	6,213,649	23.56	9.25
Raymond MacKay	Series A Preferred(1)	250,000	50.00	13,185,204	25.50	25.50
	Common Stock	6,125,946	47.41	6,125,946	23.23	9.12
All Officers and Directors				38,710,003	97.79	69.37

DESCRIPTION OF CAPITAL

The following summary is a description of the material terms of our capital stock and is not complete. You should also refer to our articles of incorporation, as amended and our bylaws, as amended, which are included as exhibits to the registration statement of which this Offering Circular forms a part.

Common Stock

Voting

Each holder of our Common Stock is entitled to one vote for each share of Common Stock held on all matters submitted to a vote of stockholders. Any action at a meeting at which a quorum is present will be decided by a majority of the votes cast. Cumulative voting for the election of directors is not permitted.

Dividends

Holders of our Common Stock are entitled to receive dividends when, as and if declared by our Board of Directors out of funds legally available for payment, subject to the rights of holders, if any, of our preferred stock. Any decision to pay dividends on our Common Stock will be at the discretion of our Board of Directors. Our Board of Directors may or may not determine to declare dividends in the future. See "Dividend Policy." The Board's determination to issue dividends will depend upon our profitability and financial condition, and other factors that our Board of Directors deems relevant.

Liquidation Rights

In the event of a voluntary or involuntary liquidation, dissolution or winding up of our company, the holders of our Common Stock will be entitled to share ratably on the basis of the number of shares held in any of the assets available for distribution after we have paid in full all of our debts and after the holders of all outstanding preferred stock, if any, have received their liquidation preferences in full.

Series A Preferred Stock

We have designated 500,000 shares of Series A Preferred Stock, par value \$0.0001, of which we currently have 500,000 shares issued and outstanding.

Voting

Except as otherwise provided herein or by law, the shares of the Series A Preferred Stock shall be entitled to vote with the shares of the Company's Common Stock at any annual or special meeting of the stockholders of the Company. Together, collectively and in their entirety, all Holders of Series A Preferred Stock shall have voting rights equal to exactly fifty-one percent (51%) of all voting rights available at the time of any vote. The Holders of Series A Preferred Stock, through the ownership of this Series A Preferred Stock, have the voting power to act on behalf of the Company, to call a special meeting of the shareholders, to remove and/or replace the Board of Directors or management or any individual members thereof in the event that one or more of the foregoing has done, or failed to do, anything which, in his sole judgment, will materially and adversely impact the business of the Company in any manner whatsoever, including, but not limited to, any violations of any state or federal securities laws, or any action which could cause the bankruptcy, dissolution, or other termination of the Company.

Conversion Rights

The Series A Preferred Stock have no conversion rights.

Liquidation Rights

Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary (a "Liquidation"), the holders shall be entitled to receive out of the assets of the Company whether such assets are capital or surplus, for each share of Preferred Stock an amount equal to the holder's pro rata share of the assets and funds of the Company to be distributed, less any amount of indebtedness of the Company, and if the assets of the Company shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the holders shall be distributed among the holders ratably in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full.

Limitations on Liability and Indemnification of Officers and Directors

Nevada law authorizes corporations to limit or eliminate (with a few exceptions) the personal liability of directors to corporations and their stockholders for monetary damages for breaches of directors' fiduciary duties as directors. Our articles of incorporation and bylaws include provisions that eliminate, to the extent allowable under Nevada law, the personal liability of directors or officers for monetary damages for actions taken as a director or officer, as the case may be. Our articles of incorporation and bylaws also provide that we must indemnify and advance reasonable expenses to our directors and officers to the fullest extent permitted by [state of inc] law. We are also expressly authorized to carry directors' and officers' insurance for our directors, officers, employees and agents for some liabilities. We currently maintain directors' and officers' insurance covering certain liabilities that may be incurred by directors and officers in the performance of their duties

The limitation of liability and indemnification provisions in our articles of incorporation and bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duty. These provisions may also have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. In addition, your investment may be adversely affected to the extent that, in a class action or direct suit, we pay the costs of settlement and damage awards against directors and officers pursuant to the indemnification provisions in our articles of incorporation and bylaws.

There is currently no pending litigation or proceeding involving any of directors, officers or employees for which indemnification is sought.

Transfer Agent

Our transfer agent is Transfer Online, Inc. with offices 512 SE Salmon Street, Portland, OR 97214. They can be found online at: www.transferonline.com. Transfer Online is duly registered with the Securities and Exchange Commission.

SHARE ELIGIBLE FOR FUTURE SALE

Future sales of substantial amounts of our Common Stock in the public market after this offering could adversely affect market prices prevailing from time to time and could impair our ability to raise capital through the sale of our equity securities. We are unable to estimate the number of shares of Common Stock that may be sold in the future.

Upon the successful completion of this offering, we will have 32,921,500 outstanding shares of Common Stock if we complete the maximum offering hereunder. All of the shares sold in this offering will be freely tradable without restriction under the Securities Act unless purchased by one of our affiliates as that term is defined in Rule 144 under the Securities Act, which generally includes directors, officers or 5% stockholders.

Rule 144

Shares of our Common Stock held by any of our affiliates, as that term is defined in Rule 144 of the Securities Act, may be resold only pursuant to further registration under the Securities Act or in transactions that are exempt from registration under the Securities Act. In general, under Rule 144 as currently in effect, any of our affiliates would be entitled to sell, without further registration, within any three-month period a number of shares that does not exceed the greater of:

- 1% of the number of shares of Common Stock then outstanding, which will equal about 329,215 shares if fully subscribed; or
- the average weekly trading volume of the unrestricted Common Stock during the four calendar weeks preceding the filing of a Form 144 with respect to the sale.

Sales under Rule 144 by our affiliates will also be subject to manner of sale provisions and notice requirements and to the availability of current public information about us.

PLAN OF DISTRIBUTION

The Offering will be sold by our officers and directors.

This is a self-underwritten offering. This Offering Circular is part of an exemption under Regulation A that permits our officers and directors to sell the Shares directly to the public in those jurisdictions where the Offering Circular is approved, with no commission or other remuneration payable for any Shares sold. There are no plans or arrangements to enter into any contracts or agreements to sell the Shares with a broker or dealer. After the qualification by the Commission and acceptance by those states where the offering will occur, the Officer and Directors intends to advertise through personal contacts, telephone, and hold investment meetings in those approved jurisdictions only. We do not intend to use any mass-advertising methods such as the Internet or print media. Officers and Directors will also distribute the Offering Circular to potential investors at meetings, to their business associates and to his friends and relatives who are interested the Company as a possible investment, so long as the offering is in accordance with the rules and regulations governing the offering of securities in the jurisdictions where the Offering Circular has been approved. In offering the securities on our behalf, the Officers and Directors will rely on the safe harbor from broker dealer registration set out in Rule 3a4-1 under the Securities Exchange Act of 1934.

Terms of the Offering

The Company is offering on a best-efforts, self-underwritten basis a maximum of 20,000,000 shares of its Common Stock. The Company will determine a final offer price within 2 days of Qualification which shall be between \$0.01 and \$1.00 totaling 20,000,000 shares.

The Company is offering, on a best-efforts, self-underwritten basis, a maximum of 400,000,000 shares of its Common Stock at a fixed price to be determined upon qualification of the Form 1-A filing. The price shall be fixed for the duration of the offering, unless an amendment is properly filed with the Commission. There is no minimum investment required from any individual investor. The shares are intended to be sold directly through the efforts of our officers and directors. The shares are being offered for a period not to exceed 360 days. The offering will terminate on the earlier of: (i) the date when the sale of all shares is completed, or (ii) 360 days from the effective date of this document. For more information, see the section titled "Plan of Distribution" and "Use of Proceeds" herein.

VALIDITY OF COMMON STOCK

The validity of the securities offered hereby will be passed upon by Eilers Law Group, P.A.

EXPERTS

None

REPORTS

As a Tier 1, Regulation A filer, we are not required to file any reports.

PART III EXHIBITS**EXHIBIT INDEX**

Exhibit No.	Document Title	Date of File
2.1	Articles of Incorporation	02/01/2004
2.2	Bylaws	N/A
2.3	Certificate of Designation	02/06/2004
2.4	Certificate of Amendment	11/23/2004
2.5	Certificate of Amendment	07/07/2005
2.6	Certificate of Amendment	03/19/2008
2.7	Certificate of Amendment	04/09/2010
2.8	Certificate of Amendment by Custodian	10/17/2016
2.9	Amended and Restated Articles	10/17/2016
2.10	Certificate of Amendment	03/13/2017
2.11	Certificate of Amendment	03/21/2017
2.12	Certificate of Amendment	04/06/2017
2.13	Certificate of Amendment	06/14/2017
2.14	Certificate of Amendment	08/22/2017
2.15	Certificate of Correction	11/01/2017
2.16	Certificate of Amendment	08/16/2018
2.17	Certificate of Designation	04/25/2019
2.18	Amended and Restated Articles	09/26/2020
2.19	Certificate of Change Pursuant to NRS 78.209 (stock split)	09/23/2020
4.1	Subscription Agreement	N/A
7.1	Articles of Merger (incl. plan of merger)	06/15/2017
12.1	Consent of Issuer's Counsel	N/A

SIGNATURES

Pursuant to the requirements of Regulation A, the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form 1-A and has duly caused this offering statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Olympia, Washington on this 7th day of January 2021.

By: /s/ Frank Hawley
Frank Hawley
Chief Executive Officer
Principal Financial Officer
Principal Accounting Officer

This offering statement has been signed by the following persons in the capacities and on the dates indicated.

By: /s/ Frank Hawley
Frank Hawley
Director

By: /s/ Raymond MacKay
Raymond MacKay
Director

INDEX TO FINANCIAL STATEMENTS**MHHC Enterprises, Inc.**Financial Statements

Balance Sheet as of December 31, 2019 and December 31, 2018	F-1
Statements of Operations for the year ended December 31, 2019, and December 31, 2018	F-2
Statements of Cash Flows for the year ended December 31, 2019, and December 31, 2018	F-3
Statement of Change in Shareholders' Deficit for the year ended December 31, 2019	F-4
Notes to the Financial Statements for the years ended December 31, 2019 and 2018	F-5 to F-7
Balance Sheet as of September 30, 2020	F-8
Statements of Operations as of September 30, 2020	F-9
Statements of Cash Flows as of September 30, 2020	F-10
Statement of Change in Shareholders' Deficit as of September 30, 2020	F-11
Notes to the Financial Statements for the quarter ended September 30, 2020	F-12 to F-14

MHHC Enterprises, Inc.
Balance Sheets
(Unaudited)

	December 31, 2019	December 31, 2018
Assets		
Current Assets		
Cash	\$ 33,248	\$ 531
Accounts receivable	466,580	333,416
Other current assets	383,807	383,807
Total current assets	<u>883,635</u>	<u>717,754</u>
Total Assets	<u>\$ 883,635</u>	<u>\$ 717,754</u>
Liabilities and Members Equity		
Current liabilities		
Accounts payable	\$ 35,773	\$ 7,864
Credit cards	—	1,763
Payroll liabilities	—	—
Total current liabilities	<u>35,773</u>	<u>9,627</u>
Long term liabilities		
Accrued warranty claims	315,354	210,499
Joint venture shares payable	—	—
Notes payable	25,500	39,952
Total current liabilities	<u>340,854</u>	<u>250,451</u>
Total Liabilities	<u>376,627</u>	<u>260,078</u>
Stockholder's Equity		
Preferred Stock Series A; par value \$0.0001; 25,000,000 authorized 500,000 issued and outstanding as of June 30, 2020 and 0 outstanding as of June 30, 2019	50	50
Common Stock; par value \$0.001; 7,000,000,000 authorized; 6,819,266,511 and 5,769,266,511 issued and outstanding as of June 30, 2020 and June 30, 2019, respectively	681,927	621,927
Discount on Common stock issuances	—	—
Additional paid in capital	485,580	425,580
Accumulated Deficit	(660,549)	(589,881)
Total equity	<u>507,008</u>	<u>457,676</u>
Total liabilities and Members Equity	<u>\$ 883,635</u>	<u>\$ 717,754</u>

MHHC Enterprises, Inc.
Statements of Operations
(Unaudited)

	For the year ended December 31, 2019	For the year ended December 31, 2018
Revenue	\$ 488,272	\$ 452,648
Total Income	<u>488,272</u>	<u>452,648</u>
Operating expenses		
Advertising & marketing	2,454	1,237
Auto expense	1,756	1,744
Bank charges	1,764	740
Business license fees	19,931	6,827
Claims expense	241,078	210,677
Contractors	177,362	119,340
Dues & subscriptions	5,826	108
Insurance	1,794	—
Interest expense	449	11,693
Legal & professional fees	54,659	19,148
Meals & entertainment	2,662	1,843
Office expense	11,678	8,360
Office supplies & software	—	7,576
Other business expenses	—	537
Payroll expense	—	—
Reimbursements	—	—
Rent expense	1,689	5,859
Stock based compensation	—	—
Stock registration fees	5,657	13,003
Taxes & licenses	4,197	62
Travel	22,945	23,994
Utilities	3,038	—
Total expenses	<u>558,939</u>	<u>432,748</u>
	—	—
Net income	<u>\$ (70,667)</u>	<u>\$ 19,900</u>

MHHC Enterprises, Inc.
Statements of Stockholders' Equity
(Unaudited)

	Common Stock				Preferred Stock Series A			Accumulated Earnings	Total Stockholders' Deficit
	Shares	Amount	Additional Paid-In Capital	Discount on Common Stock Issuances	Shares	Amount	Additional Paid-In Capital		
Balance - December 31, 2017	5,769,266,511	\$ 383,807	—	\$ —	—	\$ —	\$ —	\$ 3,968	387,775
Issuance of common shares	—	—	—	—	—	—	—	—	—
Net Income	—	—	—	—	—	—	—	48,446	48,446
Balance - December 31 2018	5,769,266,511	383,807	—	—	—	—	—	52,414	436,221
Net Income	—	—	—	—	—	—	—	293,464	293,464
Balance - December 31 2019	5,769,266,511	383,807	—	—	—	—	—	345,878	729,685
Issuance of Common Stock	1,050,000,000	1,050,000	—	(690,000)	—	—	—	—	360,000
Issuance of Preferred Stock	—	—	—	—	500,000	50	—	—	50
Net Income - six months ended June 30, 2020	—	—	—	—	—	—	—	(568,052)	(568,052)
Balance - June 30, 2020	<u>6,819,266,511</u>	<u>\$1,433,807</u>	<u>—</u>	<u>\$(690,000)</u>	<u>500,000</u>	<u>\$ 50</u>	<u>\$ —</u>	<u>\$(222,174)</u>	<u>\$ 521,683</u>

MHHC Enterprises, Inc.
Statements of Cash Flows
(Unaudited)

	For the Year Ended	
	<u>December 31, 2019</u>	<u>December 31, 2018</u>
OPERATING ACTIVITIES		
Net Income	\$ (70,667)	\$ 19,900
Adjustments to reconcile Net Income to Net Cash provided by operations:		
Accounts Receivable (A/R)	(133,164)	(333,416)
Accrued warranty claims	104,855	210,499
Accounts Payable	27,909	7,864
Due from McCusker Holdings	—	14,300
Fund box payable	(1,763)	(5,640)
Payroll Liabilities	—	—
Total Adjustments to reconcile Net Income to Net Cash provided by operations:		
Net cash provided by operating activities	<u>(72,830)</u>	<u>(86,493)</u>
FINANCING ACTIVITIES		
Issuance of preferred stock series A	—	—
Issuance of common stock	60,000	—
Notes payable	(14,452)	75,500
Additional paid in capital	60,000	—
Net cash provided by financing activities	<u>105,548</u>	<u>75,500</u>
Net cash increase for the period	32,718	(10,993)
Cash balance at beginning of period	530	11,524
cash balance at end of period	<u>\$ 33,248</u>	<u>\$ 531</u>

MHHC Enterprises, Inc.
Notes to the financial statements
December 31, 2019 and December 31, 2018

Note 1 - Organization and Description of Business

Nature of Operations MHHC Enterprises Inc., f/k/a Mccusker Holdings Corp incorporated February 27, 2017 a Nevada State Corporation. MHHC is a leading national provider of consumer electronics extended warranty services and manufacturing OEM performance program warranties. MHHC provides help desk and warranty administration services for a wide variety of other industries as well. MHHC's clients include OEMs, retailers, underwriters and third-party administrators (TP As). The Company provides a turnkey solution by organizing the service and support expertise its clients need all in one place.

The Company has elected December 31 as its year end.

Note 2 - Summary of Significant Accounting Policies

Basis of Presentation

The Financial Statements and related disclosures have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). The Financial Statements have been prepared using the accrual basis of accounting in accordance with Generally Accepted Accounting Principles ("GAAP") of the United States.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. In the opinion of management, all adjustments necessary in order to make the financial statements not misleading have been included. Actual results could differ from those estimates.

Cash Equivalents

The Company considers all highly liquid investments with maturity of three months or less when purchased to be cash equivalents. Consolidated cash and cash equivalents for the six months ended December 31, 2019 was \$33,248 and \$531 as of December 31, 2019.

Income Taxes

The Company accounts for income taxes under ASC 740 "Income Taxes." Under the asset and liability method of ASC 740, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statements carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period the enactment occurs. A valuation allowance is provided for certain deferred tax assets if it is more likely than not that the Company will not realize tax assets through future operations.

MHHC Enterprises, Inc.
Notes to the financial statements
December 31, 2019 and December 31, 2018

Fair Value of Financial Instruments

The Company's balance sheet includes certain financial instruments. The carrying amounts of current assets and current liabilities approximate their fair value because of the relatively short period of time between the origination of these instruments and their expected realization.

The Company follows FASB Accounting Standards Codification (ASC) 820 "Fair Value Measurements and Disclosures" which defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820 also establishes a fair value hierarchy that distinguishes between (1) market participant assumptions developed based on market data obtained from independent sources (observable inputs) and (2) an entity's own assumptions about market participant assumptions developed based on the best information available in the circumstances (unobservable inputs). The fair value hierarchy consists of three broad levels, which gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described below:

- Level 1 - Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, including quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; inputs other than quoted prices that are observable for the asset or liability (e.g., interest rates); and inputs that are derived principally from or corroborated by observable market data by correlation or other means.
- Level 3 - Inputs that are both significant to the fair value measurement and unobservable.

Fair value estimates discussed herein are based upon certain market assumptions and pertinent information available to management as of February 28, 2019. The respective carrying value of certain on-balance-sheet financial instruments approximated their fair values due to the short-term nature of these instruments. These financial instruments include accounts receivable, other current assets, accounts payable, accrued compensation and accrued expenses. The fair value of the Company's notes payable is estimated based on current rates that would be available for debt of similar terms which is not significantly different from its stated value.

Related Parties

The Company follows ASC 850, Related Party Disclosures, for the identification of related parties and disclosure of related party transactions

Revenue Recognition

Revenue Recognition Revenue is recognized when the warranties are transferred from the customer to the company.

MHHC Enterprises, Inc.
Notes to the financial statements
December 31, 2019 and December 31, 2018

Recently Issued Accounting Pronouncements

Except for rules and interpretive releases of the SEC under authority of federal securities laws and a limited number of grandfathered standards, the *FASB Accounting Standards Codification*[™] ("ASC") is the sole source of authoritative GAAP literature recognized by the FASB and applicable to the Company.

We have reviewed the FASB issued Accounting Standards Update ("ASU") accounting pronouncements and interpretations thereof that have effectiveness dates during the periods reported and in future periods. The Company has carefully considered the new pronouncements that alter previous generally accepted accounting principles and does not believe that any new or modified principles will have a material impact on the corporation's reported financial position or operations in the near term. The applicability of any standard is subject to the formal review of our financial management and certain standards are under consideration.

Note 3 - Accounts Receivable

Accounts receivable at December 31, 2019 and December 31, 2018 was \$466,580 and \$333,416.

Note 4 - Due from McCusker Holding

This account consists of amounts receivable from McCusker Holding. The balance as of December 31, 2019 and December 31, 2018 was \$383,807.

Note 5 - Related Party Transactions

Other Payables Note Payable are amounts loaned from the officers of the corporation. The balances as of December 31, 2019 and December 31, 2018 were \$25,500 and \$39,952 respectively.

Note 6 - Accrued Warranty Claims

Accrued warranty claims are the estimated claims payable from the warranties that have been included in revenue. As the warranties expire the accrued warranty claims are adjusted to actual cost. As of December 31 2019 and December 31, 2018 the balance of this account was \$315,354 and \$210,499, respectively.

Stockholders' Equity The Company has Class A Common Stock with a par value of \$.0001. 7,000,000,000 Shares authorized, 6,819,266,511 issued and outstanding. The Company has issued 500,000 Shares of Preferred stock. These shares have voting rights that give them 51% of the Common stock votes.

MHHC Enterprises, Inc.
Balance Sheets
September 30, 2020
(Unaudited)

	<u>September 30, 2020</u>	<u>September 30, 2019</u>
Assets		
Current Assets		
Cash	\$ 304,184	\$ 10,826
Accounts receivable	502,341	353,600
Other current assets	406,446	383,807
Total current assets	<u>1,212,971</u>	<u>748,233</u>
Total Assets	<u>\$ 1,212,971</u>	<u>\$ 748,233</u>
Liabilities and Members Equity		
Current liabilities		
Accounts payable	\$ 17,737	\$ 5,156
Credit cards	—	—
Payroll liabilities	267	4,430
Total current liabilities	<u>18,004</u>	<u>9,586</u>
Long term liabilities		
Accrued warranty claims	313,329	89,756
PPE Loan	123,500	—
Notes payable - related party	25,500	75,500
Total current liabilities	<u>462,329</u>	<u>165,256</u>
Total Liabilities	<u>480,333</u>	<u>174,842</u>
Stockholder's Equity		
Preferred Stock Series A; par value \$0.0001; 25,000,000 authorized 500,000 issued and outstanding as of September 30, 2020 and 0 at September 30, 2019	50	—
Common Stock; par value \$0.001; 7,000,000,000 authorized; 6,819,266,511 issued and outstanding as of September 30, 2020 and September 30, 2019	1,433,808	383,807
Discount on Common stock issuances	(690,000)	—
Additional paid in capital	—	36,691
Accumulated Deficit	(11,220)	152,893
Total equity	<u>732,638</u>	<u>573,391</u>
Total liabilities and Members Equity	<u>\$ 1,212,971</u>	<u>\$ 748,233</u>

MHHC Enterprises, Inc.
Statement of Operations
September 30, 2020
(Unaudited)

	For the nine months ended September 30,	
	2020	2019
Revenue	\$ 560,512	\$ 369,630
Total Income	<u>560,512</u>	<u>369,630</u>
Operating expenses		
Advertising & marketing	1,654	6,711
Auto expense	2,047	1,212
Bank charges	1,195	2,607
Claims expense	88,498	40,850
Dues & subscriptions	8,561	7,582
Insurance	2,203	1,558
Interest	—	7,068
Meals & entertainment	1,071	2,398
Office expense	5,093	1,081
Office supplies & software	6,787	5,801
Other business expenses	1,376	6,018
Contractors	11,085	8,070
Payroll expense	94,132	24,703
Professional fees	—	—
Reimbursements	1,725	17,025
Legal & professional fees	47,753	41,394
Rent expense	981	2,773
Taxes & licenses	23,929	24,185
Travel	9,331	11,427
Utilities	5,625	4,274
Total expenses	<u>317,527</u>	<u>216,737</u>
Net income	<u>\$ 242,985</u>	<u>\$ 152,893</u>

MHHC Enterprises, Inc.
Statement of Stockholders' Equity
September 30, 2020
(Unaudited)

	Common Stock				Preferred Stock Series A				Total Stockholders' Deficit
	Shares	Amount	Additional Paid-In Capital	Discount on Common Stock Issuances	Shares	Amount	Additional Paid-In Capital	Accumulated Earnings	
Balance - December 31, 2017	5,769,266,511	\$ 383,807	—	\$ —	—	\$ —	\$ —	\$ 3,968	387,775
Issuance of common shares	—	—	—	—	—	—	—	—	—
Net Income	—	—	—	—	—	—	—	48,446	48,446
Balance - December 31 2018	5,769,266,511	383,807	—	—	—	—	—	52,414	436,221
Net Income	—	—	—	—	—	—	—	293,464	293,464
Balance - December 31 2019	5,769,266,511	383,807	—	—	—	—	—	345,878	729,685
Issuance of Common Stock	1,050,000,000	1,050,000	—	(690,000)	—	—	—	—	360,000
Issuance of Preferred Stock	—	—	—	—	500,000	50	—	—	50
Net Income - six months ended June 30, 2020	—	—	—	—	—	—	—	(568,052)	(568,052)
Balance - June 30, 2020	6,819,266,511	\$1,433,807	—	\$(690,000)	500,000	\$ 50	\$ —	\$ (222,174)	\$ 521,683
Net Income - three months ended September 30, 2020	—	—	—	—	—	—	—	\$ 225,493	\$ 225,493
Income adjustment	—	—	—	—	—	—	—	\$ (14,539)	\$ (14,539)
Balance - September 30, 2020	<u>6,819,266,511</u>	<u>1,433,807</u>	<u>—</u>	<u>(690,000)</u>	<u>500,000</u>	<u>50</u>	<u>—</u>	<u>\$ (11,220)</u>	<u>\$ 732,638</u>

MHHC Enterprises, Inc.
Statement of Cash Flows
September 30, 2020
(Unaudited)

	For the nine Months Ended September 30,	
	2020	2019
OPERATING ACTIVITIES		
Net Income	\$ 242,985	\$ 152,893
Adjustments to reconcile Net Income to Net Cash provided by operations:		
Accounts Receivable (A/R)	(82,934)	(18,308)
Accrued warranty claims	276,217	(108,399)
Accounts Payable	17,479	(4,597)
Accrued expenses	(16,574)	—
Payroll Liabilities	(10,227)	4,430
Total Adjustments to reconcile Net Income to Net Cash provided by operations:		
Net cash provided by operating activities	<u>426,946</u>	<u>26,019</u>
FINANCING ACTIVITIES		
Issuance of preferred stock series A	50	—
Issuance of common stock	298,118	—
Repayments of notes payable - related parties	(50,000)	—
Additional paid in capital	(538,201)	(15,723)
PPP Loan	123,500	—
Net cash provided by financing activities	<u>(166,533)</u>	<u>(15,723)</u>
Net cash increase for the period	260,413	10,296
Cash balance at beginning of period	9,895	530
Cash balance at end of period	<u>\$ 270,308</u>	<u>\$ 10,826</u>

MHHC Enterprises, Inc.
Notes to the financial statements
September 30, 2020

Note 1 - Organization and Description of Business

Nature of Operations MHHC Enterprises Inc., f/k/a Mccusker Holdings Corp incorporated February 27, 2017 a Nevada State Corporation. MHHC is a leading national provider of consumer electronics extended warranty services and manufacturing OEM performance program warranties. MHHC provides help desk and warranty administration services for a wide variety of other industries as well. MHHC's clients include OEMs, retailers, underwriters and third-party administrators (TP As). The Company provides a turnkey solution by organizing the service and support expertise its clients need all in one place.

The Company has elected December 31 as its year end.

Note 2 - Summary of Significant Accounting Policies

Basis of Presentation

The Financial Statements and related disclosures have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). The Financial Statements have been prepared using the accrual basis of accounting in accordance with Generally Accepted Accounting Principles ("GAAP") of the United States.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. In the opinion of management, all adjustments necessary in order to make the financial statements not misleading have been included. Actual results could differ from those estimates.

Cash Equivalents

The Company considers all highly liquid investments with maturity of three months or less when purchased to be cash equivalents. Consolidated cash and cash equivalents for the nine months ended September 30, 2020 was \$304,184 and \$10,826 as of September 30, 2019.

Income Taxes

The Company accounts for income taxes under ASC 740 "Income Taxes." Under the asset and liability method of ASC 740, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statements carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period the enactment occurs. A valuation allowance is provided for certain deferred tax assets if it is more likely than not that the Company will not realize tax assets through future operations.

MHHC Enterprises, Inc.
Notes to the financial statements
September 30, 2020

Fair Value of Financial Instruments

The Company's balance sheet includes certain financial instruments. The carrying amounts of current assets and current liabilities approximate their fair value because of the relatively short period of time between the origination of these instruments and their expected realization.

The Company follows FASB Accounting Standards Codification (ASC) 820 "Fair Value Measurements and Disclosures" which defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820 also establishes a fair value hierarchy that distinguishes between (1) market participant assumptions developed based on market data obtained from independent sources (observable inputs) and (2) an entity's own assumptions about market participant assumptions developed based on the best information available in the circumstances (unobservable inputs). The fair value hierarchy consists of three broad levels, which gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described below:

- Level 1 - Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, including quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; inputs other than quoted prices that are observable for the asset or liability (e.g., interest rates); and inputs that are derived principally from or corroborated by observable market data by correlation or other means.
- Level 3 - Inputs that are both significant to the fair value measurement and unobservable.

Fair value estimates discussed herein are based upon certain market assumptions and pertinent information available to management as of February 28, 2019. The respective carrying value of certain on-balance-sheet financial instruments approximated their fair values due to the short-term nature of these instruments. These financial instruments include accounts receivable, other current assets, accounts payable, accrued compensation and accrued expenses. The fair value of the Company's notes payable is estimated based on current rates that would be available for debt of similar terms which is not significantly different from its stated value.

Related Parties

The Company follows ASC 850, Related Party Disclosures, for the identification of related parties and disclosure of related party transactions

Revenue Recognition

Revenue Recognition Revenue is recognized when the warranties are transferred from the customer to the company.

MHHC Enterprises, Inc.
Notes to the financial statements
September 30, 2020

Recently Issued Accounting Pronouncements

Except for rules and interpretive releases of the SEC under authority of federal securities laws and a limited number of grandfathered standards, the *FASB Accounting Standards Codification*™ (“ASC”) is the sole source of authoritative GAAP literature recognized by the FASB and applicable to the Company.

We have reviewed the FASB issued Accounting Standards Update (“ASU”) accounting pronouncements and interpretations thereof that have effectiveness dates during the periods reported and in future periods. The Company has carefully considered the new pronouncements that alter previous generally accepted accounting principles and does not believe that any new or modified principles will have a material impact on the corporation’s reported financial position or operations in the near term. The applicability of any standard is subject to the formal review of our financial management and certain standards are under consideration.

Note 3 - Accounts Receivable

Accounts receivable at September 30, 2020 and September 30, 2019 was \$502,341 and \$353,600.

Note 4 - Due from McCusker Holding

This account consists of amounts receivable from Mccusker Holding. The balance as of September 30, 2020 and September 30, 2019 was \$383,807.

Note 5 - Related Party Transactions

Other Payables Note Payable Hawley and MacKay are amounts loaned from the officers of the corporation. The balances as of September 30 , 2020 and September 30, 2019 were \$27,500 and \$75,500 respectively.

Note 6 - Accrued Warranty Claims

Accrued warranty claims are the estimated claims payable from the warranties that have been included in revenue. As the warranties expire the accrued warranty claims are adjusted to actual cost. As of September 30 , 2020 and September 30, 2019 the balance of this account was \$313,329 and \$89,756, respectively.

Stockholders' Equity The Company has Class A Common Stock with a par value of \$.0001. 7,000,000,000 Shares authorized, 6,819,266,511 issued and outstanding. The Company has issued 500,000 Shares of Preferred stock. These shares have voting rights that give them 51% of the Common stock votes.



DEAN HELLER
Secretary of State
208 North Carson Street
Carson City, Nevada 89701-4299
(775) 684-5700
Website: secretaryofstate.biz

FILED # C 2969-04

FEB 01 2004

IN THE OFFICE OF
The Secy.
DEAN HELLER, SECRETARY OF STATE

Articles of Incorporation
(PURSUANT TO NRS 78)

Instructions: Read attached Instructions before completing forms.

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation:	Aquagen International, Inc.		
2. Resident Agent Name and Street Address:	William Shupe Name 6600 Armitia Barber Ct. Street Address Las Vegas City NEVADA State 89119 Zip Code		
	Optional Mailing Address	City	State Zip Code
3. Shares:	Number of shares with par value: 225,000,000	Par value: \$.001	Number of shares without par value: 0
4. Names & Addresses of Board of Directors/Trustees:	1. Joanne Clinger Name 154 East Ford Ave. Street Address Salt Lake City City Utah State 84115 Zip Code 2. Lawrence Schroeder Name 154 East Ford Ave. Street Address Salt Lake City City Utah State 84115 Zip Code 3. Name Street Address City State Zip Code		
5. Purpose:	The purpose of this Corporation shall be: To manufacture and market organic supplement products		
6. Name, Address and Signature of Incorporator:	William Shupe Name 6600 Armitia Barber Ct. Address Las Vegas City NV State 89119 Zip Code	<i>William Shupe</i> Signature	
7. Certificate of Acceptance of Appointment of Resident Agent:	I hereby accept appointment as Resident Agent for the above named corporation. <i>William Shupe</i> Authorized Signature of R. A. or On Behalf of R. A. Company February 3, 2004 Date		

Form 100-100 (Rev. 10/03) - 100-100 (Rev. 10/03) See attached for instructions.

**ARTICLES OF CONVERSION
OF
AQUAGEN INTERNATIONAL, INC.**

1. Name; Purpose of Articles of Conversion.

The name of the constituent entity is AQUAGEN INTERNATIONAL, INC, an Arizona corporation (the "Constituent Entity"). The name of this resulting entity is Aquagen International, Inc., a Nevada corporation (the "Resulting Entity"). The purpose of filing these Articles of Conversion in the State of Nevada is to convert the Constituent Entity to the Resulting Entity. The conversion of the Constituent Entity from Arizona to the Resulting Entity in the State of Nevada is effected pursuant to Nevada Revised Statutes, Section 92A.205.

2. Original Incorporation.

The Constituent Entity was originally incorporated in the State of Arizona on May 15, 1986.

3. Authorized Capital.

The Constituent Entity is presently authorized to issue 125,000,000 shares of common stock. Upon conversion the Resulting Entity shall have authorized 200,000,000 shares of common stock and 25,000,000 shares of preferred stock.

4. Place of Business in Nevada.

The Resulting Entity's place of business in Nevada is: 6600 Amelia Earhart Ct, Las Vegas, NV 89119 (the "Resulting Entity's Place of Business").

5. Plan of Conversion.

A "Plan of Conversion," (the "Plan"), whereby the Constituent Entity is converted into the Resulting Entity has been adopted by a majority of the Constituent Entity's shareholders, in accordance with the laws of the State of Arizona, particularly ARS 10-226. A copy of the Plan is on file in the Resulting Entity's Place of Business.

6. Statutory Agent in Nevada.

The name and address of the Resulting Entity's statutory agent in Nevada is:

William Shupe
6600 Amelia Earhart Ct.
Las Vegas, NV 89119

7. Board of Directors.

The Resulting Entity's board of directors consists of three (3) directors. The names and addresses of the persons who will serve as the directors until the next annual meeting of the Resulting Entity's shareholders or until successor directors are elected are:

Lawrence S. Schroeder
6600 Amelia Earhart Ct.
Las Vegas, NV 89119

Joanne Clinger
154 East Ford
Salt Lake City, UT 84102

The number of person to serve on the board of directors thereafter shall be fixed by the Resulting Entity's Bylaws.

8. Indemnification of Officers, Directors, Employees and Agents.

The Resulting Entity shall indemnify any person who incurs expenses by reason of the fact that he or she was an officer, director, employee or agent of the Resulting Entity or is serving at the request of the Resulting Entity as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

9. Limitation of Liability.

To the fullest extent permitted by the Nevada Revised Statutes as the same exists or may hereafter be amended, a director of the Resulting Entity shall not be liable to the Resulting Entity or its shareholders for monetary damages for any action taken or for any failure to take any action as a director. No repeal, amendment or modification of this article, whether direct or indirect, shall eliminate or reduce its effect with respect to any act or omission of a director of the Resulting Entity occurring prior to such repeal, amendment or modification.

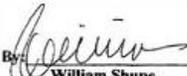
DATED this 3rd day of February 2004.

AQUAGEN INTERNATIONAL, INC.

By: 
Joanne Clibger
Its: CEO

**Acceptance of Appointment
By Statutory Agent**

The undersigned hereby acknowledges and accepts the appointment as statutory agent of the Corporation in the State of Nevada, effective this 3rd day of February 2004.

By: 
William Shupe

meeting not less than 10 nor more than 60 days before the date of the meeting. All such notices shall be delivered, either personally or by mail, by or at the direction of the Board of Directors, the President or the Secretary (as defined below), and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her or its address as the same appears on the records of the Corporation. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends for the express purpose of objecting to the transaction of any business at the beginning of the meeting because the meeting is not lawfully called or convened.

Section 5. STOCKHOLDERS LIST. The officer having charge of the stock ledger of the Corporation shall make, at least 10 days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 6. QUORUM. Except as otherwise provided by applicable law or by the Articles of Incorporation, a majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time in accordance with Section 7 of this Article II, until a quorum shall be present or represented.

Section 7. ADJOURNED MEETINGS. When a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 8. VOTE REQUIRED. When a quorum is present, the affirmative vote of a majority of the shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the question is one upon which by express provision of an applicable law or of the Articles of Incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question. If applicable, where a separate vote by class is required, the affirmative vote of the majority of shares of such class present in person or represented by proxy at the meeting shall be the act of such class.

Section 9. VOTING RIGHTS. Except as otherwise provided by the General Corporation Law of the State of Nevada or by the Articles of Incorporation of the Corporation or any amendments thereto and subject to Section 3 of Article VI hereof, every stockholder shall at every meeting of

the stockholders be entitled to one vote in person or by proxy for each share of common stock held by such stockholder.

Section 10. PROXIES. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him, her or it by proxy. Every proxy must be signed by the stockholder granting the proxy or by his, her or its attorney-in-fact. No proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally.

Section 11. ACTION BY WRITTEN CONSENT. Unless otherwise provided in the Articles of Incorporation, any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the state of Nevada, or the Corporation's principal place of business, or an officer or agent of the Corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested provided, however, that no consent or consents delivered by certified or registered mail shall be deemed delivered until such consent or consents are actually received at the registered office. All consents properly delivered in accordance with this section shall be deemed to be recorded when so delivered. No written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered to the Corporation as required by this section, written consents signed by the holders of a sufficient number of shares to take such corporate action are so recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Any action taken pursuant to such written consent or consents of the stockholders shall have the same force and effect as if taken by the stockholders at a meeting thereof.

ARTICLE III DIRECTORS

Section 1. GENERAL POWERS. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 2. NUMBER, QUALIFICATION, ELECTION AND TERM OF OFFICE. The number of Directors that constitute the first Board of Directors shall be no less than one and no more than five. Thereafter, the number of Directors shall be established from time to time by

resolution of the Board. A Director shall be a natural person and at least 18 years of age. A Director need not be a resident of Nevada or a stockholder of the Corporation. The Directors shall be elected at each annual meeting of the stockholders, except as provided in Section 4 of this Article III. The Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the annual meeting and entitled to vote in the election of Directors. Each Director elected shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3. REMOVAL AND RESIGNATION. Any Director or the entire Board of Directors may be removed at any time, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of Directors. Whenever the holders of any class or series are entitled to elect one or more Directors by the provisions of the Corporation's Articles of Incorporation, the provisions of this section shall apply, in respect to the removal without cause of a Director or Directors so elected, to the vote of the holders of the outstanding shares of that class or series and not to the vote of the outstanding shares as a whole. Any Director may resign at any time upon written notice to the Corporation.

Section 4. VACANCIES. Except as otherwise provided by the Articles of Incorporation of the Corporation or any amendments thereto, vacancies and newly created directorships resulting from any increase in the authorized number of Directors may be filled by a majority vote of the Directors then in office. Each Director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

Section 5. ANNUAL MEETINGS. The annual meeting of each newly elected Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of stockholders.

Section 6. OTHER MEETINGS AND NOTICE. Regular meetings, other than the annual meeting, of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by resolution of the Board. Special meetings of the Board of Directors may be called by or at the request of the President on at least 24 hours notice to each Director, either personally, by telephone, by mail, or by telegraph; in like manner and on like notice, the President must call a special meeting on the written request of at least a majority of the Directors.

Section 7. QUORUM, REQUIRED VOTE AND ADJOURNMENT. A majority of the total number of Directors shall constitute a quorum for the transaction of business. The vote of a majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. COMMITTEES. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the Directors of the Corporation, which to the extent provided in such resolution or these Bylaws shall have and may exercise the powers of the Board of Directors in the management and affairs of the Corporation except as otherwise limited by law. The Board of Directors may designate one

or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 9. COMMITTEE RULES. Each committee of the Board of Directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the Board of Directors designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum. In the event that a member and that member's alternate, if alternates are designated by the Board of Directors as provided in Section 8 of this Article III, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

Section 10. COMMUNICATIONS EQUIPMENT. Members of the Board of Directors or any committee thereof may participate in and act at any meeting of the Board or such committee through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this section shall constitute presence in person at the meeting.

Section 11. WAIVER OF NOTICE AND PRESUMPTION OF ASSENT. Any member of the Board of Directors or any committee thereof who is present at a meeting shall be conclusively presumed to have waived notice of such meeting except when such member attends for the express purpose of objecting to the transaction of any business at the beginning of the meeting because the meeting is not lawfully called or convened. Such member shall be conclusively presumed to have assented to any action taken, unless his or her dissent shall be entered in the minutes of the meeting or unless his or her written dissent to such action shall be filed with the person acting as the Secretary of the meeting before the adjournment thereof or shall be forwarded by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to any member who voted in favor of such action.

Section 12. ACTION BY WRITTEN CONSENT. Unless otherwise restricted by the Articles of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

ARTICLE IV OFFICERS

Section 1. NUMBER. The officers of the Corporation shall be elected by the Board of Directors and shall consist of a Chairman, if any is elected, a Chief Executive Officer, if any is elected, a President, a Secretary, a Treasurer, and such other officers and assistant officers as may

powers of the Treasurer. The Assistant Treasurers shall perform such other duties and have such other powers as the Board of Directors, the President or Treasurer may, from time to time, prescribe.

Section 12. OTHER OFFICERS, ASSISTANT OFFICERS AND AGENTS. Officers, assistant officers and agents, if any, other than those whose duties are provided for in these Bylaws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the Board of Directors.

Section 13. ABSENCE OR DISABILITY OF OFFICERS. In the case of the absence or disability of any officer of the Corporation and of any person hereby authorized to act in such officer's place during such officer's absence or disability, the Board of Directors may by resolution delegate the powers and duties of such officer to any other officer or to any Director, or to any other person whom it may select.

ARTICLE V INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS

Section 1. NATURE OF INDEMNITY. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "*proceeding*"), by reason of the fact that he or a person of whom he is the legal representative, is or was a Director or officer, of the Corporation or is or was serving at the request of the Corporation as a Director, officer, employee, fiduciary, or agent of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, employee, fiduciary or agent or in any other capacity while serving as a Director, officer, employee, fiduciary or agent, shall be indemnified and held harmless by the Corporation to the fullest extent which it is empowered to do so by the General Corporation Law of the State of Nevada, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expense, liability and loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 2 of this Article V, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article V shall be a contract right and, subject to Sections 2 and 5 hereof, shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of Directors and officers.

Section 2. PROCEDURE FOR INDEMNIFICATION OF DIRECTORS AND OFFICERS. Any indemnification of a Director or officer of the Corporation under Section 1 of this Article V

or advance of expenses under Section 5 of this Article V shall be made promptly, and in any event within 30 days, upon the written request of the Director or officer. If a determination by the Corporation that the Director or officer is entitled to indemnification pursuant to this Article V, and the Corporation fails to respond within 60 days to a written request for indemnity, the Corporation shall be deemed to have approved the request. If the Corporation denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not made within 30 days, the right to indemnification or advances as granted by this Article V shall be enforceable by the Director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Nevada for the Corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Nevada, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 3. NONEXCLUSIVITY OF ARTICLE V. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article V shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of stockholders or disinterested Directors or otherwise.

Section 4. INSURANCE. The Corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a Director, officer, employee, fiduciary, or agent of the Corporation or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the Corporation would have the power to indemnify such person against such liability under this Article V.

Section 5. EXPENSES. Expenses incurred by any person described in Section 1 of this Article V in defending a proceeding shall be paid by the Corporation in advance of such proceeding's final disposition unless otherwise determined by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

Section 6. EMPLOYEES AND AGENTS. Persons who are not covered by the foregoing provisions of this Article V and who are or were employees or agents of the Corporation, or who are or were serving at the request of the Corporation as employees or agents of another Corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the Board of Directors.

Section 7. CONTRACT RIGHTS. The provisions of this Article V shall be deemed to be a contract right between the Corporation and each Director or officer who serves in any such capacity at any time while this Article V and the relevant provisions of the General Corporation Law of the State of Nevada or other applicable law are in effect, and any repeal or modification of this Article V or any such law shall not affect any rights or obligations then existing with respect to any state of facts or proceeding then existing.

Section 8. MERGER OR CONSOLIDATION. For purposes of this Article V, references to "the Corporation" shall include, in addition to the resulting Corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its Directors, officers, and employees or agents, so that any person who is or was a Director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article V with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

ARTICLE VI CERTIFICATES OF STOCK

Section 1. FORM. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by the Chairman of the Board, the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by such holder in the Corporation. If such a certificate is countersigned (1) by a transfer agent or an assistant transfer agent other than the Corporation or its employee or (2) by a registrar, other than the Corporation or its employee, the signature of any such Chairman of the Board, President, Vice-President, Secretary, or Assistant Secretary may be facsimiles. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on, any such certificate or certificates shall cease to be such officer or officers of the Corporation whether because of death, resignation or otherwise before such certificate or certificates have been delivered by the Corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the Corporation. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the books of the Corporation. Shares of stock of the Corporation shall only be transferred on the books of the Corporation by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the Corporation of the certificate or certificates for such shares endorsed

requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by statute, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 5. FIXING A RECORD DATE FOR OTHER PURPOSES. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purposes of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 6. SUBSCRIPTIONS FOR STOCK. Unless otherwise provided for in the subscription agreement, subscriptions for shares shall be paid in full at such time, or in such installments and at such times, as shall be determined by the Board of Directors. Any call made by the Board of Directors for payment on subscriptions shall be uniform as to all shares of the same class or as to all shares of the same series. In case of default in the payment of any installment or call when such payment is due, the Corporation may proceed to collect the amount due in the same manner as any debt due the Corporation.

ARTICLE VII GENERAL PROVISIONS

Section 1. DIVIDENDS. Dividends upon the capital stock of the Corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Articles of Incorporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or any other purpose and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. CHECKS, DRAFTS OR ORDERS. All checks, drafts, or other orders for the payment of money by or to the Corporation and all notes and other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner, as shall be determined by resolution of the Board of Directors or a duly authorized committee thereof.

Section 3. CONTRACTS. The Board of Directors may authorize any officer or officers, or any agent or agents, of the Corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 4. LOANS. The Corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the Corporation or of its subsidiary, including any officer or employee who is a Director of the Corporation or its subsidiary, whenever, in the judgment of the Directors, such loan, guaranty or assistance may reasonably be expected to benefit the Corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the Corporation. Nothing contained in this section shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the Corporation at common law or under any statute.

Section 5. FISCAL YEAR. The fiscal year of the Corporation shall end on December 31 of each year, unless otherwise fixed by resolution of the Board of Directors.

Section 6. CORPORATE SEAL. The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Seal, Nevada". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 7. VOTING SECURITIES OWNED BY CORPORATION. Voting securities in any other Corporation held by the Corporation shall be voted by the President, unless the Board of Directors specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 8. INSPECTION OF BOOKS AND RECORDS. Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the Corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean any purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the Corporation at its registered office in the State of Nevada or at its principal place of business.

Section 9. SECTION HEADINGS. Section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 10. INCONSISTENT PROVISIONS. In the event that any provision of these Bylaws is or becomes inconsistent with any provision of the Articles of Incorporation of the Corporation, any agreement entered into among the stockholders of the Corporation, the General Corporation Law of the State of Nevada or any other applicable law, the provision of these Bylaws shall not be given any effect to the extent of such inconsistency (but shall otherwise be given full force and effect) and the terms of such Articles of Incorporation, stockholders agreement, the General

Corporation Law of the State of Nevada or applicable law shall govern with respect to, and to the extent of, such inconsistency.

**ARTICLE VIII
AMENDMENTS**

These Bylaws may be amended, altered, or repealed and new Bylaws adopted at any meeting of the Board of Directors by a majority vote. The fact that the power to adopt, amend, alter, or repeal the Bylaws has been conferred upon the Board of Directors shall not divest the stockholders of the same powers.

CERTIFICATE

The undersigned hereby certifies that he is the duly elected, qualified, acting and heretofore authorized Secretary of the Corporation and that the foregoing and annexed Bylaws constitute a true and complete copy of the Bylaws of said Corporation presently in full force and effect.

IN WITNESS WHEREOF, the undersigned has signed this Certificate.

DATED as of: August 25, 2016

Adam S. Tracy
Adam S. Tracy, Secretary

Signed before me this 25th day of August, 2016

Megan M. Ruettiger

Notary Public



**EXHIBIT "A" TO
CERTIFICATE OF DESIGNATION OF
AQUAGEN INTERNATIONAL, INC.'S
SERIES A PREFERRED STOCK, PURSUANT TO NRS 78.1955**

Pursuant to NRS 78.1955, Aquagen International Inc.'s Board of Directors, by unanimous resolution, hereby fixes and determines the designation of, the number of shares constituting, and the rights, preferences, privileges and restrictions relating to Series A Preferred Stock, as follows:

1. **Designation.** The series of Preferred Stock provided for by this resolution shall be designated "Series A Convertible Preferred Stock" (hereafter referred to as "Series A Stock").

2. **Authorization.** The number of shares constituting the Series A Stock shall be 6,000,000 shares.

3. **Rank.** The Series A Stock shall, with respect to voting, dividend rights, rights on redemption, rights on conversion and rights on liquidation, winding up and dissolution, rank senior to all common stock, warrants and options to purchase Common Stock established by the Board or the Stockholders (all of such equity securities of the Corporation to which the Series A Stock ranks senior are collectively referred to herein as "Junior Stock").

4. **Dividends.** The holders of Series A Stock are entitled to an annual cumulative dividend subject to the Corporation's ability to pay such dividends as limited by Nevada law.

5. **Liquidation Preference.** In the event of a voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of Series A Stock shall be entitled to receive, out of the assets of the Corporation, whether those assets are capital or surplus of any nature, an amount equal to \$5.00 per share of Series A Stock, plus all accrued and unpaid dividends on the date of that distribution, and no more, before any payment shall be made or any assets distributed to the holders of Junior Stock, and the remaining assets shall be distributed ratably to the holders of Junior Stock. If upon liquidation, dissolution, or winding up of the Corporation the assets thus distributed among the holders of Series A Stock shall be insufficient to permit the payment to those stockholders of the full preferential amounts, then the entire assets of the Corporation to be distributed shall be distributed ratably among the holders of Series A Stock.

A consolidation or merger of the Corporation with or into any other corporation or corporations, or a sale of all or substantially all of the assets of the Corporation, shall not be deemed to be a liquidation, dissolution or winding up, within the meaning of this paragraph.

conversion, as determined in good faith by the Board.

8. Exclusion of Other Rights. Except as herein provided or as may otherwise be required by law, the shares of Series A Stock shall not have any preferences or relative, participating, optional or other special rights other than those specifically set forth in this resolution and in the Certificate of Incorporation, as amended from time to time, of the Corporation.



DEAN HELLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4299
(775) 684-6708
Website: Secretaryofstate.biz

175

FILED # C2969-04

Certificate of Amendment
(PURSUANT TO NRS 78.385 and 78.390)

NOV 23 2004

IN THE OFFICE OF
DEAN HELLER, SECRETARY OF STATE

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations**

(Pursuant to NRS 78.385 and 78.390 -After Issuance of Stock)

1. Name of corporation:

Aquagen International, Inc.

2. The articles have been amended as follows (provide article numbers, if available):

Article 4 is amended as follows:

On or about November 19, 2004, the Corporation effected a twenty (20) to one (1) reverse split of its common stock. The Corporation is authorized to issue to Two Hundred Million (200,000,000) shares of Common Stock having a \$.001 par value ("Common Stock") and Twenty-Five Million (25,000,000) shares of Preferred Stock having a \$.001 par value ("Preferred Stock"). The Common and/or Preferred Stock may be issued from time to time without approval by the stockholders. The Common and/or Preferred Stock may be issued for such consideration as may be fixed from time to time by the Board of Directors. The Board of Directors may issue such shares of Common and/or Preferred Stock in one or more series, with such voting powers, designations, preferences and rights or qualifications, limitations or restrictions thereof as shall be stated in the resolution or resolutions.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation have voted in favor of the amendment is: 75%

4. Effective date of filing (optional): 11/24/04

5. Officer Signature (required):

James Boyce (could not be later than 90 days after the certificate is filed)

If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless of limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

Issued by Secretary of State AIA 78.385 Revised 2003
Revised on: 11/22/03



DEAN HELLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4299
(775) 684 6786
Website: secretaryofstate.biz

Filed in the office of <i>Dean Heller</i> Dean Heller Secretary of State State of Nevada	Document Number
	20050265963-68
	Filing Date and Time
	07/07/2005 9:30 AM
	Entity Number
	C2969-2004

Certificate of Amendment
(PURSUANT TO NRS 78.385 and 78.390)

Important: Read attached instructions before completing form.

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations**

(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Aquagen International, Inc.

2. The articles have been amended as follows (provide article numbers, if available):

Section 1

Section 1 is amended to read as follows: The name of the corporation is "Hoodis International, Inc."

Section 3 is amended to read as follows: Number of shares with par value: 350,000,000; Par Value: \$.001

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation have voted in favor of the amendment is: 82%

4. Effective date of filing (optional):

7/5/05

(must not be later than 90 days after the certificate is filed)

5. Officer Signature (required):

If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless of limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State Form 78.385 Revised 2003
Revised 06/15/2003



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4820
(775) 684 5708
Website: www.nvsec.gov



060201

Certificate of Amendment
(PURSUANT TO NRS 78.385 AND 78.390)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number 20100228410-10 Filing Date and Time 04/09/2010 10:00 AM Entity Number C2969-2004
---	--

USE BLACKINK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Oceamic Research & Recovery, Inc.

2. The articles have been amended as follows: (provide article numbers, if available)

Article 2 is amended as follows:

Oceamic Research & Recovery, Inc.'s, (the "Company") authorized \$.001 par value common stock is increased from 775,000,000 to 2,000,000,000 (the "Common Stock"). The Common stock may be issued from time to time by the Company's board of directors and for such consideration as may be fixed from time to time by the Company's board of directors, without the approval of its shareholders. The Company may issue such shares of the Common Stock in one or more series, with such voting powers, designations, preferences and rights or qualifications, limitations or restrictions thereof as shall be stated in any relevant resolutions(s) by the Company's board of directors.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is:

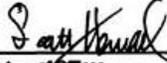
51%

4. Effective date of filing: (optional)

4/2/10

(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X 

Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Amend Profit-Corps
Revised-6-9-09



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov



090503

**Certificate to Accompany
 Restated Articles or
 Amended and Restated Articles**
 (PURSUANT TO NRS)

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20160461334-40
	Filing Date and Time 10/17/2016 8:00 AM
Entity Number C2969-2004	

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

This Form is to Accompany Restated Articles or Amended and Restated Articles of Incorporation
 (Pursuant to NRS 78.403, 82.371, 86.221, 87A, 88.355 or 88A.250)

(This form is also to be used to accompany Restated Articles or Amended and Restated Articles for Limited-Liability Companies, Certificates of Limited Partnership, Limited-Liability Limited Partnerships and Business Trusts)

1. Name of Nevada entity as last recorded in this office:

OCEANIC RESEARCH & RECOVERY, INC.

2. The articles are: (mark only one box) Restated Amended and Restated

Please entitle your attached articles "Restated" or "Amended and Restated," accordingly.

3. Indicate what changes have been made by checking the appropriate box*

- No amendments; articles are restated only and are signed by an officer of the corporation who has been authorized to execute the certificate by resolution of the board of directors adopted on:
The certificate correctly sets forth the text of the articles or certificate as amended to the date of the certificate.
- The entity name has been amended.
- The registered agent has been changed. (attach Certificate of Acceptance from new registered agent)
- The purpose of the entity has been amended.
- The authorized shares have been amended.
- The directors, managers or general partners have been amended.
- IRS tax language has been added.
- Articles have been added.
- Articles have been deleted.
- Other. The articles or certificate have been amended as follows: (provide article numbers, if available)

4. Effective date and time of filing: (optional) Date: 08/25/2016 Time: 5:00pm
 (must not be later than 90 days after the certificate is filed)

* This form is to accompany Restated Articles or Amended and Restated Articles which contain newly altered or amended articles. The Restated Articles must contain all of the requirements as set forth in the statutes for amending or altering the articles for certificates.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Restated Articles
 Revised: 1-5-11

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
OCEANIC RESEARCH & RECOVERY, INC.**

ARTICLE I

The name of the corporation shall be Oceanic Research and Recovery, Inc. (the "Corporation").

ARTICLE II

The period of its duration shall be perpetual.

ARTICLE III

The Corporation is organized purpose of conducting any lawful business for which a corporation may be organized under the laws of the State of Nevada.

ARTICLE IV

The aggregate number of shares that the Corporation will have authority to issue is Two Hundred Billion (2,000,000,000) shares will be Common Stock, with a par value of \$0.001 per share. Shares of any class of common stock may be issued, without shareholder action, from time to time in one or more series as may from time to time be determined by the board of directors. The board of directors of this Corporation is hereby expressly granted authority, without shareholder action, and within the limits set forth in the Nevada Revised Statutes, to:

(i) designate in whole or in part, the powers, preferences, limitations, and relative rights, of any class of shares before the issuance of any shares of that class;

(ii) create one or more series within a class of shares, fix the number of shares of each such series, and designate, in whole or part, the powers, preferences, limitations, and relative rights of the series, all before the issuance of any shares of that series;

(iii) alter or revoke the powers, preferences, limitations, and relative rights granted to or imposed upon any wholly unissued class of shares or any wholly unissued series of any class of shares;

(iv) increase or decrease the number of shares constituting any series, the number of shares of which was originally fixed by the board of directors, either before or after the issuance of shares of the series; provided that, the number may not be decreased below the number of shares of the series then outstanding, or increased above the total number of authorized shares of the applicable class of shares available for designation as a part of the series;

QBPHX2086014.2

ARTICLE V

Provisions for the regulation of the internal affairs of the Corporation will be contained in its Bylaws as adopted by the Board of Directors. The number of Directors of the Corporation shall be fixed by its Bylaws.

ARTICLE VI

The Corporation shall indemnify any person against expenses, including without limitation, attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, in all circumstances in which, and to the extent that, such indemnification is permitted and provided for by the laws of the State of Nevada then in effect.

ARTICLE VII

To the fullest extent permitted by Chapter 78 of the Nevada Revised Statutes as the same exists or may hereafter be amended, an officer or director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages.

ARTICLE VIII

The Corporation expressly elects not to be governed by or be subject to the provisions of sections 78.378 through 78.3793 of the Nevada Revised Statutes or any similar or successor statutes adopted by any state which may be deemed to apply to the Corporation from time to time.

ARTICLE IX

Pursuant to the Order of the District Court of Clark County, Nevada entered August 25, 2016 in the cause known as In the Matter of Oceanic Research & Recovery, Inc., cause no. A-16-740323-P a copy of which is attached as Annex A hereto, (the "Order") and incorporated by reference herein, the Petitioner in said case, Barton Hollow Limited Liability Co., a Nevada limited liability company, was appointed custodian of the Corporation. As required under the Order, and pursuant to NRS 78.347(4), Barton Hollow Limited Liability Co., states as follows:

- A. Neither Barton Hollow Limited Liability Co., nor its affiliates or subsidiaries have been found to have violated, or otherwise been convicted of, any criminal, administrative, civil or Financial Industry Regulatory Authority, or Securities and Exchange Commission, regulation or statute;
- B. Barton Hollow Limited Liability Co made various unsuccessful attempts, including March 29, 2015, to contact the last known officers and directors of Oceanic Research & Recovery, Inc. to demand that the corporation comply with corporate formalities and to continue its business;

C. Barton Hollow Limited Liability Co is now actively pursuing the business of Oceanic Research & Recovery, Inc., in an effort to further the interest of its stockholders;

D. Pursuant to the Order, Barton Hollow Limited Liability Co was required to reinstate the corporate charter of Sunset Suits Holdings, Inc. and has done so effective as of September 8, 2016

SIGNATURE

The undersigned hereby certifies on behalf of OCEANIC RESEARCH & RECOVERY, INC., a corporation duly organized and existing under the laws of the State of Nevada (the "Corporation") that:

1. The undersigned is the President and Secretary, respectively, of the Corporation.
2. The foregoing Amended and Restated Articles of Incorporation have been duly approved by a majority vote of the Board of Directors.
3. The foregoing Amended and Restated Articles of Incorporation has been duly approved by the required vote of the shareholders in accordance with Nevada Corporations Code.

I further declare under penalty of perjury under the laws of the State of Nevada that the matters set forth in this certificate are true and correct of our own knowledge.



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5706
 Website: www.nvsos.gov



00204

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number
	20170108510-25
	Filing Date and Time
	03/13/2017 9:00 AM
Entry Number	
C2969-2004	

Certificate of Amendment
 (PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Amendment to Articles of Incorporation
 For Nevada Profit Corporations
 (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)**

1. Name of corporation:

OCEANIC RESEARCH & RECOVERY, INC

2. The articles have been amended as follows: (provide article numbers, if available)

Article IV has been amended as follows:

The Corporation will have the authority to issue is Two Billion Five Hundred and Fifty Million (2,550,000,000) share will be Common Stock, with a par value of \$0.001 per share.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of this amendment is: unanimous

4. Effective date and time of filing: (optional) Date: 03/10/2017 Time: 5:00pm
 (must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X *William L. McEwen*
 Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.
 This form must be accompanied by appropriate fees. Nevada Secretary of State Amend Profit After Revised: 1-5-15



090204



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Filed in the office of <i>Barbara K. Cegavske</i>	Document Number 20170120144-42
Barbara K. Cegavske Secretary of State State of Nevada	Filing Date and Time 03/21/2017 8:00 AM
	Entry Number C2969-2004

Certificate of Amendment
(PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations**
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Oceanic Research & Recovery, Inc.

2. The articles have been amended as follows: (provide article numbers, if available)

The new name of the company shall now be named "McCusker Holdings Corp."

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: unanimous

4. Effective date and time of filing: (optional) Date: 3/17/2017 Time: 5pm
(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X Willard L. McCusker
Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Amend Profit-After
Revised: 1-6-15



090204



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20170151804-89
	Filing Date and Time 04/06/2017 12:00 PM
	Entity Number C2969-2004

Certificate of Amendment
(PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)**

1. Name of corporation:

McCusker Holdings Corp. (f/k/a Oceanic Research & Recovery, Inc.)

2. The articles have been amended as follows: (provide article numbers, if available)

Article IV has been amended as follows:
The aggregate number of shares that the Corporation will have the authority to issue is Five Billion (5,000,000,000) share will be Common Stock, with a par value of \$0.001 per share.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is:

4. Effective date and time of filing: (optional) Date: Time:
(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X *Walter J. McLaughlin*
Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.
This form must be accompanied by appropriate fees.

Nevada Secretary of State Amend Profit-After
Revised: 1-5-15

Reset



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov



Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20170257079-30 Filing Date and Time 06/14/2017 10:00 AM Entry Number C2969-2004
--	---

Certificate of Amendment
 (PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Amendment to Articles of Incorporation
 For Nevada Profit Corporations**
 (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

McCusker Holdings Corp

2. The articles have been amended as follows: (provide article numbers, if available)

Form is to remove Adam Tracy as custodian of ORRV operating as McCusker Holdings Corp, Job No. C20170313-1444. The minutes and court order release is being submitted in an email with this document.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 51%

4. Effective date and time of filing: (optional) Date: 06/09/17 Time: 2:05 p.m. CST

(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X *Adam Tracy*
 Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.
 Nevada Secretary of State Amended Profit/After
 Revised: 1-5-15

REGISTER OF ACTIONS
Case No. A-16-740323-P

In the Matter of the Petition of Barton Hollow LLC

§
§
§
§
§
§

Case Type: Other Civil Filings
(Petition)
Date Filed: 07/20/2016
Location: Department 26
Cross-Reference Case Number: A740323

PARTY INFORMATION

Other Oceanic Research and Recovery
Group Inc

Lead Attorneys

Petitioner Barton Hollow LLC

Jay A. Shafer
Retained
702-794-4411(W)

EVENTS & ORDERS OF THE COURT

06/02/2017 Minute Order (7:00 AM) (Judicial Officer Sturman, Gloria)

Minutes

06/02/2017 7:00 AM

- Good cause appearing and pursuant to EDCR 2.23 COURT ORDERED, Barton Hollow, LLC's Motion To Discharge Custodianship And Enter Final Orders GRANTED without oral argument, and such motion is VACATED from the June 8 2017 civil motion calendar. CLERK'S NOTE: A copy of this minute order was electronically served to all W/Net registered parties by the Judicial Executive Assistant./s/ 6-2-17

[Return to Register of Actions](#)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER

Jay A. Shafer, Esq.
Nevada Bar No. 9184
PREMIER LEGAL GROUP
1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128
Telephone: (702) 794-4411
Fax: (702) 794-4421
jshafer@premierlegallgroup.com
Attorneys for Petitioner
BARTON HOLLOW, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of

Case No. A-16-740323-P
Dept. No. XXVI

**OCEANIC RESEARCH & RECOVERY
GROUP, INC., a Nevada Corporation,**

**EXEMPT FROM ARBITRATION
(Equitable Relief Requested)**

FINAL ORDER

This matter having come before the Court on Petitioner's MOTION TO DISCHARGE CUSTODIANSHIP AND ENTER FINAL ORDER, no appearances having been made, notice having been duly and properly given, with Respondent OCEANIC RESEARCH & RECOVERY GROUP, INC consenting to the termination of the custodianship;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Petitioner, BARTON HOLLOW, LLC has completed the duties of eustodian as outlined in this Court's August 25, 2016 Order, including the appointment of interim directors and officers, reinstatement of the corporation with the Nevada Secretary of State, and the completion of a duly noticed meeting of the corporation's shareholders;

<input type="checkbox"/> Voluntary Dismissal	<input checked="" type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Dismissal by Default	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Defect	<input type="checkbox"/> Judgment of Arbitration

PREMIER LEGAL GROUP
1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128
(702) 794-4411 Fax (702) 794-4421

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Petitioner, BARTON
HOLLOW, LLC is discharged as Custodian, with full control of OCEANIC RESEARCH &
RECOVERY GROUP, INC returned to its board of directors.

DATED this 7th day of June 2017.

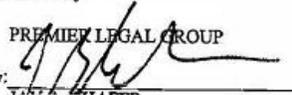

DISTRICT COURT JUDGE
38

PREMIER LEGAL GROUP
1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128
(702) 794-4411 Fax (702) 794-4421

Submitted by:

PREMIER LEGAL GROUP

By:


JAY A. SHAFER
Nevada Bar No. 9184
1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128
(702) 794-4411
Fax: (702) 794-4421
JShafer@premierlegalgroup.com



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov



090403

Certificate of Correction

(PURSUANT TO NRS CHAPTERS 78,
 78A, 80, 81, 82, 84, 86, 87, 87A, 88,
 88A, 89 AND 92A)

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20170466179-73
	Filing Date and Time 11/01/2017 3:00 PM
	Entity Number C2969-2004

USE BLACK INK ONLY - DO NOT HIGHLIGHT

Certificate of Correction

ABOVE SPACE IS FOR OFFICE USE ONLY

(Pursuant to NRS Chapters 78, 78A, 80, 81, 82, 84, 86, 87, 87A, 88, 88A, 89 and 92A)

1. The name of the entity for which correction is being made:

McCusker Holdings Corp

2. Description of the original document for which correction is being made:

Article of Merger

3. Filing date of the original document for which correction is being made: June 15 2017

4. Description of the inaccuracy or defect:

Corporation state is inaccurate in the attachment, and the preferred share amount

5. Correction of the inaccuracy or defect:

Corporation State is Nevada, not Texas, and there are zero preferred shares

6. Signature:

X Frank Hawley CEO 11/01/2017
 Authorized Signature Title * Date

* If entity is a corporation, it must be signed by an officer if stock has been issued, OR an incorporator or director if stock has not been issued; a limited-liability company, by a manager or managing members; a limited partnership or limited-liability limited partnership, by a general partner; a limited-liability partnership, by a managing partner; a business trust, by a trustee.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Correction
 Revised: 1-5-15



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov



090204

Certificate of Amendment
 (PURSUANT TO NRS 78.385 AND 78.390)

Filed in the office of <i>Barbara K. Cegavske</i>	Document Number 20180364625-47
Barbara K. Cegavske Secretary of State State of Nevada	Filing Date and Time 08/16/2018 3:38 PM
	Entry Number C2969-2004

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
 (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

McCusker Holdings Corp

2. The articles have been amended as follows: (provide article numbers, if available)

The new name of the company shall now be named "MHHC Enterprises Inc"

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is:

4. Effective date and time of filing: (optional) Date: Time:
 (must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X Frank J. Hawley
 Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.
 This form must be accompanied by appropriate fees. Nevada Secretary of State Amend Profit-After Revised: 1-5-15



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
 www.nvsilverlume.gov

Profit Corporation:
Certificate of Amendment (PURSUANT TO NRS 78.380 & 78.385/78.390)
Certificate to Accompany Restated Articles or Amended and
Restated Articles (PURSUANT TO NRS 78.403)
Officer's Statement (PURSUANT TO NRS 80.030)

4. Effective date and Time: (Optional) Date: 09/23/2020 Time: _____
 (must not be later than 90 days after the certificate is filed)

5. Information Being Changed: (Domestic corporations only)

Changes to takes the following effect:

- The entity name has been amended.
- The registered agent has been changed. (attach Certificate of Acceptance from new registered agent)
- The purpose of the entity has been amended.
- The authorized shares have been amended.
- The directors, managers or general partners have been amended.
- IRS tax language has been added.
- Articles have been added.
- Articles have been deleted
- Other.
 The articles have been amended as follows: (provide article numbers, if available)

(attach additional page(s) if necessary)

6. Signature: (Required)

Frank Hawley Officer
 Signature of Officer, Incorporator or Authorized Signer Title

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

Please include any required or optional information in space below:
 (attach additional page(s) if necessary)

Filed in the Office of <i>Barbara K. Cegorke</i>	Business Number C2969-2004
Secretary of State State Of Nevada	Filing Number 20200930094
	Filed On 09/23/2020 13:24:29 PM
	Number of Pages 4

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
MHHC ENTERPRISES, INC.

ARTICLE I: The name of the corporation shall be MHHC Enterprises, Inc. (the "Corporation").

ARTICLE II: The period of its duration shall be perpetual.

ARTICLE III: The Corporation is organized for the purpose of conducting any lawful business for which a corporation may be organized under the laws of the State of Nevada.

ARTICLE IV: The authorized number of shares that the Corporation will have authority to issue is as follows:

200,000,000 shares having a par value of \$0.001 per share, shall be the Common Stock of the Company.

500,000 shares having a par value of \$0.0001 per share, shall be the Series A Preferred Stock of the Company, having such rights and responsibilities as stated in the Designation.

ARTICLE V: Provisions for the regulation of the internal affairs of the Corporation will be contained in its Bylaws as adopted by the Board of Directors. The number of Directors of the Corporation shall be fixed by its Bylaws.

ARTICLE VI: The Corporation shall indemnify any person against expenses, including without limitation, attorneys' fees, judgements, fines and amount paid in settlement, actually and reasonably incurred by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, in all circumstances in which, and to the extent that, such indemnification is permitted and provided for by the laws of the State of Nevada then in effect.

ARTICLE VII: To the fullest extent permitted by Chapter 78 of the Nevada Revised Statutes as the same exists or may hereafter be amended, an officer or director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages.

ARTICLE VIII: The Corporation expressly elects not to be governed by or be subject to the provisions of sections 78.378 through 78.3793 of the Nevada Revised Statutes or any similar or successor statutes adopted by any state which may be deemed to apply to the Corporation from time to time.

SPACE LEFT INTENTIONALLY BLANK. SIGNATURE TO FOLLOW.



BARBARA K. CEGAUSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Articles of Merger
 (PURSUANT TO NRS 92A.200)
Page 2

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger -NRS 92A.190):

Attn: FRANK HAWLEY

c/o: MCCUSKER HOLDINGS CORP
 400 UNION AVE
 STE 200
 OLYMPIA, WA 98501

3) Choose one:

- The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).
- The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

4) Owner's approval (NRS 92A.200) (options a, b or c must be used, as applicable, for each entity):

- If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from the appropriate section of article four.

(a) Owner's approval was not required from

Name of merging entity, if applicable

and, or;

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 2
 Revised: 1-5-15



BARBARA K. CEGAUSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Articles of Merger
 (PURSUANT TO NRS 92A.200)
Page 3

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

(b) The plan was approved by the required consent of the owners of*:

Name of merging entity, if applicable

and, or:

Name of surviving entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 3
 Revised: 1-5-15



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Articles of Merger
 (PURSUANT TO NRS 92A.200)
Page 5

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)*:

6) Location of Plan of Merger (check a or b):

(a) The entire plan of merger is attached;

or,

(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date and time of filing: (optional) (must not be later than 90 days after the certificate is filed)

Date: Time:

* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 5
 Revised: 1-5-15



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Articles of Merger
 (PURSUANT TO NRS 92A.200)
Page 6

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)*

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article eight.

OORV ACQUISITION INC
 Name of merging entity
 X Will J McCall PRESIDENT
 Signature Title Date

OORV ACQUISITION INC
 Name of merging entity
 X Will J McCall SECRETARY
 Signature Title Date

OORV ACQUISITION INC
 Name of merging entity
 X Will J McCall TREASURER
 Signature Title Date

Name of merging entity
 X _____
 Signature Title Date

and,

MCCUSKER HOLDINGS CORP
 Name of surviving entity
 X Will J McCall PRESIDENT
 Signature Title Date

* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 6
 Revised: 1-5-15

Reset

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), is entered into effective as of February 17, 2017 by and among **Oceanic Research & Recovery, Inc.**, a Nevada corporation ("ORRV"), **OORV Acquisition, Inc.**, a Nevada corporation and a wholly-owned subsidiary of ORRV (the "OORV Subsidiary"), and **McCusker Holding Corp.**, an entity organized under the laws of the State of Texas (the "Company"), and the shareholders listed in Exhibit A, who are the holders of at least a majority in interest of the issued and outstanding capital stock of the Company (the "Company Shareholders").

WHEREAS, ORRV, through the OORV Subsidiary, desires to acquire all of the shares of the capital stock of the Company (the "Company Shares") owned by the Company Shareholders on the terms and conditions set forth in this Agreement;

WHEREAS, the parties intend to effectuate the aforementioned acquisition of Company Shares by merging the OORV Subsidiary with and into the Company (the "Merger") pursuant to the terms and conditions set forth in this Agreement with the Company being the surviving corporation (the "Surviving Corporation") in the Merger; and

WHEREAS, the Company and the Company Shareholders each deem it advisable and in their best interests to effect the Merger contemplated by this Agreement.

In consideration of the mutual covenants contained herein, ORRV, OORV Subsidiary, the Company and the Company Shareholders hereby agree as follows:

ARTICLE 1

TERMS OF THE MERGER

1.1 **Merger.** At the Effective Time (as hereinafter defined), upon the terms and subject to the conditions of this Agreement, the OORV Subsidiary shall merge with and into the Company (the "Merger") in accordance with the Nevada Statutes (the "Nevada Act") and the Nevada Corporations Code ("Nevada Act"). At the Effective Time, the separate existence of the OORV Subsidiary shall cease and the Company shall be the surviving corporation in the Merger (the "Surviving Corporation"). The parties shall execute Articles of Merger ("Articles of Merger") and such other documents necessary to comply in all respects with the requirements of the Nevada Act, the Nevada Act and with the provisions of this Agreement.

1.2 **Effective Time.** Subject to the terms and conditions of this Agreement, the Merger shall become effective at the time of the filing of the Articles of Merger with the Secretary of State of Nevada in accordance with the applicable provisions of the Nevada Act, the Nevada Act or at such later time as may be specified in the Articles of Merger. The time when the Merger shall become effective is herein referred to as the "Effective Time," and the date on which the Effective Time occurs is herein referred to as the "Closing Date." The closing of the Merger (the "Closing") and the filing of the Articles of Merger shall occur as soon as practicable after:

1.2.1 Execution of this Agreement;

1.2.2 Satisfactory completion by each party hereto of the due diligence investigation of each such other party to this Agreement;

1.2.3 Satisfaction of all conditions to closing set forth in Article 4, "Conditions Precedent to Obligations of ORRV and OORV Subsidiary," and Article 5, "Conditions Precedent to the Obligations of the Company and the Company Shareholders"; and

1.2.4 Receipt by ORRV of any required approvals under the Nevada Act, the Nevada Act and any other applicable corporate law and any other required regulatory approvals.

1.3 **Closing.** The Closing Date shall be no later than April 30, 2017. Any further extension of the Closing Date may be made only with the written consent of ORRV, the Company and the Company Shareholders. If the Closing has not occurred by April 30, 2017, unless extended as provided in this Section 1.3, this Agreement shall terminate.

1.4 **Merger Consideration; Conversion of Shares.** The total consideration to be paid to the Company Shareholders in connection with the Merger (the "Total Merger Consideration") shall be issuance of up to 301,207,000 restricted shares on a ten-for-one basis of ORRV Common Stock, par value \$0.001 per share (the "ORRV Shares"), to the Company Shareholders on the Closing Date. Subject to the provisions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of the Company Shareholders, the Company, ORRV or the OORV Subsidiary, each outstanding share of Common Stock of the Company shall be converted into the right to receive a pro rata amount of ORRV Shares.

1.5 **Exchange of Convertible Securities.** Prior to the Closing, each outstanding option, warrant or other security convertible into or exercisable for Company Shares ("Company Convertible Securities") shall be exchanged for or converted into convertible securities of ORRV ("ORRV Convertible Securities"), which ORRV Convertible Securities shall have substantially the same terms as the Company Convertible Securities.

1.6 **Shareholder's Rights upon Merger.** Upon consummation of the Merger, the Company Shareholders shall cease to have any rights with respect to the certificates which theretofore represented shares of Company Shares (the "Certificates"), and, subject to applicable law and this Agreement, shall only have the right to receive their pro rata share of the Total Merger Consideration, including their pro rata share of the number of ORRV Shares into which the Company Shares has been converted pursuant to this Agreement and the Merger.

1.7 **Surrender and Exchange of Shares; Payment of Merger Consideration.** In connection with the Closing, upon receipt of notice from the Company and ORRV of the Effective Time, the Company Shareholders shall surrender and deliver the Certificates to ORRV duly endorsed in blank. As soon as reasonably practicable following the later to occur of the Effective Time or such surrender and delivery, ORRV will deliver to the Company Shareholders certificates representing their ORRV Shares. Until so surrendered and exchanged, each outstanding Certificate after the Effective Time shall be deemed for all purposes to evidence only the right to receive the Total Merger Consideration set forth herein.

2.4 **Exclusive Dealing.** The Company Shareholders are not engaged in any discussions or negotiations for the purchase or sale of any Company Shares, except those discussions with ORRV which are embodied in this Agreement.

2.5 **Capitalization.** The authorized capital stock of the Company consists of 100,000,000 shares of Common Stock, \$0.001 value per share, 30,120,720 shares of which are issued and outstanding. The authorized preferred stock of the Company consists of 10,000,000 shares of preferred stock, no par value, 8,000 of which are issued and outstanding. The Company Shares constitute the only outstanding shares of the capital stock of the Company of any nature whatsoever, voting and non-voting. The Company Shares are validly issued, fully paid and non-assessable and are subject to no restrictions on transfer, except those imposed by the applicable federal and state securities laws. All Company Shares are certificated, and the Company has not executed and delivered certificates for Company Shares in excess of the number of Company Shares set forth in this Section 2.5. Except as set forth in the Company Disclosure Schedule, there are no outstanding options, warrants, rights, calls, commitments, conversion rights, plans or other agreements of any character providing for the purchase, issuance or sale of, or any securities convertible into, capital stock of the Company, whether issued, unissued or held in its treasury. There are no treasury shares.

2.6 **Ownership and Authority.** The execution, delivery and performance of this Agreement by the Company has been duly authorized by its Board of Directors of the Company and all other required corporate approvals have been obtained. This Agreement is valid and binding upon the Company, and is enforceable against the Company in accordance with its terms, subject to bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally. The execution, delivery and performance of this Agreement by the Company will not result in the violation or breach of any term or provision of charter instruments applicable to the Company or constitute a material default under any material indenture, mortgage, deed of trust or other contract or agreement to which the Company is a party or by which the Company or any of its properties is bound and will not cause the creation of a lien or encumbrance on any properties owned by or leased to or by the Company.

2.7 **Financial Statements.** The financial statements for the Company for the years ending December 31, 2015 and 2016 (the "Audited Financial Statements") have been prepared from the books and records of the Company by its independent public accountants. The financial statements of the Company for the period from July 1 through August 31, 2015 (the "Unaudited Financial Statements" and, together with the Audited Financial Statements, the "Company Financial Statements") have been prepared from the books and records of the Company by its management, but are in auditable condition. The Company Financial Statements (i) are true, complete, and correct, and fairly present the financial condition and assets and liabilities or the results of operations of the Company as of the dates thereof and for the periods indicated in conformity with generally accepted accounting principles consistently applied, and (ii) contain and reflect all necessary adjustments for fair and accurate presentation of the financial condition as of such dates. There has not been any change between the date of the Company Financial Statements and the date of this Agreement which has had an adverse effect on the financial position or results of operations of the Company. Except as and to the extent reflected or reserved against in such

Company Financial Statements, or otherwise expressly disclosed therein, the Company has no liabilities or obligations, contingent or otherwise, of a nature required to be reflected in the Company Financial Statements in accordance with generally accepted accounting principles consistently applied.

2.8 **Absence of Certain Changes.** During the period from the date of this Agreement through and including the Closing Date, the Company has not:

2.8.1 Suffered any adverse change affecting its assets, liabilities, financial condition or business except in the ordinary course of business;

2.8.2 Made any change in the compensation payable or to become payable to any of its employees or agents, or made any bonus payments or compensation arrangements to or with any of its employees or agents, whether direct or indirect, except in the ordinary course of business consistent with past practices;

2.8.3 Paid or declared any dividends, distributions or other payments due or owing to the Selling Shareholders or redeemed or repurchased (or agreed to redeem or repurchase) any of its capital stock;

2.8.4 Issued any stock, or granted any stock options or warrants to purchase stock or issued any securities convertible into common stock of the Company, except as set forth on Schedule 2.10.4;

2.8.5 Sold or transferred any of its assets or canceled any indebtedness or claims owing to it, except in the ordinary course of business and consistent with its past practices;

2.8.6 Sold, assigned or transferred any formulas, inventions, patents, patent applications, trademarks, trade names, copyrights, licenses, computer programs or software, know-how or other intangible assets;

2.8.7 Amended or terminated any contract, agreement or license to which it is a party otherwise than in the ordinary course of business or as may be necessary or appropriate for the consummation of the transactions described herein;

2.8.8 Borrowed any money or incurred, directly or indirectly (as a guarantor or otherwise), any indebtedness in excess of \$1,000,000 except in the ordinary course of business and consistent with its past practices;

2.8.9 Discharged or satisfied any lien or encumbrance or paid any obligation or liability (absolute or contingent), other than current liabilities shown in the Financial Statements or current liabilities incurred since such date in the ordinary course of business, consistent with its past practices;

2.8.10 Mortgaged, pledged or subjected to lien, charge or other encumbrance any of its assets, except in the ordinary course of business and consistent with its past practices; or

2.14 Compliance With Laws. The Company has conducted and is continuing to conduct its business in compliance with, and is in compliance with, all applicable statutes, orders, rules and regulations promulgated by governmental authorities relating in any respect to its operations, conduct of business or use of properties, except where noncompliance with any such statutes, orders, rules or regulations would not have an adverse effect on the Company or its results of operations. Such statutes, orders, rules or regulations include, but are not limited to, any applicable statute, order, rule or regulation relating to (i) wages, hours, hiring, nondiscrimination, retirement, benefits, pensions, working conditions, and worker safety and health; (ii) air, water, toxic substances, noise, or solid, gaseous or liquid waste generation, handling, storage, disposal or transportation; (iii) zoning and building codes; (iv) the production, storage, processing, advertising, sale, distribution, transportation, disposal, use and warranty of products; or (v) trade and antitrust regulations. The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated by this Agreement will not, separately or jointly, violate, contravene or constitute a default under any applicable statutes, orders, rules and regulations promulgated by governmental authorities or cause a lien on any property used, owned or leased by the Company to be created thereunder. To the knowledge of the Company, there are no proposed changes in any applicable statutes, orders, rules and regulations promulgated by governmental authorities that would cause any representation or warranty contained in this Section 2.21 to be untrue or have an adverse effect on its operations, conduct of business or use of properties.

2.15 Filings. The Company has made all filings and reports required under all local, state and federal laws with respect to its business and of any predecessor entity or partnership, except filings and reports in those jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders the required filings or reports unnecessary as a practical matter.

2.16 Certain Activities. The Company has not, directly or indirectly, engaged in or been a party to any of the following activities:

2.16.1 Bribes, kickbacks or gratuities to any person or entity, including domestic or foreign government officials or any other payments to any such persons or entity, whether legal or not legal, to obtain or retain business or to receive favorable treatment of any nature with regard to business (excluding commissions or gratuities paid or given in full compliance with applicable law and constituting ordinary and necessary expenses incurred in carrying on its business in the ordinary course);

2.16.2 Contributions (including gifts), whether legal or not legal, made to any domestic or foreign political party, political candidate or holder of political office;

2.16.3 Holding of or participation in bank accounts, funds or pools of funds created or maintained in the United States or any foreign country, without being reflected on the corporate books of account, or as to which receipts or disbursements therefrom have not been reflected on such books, the purpose of which is to obtain or retain business or to receive favorable treatment with regard to business;

2.16.4 Receiving or disbursing monies, the actual nature of which has been improperly disguised or intentionally misrecorded on or improperly omitted from the corporate books of account;

2.16.5 Paying fees to domestic or foreign consultants or commercial agents which exceed the reasonable value of the ordinary and customary consulting and agency services purported to have been rendered;

2.16.6 Paying or reimbursing (including gifts) personnel of the Company for the purpose of enabling them to expend time or to make contributions or payments of the kind or for the purposes referred to in Subparagraphs 2.23.1 through 2.23.5 above;

2.16.7 Participating in any manner in any activity which is illegal under the international boycott provisions of the Export Administration Act, as amended, or the international boycott provisions of the Internal Revenue Code, or guidelines or regulations thereunder; and

2.16.8 Making or permitting unlawful charges, mischarges or defective or fraudulent pricing under any contract or subcontract under a contract with any department, agency or subdivision thereof, of the United States government, state or municipal government or foreign government.

2.17 **Employment Relations.** The Company is in compliance with all federal, state or other applicable laws, domestic or foreign, respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not and is not engaged in any unfair labor practice; no unfair labor practice complaint against the Company is pending before the National Labor Relations Board; there is no labor strike, dispute, slow down or stoppage actually pending or threatened against or involving the Company; no labor representation question exists respecting the employees of the Company; no grievance which might have an adverse effect upon the Company or the conduct of its business exists; no arbitration proceeding arising out of or under any collective bargaining agreement is currently being negotiated by the Company; and the Company has not experienced any material labor difficulty during the last three (3) years.

2.18 **Insurance Coverage.** The Company has heretofore delivered copies of the policies of fire, liability, workers' compensation or other forms of insurance of the Company. The Company has complied with the terms and provisions of such policies including, without limitation, all riders and amendments thereto. The Company has met required collateral and premium for coverages in force. In the reasonable judgment of the Company and the Company Shareholders, such insurance is adequate and the Company will keep all current insurance policies in effect through the Closing.

2.19 **Articles of Incorporation and Bylaws.** The Company has heretofore delivered to ORRV true, accurate and complete copies of the Articles of Incorporation and Bylaws of the Company, together with all amendments to each of the same as of the date hereof.

2.20 **Corporate Minutes.** The minute books of the Company provided to ORRV at the Closing are the correct and only such minute books and do and will contain, in all material respects, complete and accurate records of any and all proceedings and actions at all meetings, including

written consents executed in lieu of meetings of its shareholders, Board of Directors and committees thereof through the Closing Date. The stock records of the Company delivered to ORRV at the Closing are the correct and only such stock records and accurately reflects all issues and transfers of record of the capital stock of the Company. The Company does not have any of its records or information recorded, stored, maintained or held off the premises of the Company.

2.21 **Default on Indebtedness.** The Company is not in default under any evidence of indebtedness for borrowed money.

2.22 **Indebtedness.** Neither the Company Shareholders nor any corporation or entity with which they are affiliated are indebted to the Company, and the Company has no indebtedness or liability to any Shareholder or any corporation or entity with which they are affiliated.

2.23 **Governmental Approvals.** Except as set forth in Section 2.30 of the Company Disclosure Schedule, no consent, approval or authorization of, or notification to or registration with, any governmental authority, either federal, state or local, is required in connection with the execution, delivery and performance of this Agreement by the Company Shareholders or the Company.

2.24 **Investment Intent.** The Company Shareholders are taking the ORRV Shares for their own account and for investment, with no present intention of dividing their interest with others or of reselling or otherwise disposing of all or any portion of the ORRV Shares other than pursuant to available exemptions under applicable securities laws. The Company Shareholders do not intend to sell the ORRV Shares, either currently or after the passage of a fixed or determinable period of time or upon the occurrence or non-occurrence of any predetermined event or circumstance. The Company Shareholders have no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for, or which is likely to compel, a disposition of the ORRV Shares. The Company Shareholders are not aware of any circumstances presently in existence which are likely in the future to prompt a disposition of the ORRV Shares. The Company Shareholders possess the experience in business in which ORRV is involved necessary to make an informed decision to acquire the ORRV Shares and the Company Shareholders have the financial means to bear the economic risk of the investment in the ORRV Shares as of the Closing Date. The Company Shareholders have been represented by legal counsel and have consulted with financial advisors to the extent they deemed necessary. The Company Shareholders have received and read the Disclosure Statement of ORRV including its financial statements, SEC Reports, as defined in Section 3.6, "Securities Filings; Financial Statements," and any additional information they have requested. The Company Shareholders have had the opportunity to ask questions of the directors and officers of ORRV concerning ORRV.

2.25 **Licenses, Permits and Required Consents.** The Company has all required franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations and permits ("Authorizations") necessary to the conduct of its business as currently conducted or proposed to be conducted. A list of such Authorizations is set forth in Section 2.32 of the Company Disclosure Schedule attached hereto, true, correct and complete copies of which have previously been delivered to ORRV. All Authorizations relating to the business of the Company are in full force and effect, no violations have been made in respect thereof, and no proceeding is pending or

threatened which could have the effect of revoking or limiting any such Authorizations and the same will not cease to remain in full force and effect by reason of the transactions contemplated by this Agreement.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF ORRV, THE ORRV SUBSIDIARY AND THE PRINCIPAL ORRV SHAREHOLDERS

Except as disclosed in the schedules to be delivered by ORRV and the OORV Subsidiary on the Closing Date (the "ORRV Disclosure Schedule"), which ORRV Disclosure Schedule is incorporated into and should be considered an integral part of this Agreement, ORRV and the OORV Subsidiary represent and warrant to the Company and the Shareholders as follows to all Sections except for Section 3.29, "Transferability of ORRV Shares," which Section contains representations and warranties of the ORRV Principal Shareholders:

3.1 Organization and Good Standing.

3.1.1 ORRV is a corporation duly organized and existing in good standing under the laws of the State of Nevada. ORRV has full corporate power and authority to carry on its business as now conducted. ORRV is duly qualified to transact business in the State of Nevada and in all states and jurisdictions in which the business or ownership of the OORV Subsidiary's properties or assets makes it necessary so to qualify (other than in jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders qualification as a foreign corporation unnecessary as a practical matter).

3.1.2 The OORV Subsidiary is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Nevada. The OORV Subsidiary has full corporate power and authority to carry on its business as now conducted. OORV Subsidiary is duly qualified to transact business in the State of Nevada and in all states and jurisdictions in which the business or ownership of the ORRV Subsidiary's properties or assets makes it necessary so to qualify (other than in jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders qualification as a foreign corporation unnecessary as a practical matter).

3.2 Finders. No agent, broker, person or firm acting on behalf of ORRV or the OORV Subsidiary is, or will be, entitled to any commission or broker's or finder's fees from any of the parties to this Agreement, or from any person controlling, controlled by or under common control with any of the parties to this Agreement, in connection with any of the transactions contemplated in this Agreement.

3.3 Authority and Consent. The execution, delivery and performance of this Agreement by ORRV and the OORV Subsidiary have been duly authorized by their respective Board of Directors. This Agreement is valid and binding upon ORRV and the OORV Subsidiary, subject to shareholder approval, and is enforceable against ORRV and the OORV Subsidiary in

accordance with its terms, subject to bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally. ORRV and the OORV Subsidiary have read and understand this Agreement, have consulted legal and accounting representatives to the extent deemed necessary and have the capacity to enter into this Agreement and to carry out the transactions contemplated hereby without the consent of any third party, except shareholder approval.

3.4 Validity of Agreement. Neither the execution nor the delivery of this Agreement by ORRV and the OORV Subsidiary, nor the performance by ORRV and the OORV Subsidiary of any of the covenants or obligations to be performed by ORRV and the OORV Subsidiary hereunder, will result in any violation of any order, decree or judgment of any court or other governmental body, or statute or law applicable to ORRV and the OORV Subsidiary, or in any breach of any terms or provisions of the Articles of Incorporation or the Bylaws of ORRV or the OORV Subsidiary, respectively, or constitute a default under any indenture, mortgage, deed of trust or other contract to which ORRV and the OORV Subsidiary is a party or by which ORRV and the OORV Subsidiary is bound.

3.5 Government Approvals. No consent, approval or authorization of, or notification to or registration with, any governmental authority, either federal, state or local, is required in connection with the execution, delivery and performance of this Agreement by ORRV and the OORV Subsidiary.

3.6 Capitalization.

3.6.1 The authorized capital stock of ORRV consists of 2,000,000,000 shares of Common Stock, \$0.001 par value per share, 1,917,937,177,000 shares of which are issued and outstanding ("Outstanding ORRV Shares"). The Outstanding ORRV Shares constitute the only outstanding shares of the capital stock of ORRV of any nature whatsoever, voting and non-voting. The Outstanding ORRV Shares are validly issued, fully paid and non-assessable and are subject to no restrictions on transfer. All Outstanding ORRV Shares are certificated, and the Company has executed and delivered no certificates for shares in excess of the number of Outstanding ORRV Shares set forth in this [Section 2.5](#). There are no outstanding options, warrants, rights, calls, commitments, conversion rights, plans or other agreements of any character providing for the purchase, issuance or sale of, or any securities convertible into, capital stock of ORRV, whether issued, unissued or held in its treasury. There are no treasury shares.

3.6.2 The authorized capital stock of the OORV Subsidiary consists of 1,000,000 shares of Common Stock, \$0.001 par value per share, 1,000 of which are issued and outstanding ("Outstanding OORV Subsidiary Shares"). The Outstanding OORV Subsidiary Shares constitute the only outstanding shares of the capital stock of the OORV Subsidiary of any nature whatsoever, voting and non-voting. The Outstanding OORV Subsidiary Shares are validly issued, fully paid and non-assessable and are subject to no restrictions on transfer. The Company has executed and delivered no certificates for shares in excess of the number of Outstanding OORV Subsidiary Shares set forth in this [Section 3.7.2](#). There are no outstanding options, warrants, rights, calls, commitments, conversion rights, plans or other agreements of any character providing for

the purchase, issuance or sale of, or any securities convertible into, capital stock of the ORRV Subsidiary, whether issued, unissued or held in its treasury. There are no treasury shares.

3.7 **Subsidiaries.** Except for the OORV Subsidiary, neither ORRV nor the OORV Subsidiary has any subsidiaries. Neither ORRV nor the ORRV Subsidiary not own five percent (5%) or more of the securities having voting power of any corporation (or would own such securities in such amount upon the closing of any existing purchase obligations for securities).

3.8 **Absence of Certain Changes.** During the period from the date of this Agreement through and including the Closing Date, neither ORRV nor the OORV Subsidiary has:

3.8.1 Suffered any adverse change affecting its assets, liabilities, financial condition or business except in the ordinary course of business;

3.8.2 Made any change in the compensation payable or to become payable to any of its employees or agents, or made any bonus payments or compensation arrangements to or with any of its employees or agents, whether direct or indirect, except in the ordinary course of business consistent with past practices;

3.8.3 Paid or declared any dividends, distributions or other payments due or owing to the Selling Shareholders or redeemed or repurchased (or agreed to redeem or repurchase) any of its capital stock;

3.8.4 Issued any stock, or granted any stock options or warrants to purchase stock or issued any securities convertible into common stock of ORRV or the OORV Subsidiary, except as set forth in Schedule 3.9.4;

3.8.5 Sold or transferred any of its assets or canceled any indebtedness or claims owing to it, except in the ordinary course of business and consistent with its past practices;

3.8.6 Sold, assigned or transferred any formulas, inventions, patents, patent applications, trademarks, trade names, copyrights, licenses, computer programs or software, know-how or other intangible assets;

3.8.7 Amended or terminated any contract, agreement or license to which it is a party otherwise than in the ordinary course of business or as may be necessary or appropriate for the consummation of the transactions described herein;

3.8.8 Borrowed any money or incurred, directly or indirectly (as a guarantor or otherwise), any indebtedness in excess of \$5,000, except in the ordinary course of business and consistent with its past practices;

3.8.9 Discharged or satisfied any lien or encumbrance or paid any obligation or liability (absolute or contingent), other than current liabilities shown in the Financial Statements or current liabilities incurred since such date in the ordinary course of business, consistent with its past practices;

3.8.10 **Mortgaged, pledged or subjected to lien, charge or other encumbrance** any of its assets, except in the ordinary course of business and consistent with its past practices; or

3.8.11 Entered into or committed to any other transaction other than in the ordinary course of business, consistent with past practices.

3.9 **Taxes.** ORRV has filed all federal, state, local or foreign tax returns, tax reports or forms that it is required to file since its inception. Copies of all such tax returns filed since its inception will be provided to the Company upon request. No taxes are due to any federal, state, local or foreign tax authority. ORRV is not obligated to make any payments, and is not a party to any agreement that under any circumstances could obligate it to make any payments that will not be deductible under Section 280G of the Code. ORRV has disclosed on its federal income tax returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Section 6662 of the Code. ORRV is not a party to any Tax allocation or sharing agreement. ORRV (i) has not been a member of an affiliated group filing a consolidated federal income tax return, (ii) is not and has not ever been a partner in a partnership or an owner of an interest in an entity treated as a partnership for federal income tax purposes, and (iii) has no liability for the Taxes of any person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

3.10 **Title to Properties and Assets.** ORRV presently owns or leases real property from which it conducts its business and owns or leases certain personal property. ORRV has good and marketable title to all real and personal property reflected on its books and records as owned by it or otherwise required or used in the operation of its business, free and clear of all security interests, liens, encumbrances, mortgages or charges of any nature. Set forth in Section 3.11 of the ORRV Disclosure Schedule is a list of property leased by ORRV. Such improved real property or tangible personal property is in good operating condition and repair, and suitable for the purpose for which it is being used, subject in each case to consumption in the ordinary course, ordinary wear and tear and ordinary repair, maintenance and periodic replacement.

3.11 **No Default.** Neither ORRV nor the OORV Subsidiary is in default under any provision of any contract, commitment, or agreement respecting ORRV, the OORV Subsidiary or any of their respective assets to which ORRV or the OORV Subsidiary is or are parties or by which they are bound.

3.12 **Litigation.** With the exception of Clark County District Court cause no A-16-740323, pursuant to which Barton Hollow, LLC was appointed custodian over ORRV, there are no lawsuits, arbitration actions or other proceedings (equitable, legal, administrative or otherwise) pending or, threatened, and there are no investigations pending or threatened against ORRV or the OORV Subsidiary which relate to and could have a material adverse effect on the properties, business, assets or financial condition of ORRV or the OORV Subsidiary or which could adversely affect the validity or enforceability of this Agreement or the obligation or ability of ORRV or the OORV Subsidiary to perform their respective obligations under this Agreement or to carry out the transactions contemplated by this Agreement.

3.13 **Absence of Pension Liability.** Neither ORRV nor the OORV Subsidiary has any liability of any nature to any person or entity for pension or retirement obligations, vested or unvested, to or for the benefit of any of its existing or former employees. The consummation of the transactions contemplated by this Agreement will not entitle any employee of ORRV or the OORV Subsidiary to severance pay, unemployment compensation or any other payment, except as expressly provided in this Agreement, including the Exhibits, or accelerate the time of payment or increase the amount of compensation due to any such employee. Neither ORRV nor the OORV Subsidiary have presently nor have they ever had any employee benefit plans and have no announced plan or legally binding commitment to create any employee benefit plans.

3.14 **Compliance with Laws.** ORRV and the OORV Subsidiary have conducted and are continuing to conduct their respective businesses in compliance with, and are in compliance with, all applicable statutes, orders, rules and regulations promulgated by governmental authorities relating in any respect to its operations, conduct of business or use of properties, except where noncompliance with any such statutes, orders, rules or regulations would not have an adverse effect on either ORRV, the OORV Subsidiary or their respective results of operations. Such statutes, orders, rules or regulations include, but are not limited to, any applicable statute, order, rule or regulation relating to (i) wages, hours, hiring, nondiscrimination, retirement, benefits, pensions, working conditions, and worker safety and health; (ii) air, water, toxic substances, noise, or solid, gaseous or liquid waste generation, handling, storage, disposal or transportation; (iii) zoning and building codes; (iv) the production, storage, processing, advertising, sale, distribution, transportation, disposal, use and warranty of products; or (v) trade and antitrust regulations. The execution, delivery and performance of this Agreement by ORRV and the OORV Subsidiary and the consummation by ORRV and the OORV Subsidiary of the transactions contemplated by this Agreement will not, separately or jointly, violate, contravene or constitute a default under any applicable statutes, orders, rules and regulations promulgated by governmental authorities or cause a lien on any property used, owned or leased by ORRV or the OORV Subsidiary to be created thereunder. There are no proposed changes in any applicable statutes, orders, rules and regulations promulgated by governmental authorities that would cause any representation or warranty contained in this Section 3.17 to be untrue or have an adverse effect on its operations, conduct of business or use of properties.

3.15 **Filings.** ORRV and the OORV Subsidiary have made all filings and reports required under all local, state and federal laws with respect to its business and of any predecessor entity or partnership, except filings and reports in those jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders the required filings or reports unnecessary as a practical matter.

3.16 **Certain Activities.** Neither ORRV nor the OORV Subsidiary has, directly or indirectly, engaged in or been a party to any of the following activities:

3.16.1 Bribes, kickbacks or gratuities to any person or entity, including domestic or foreign government officials or any other payments to any such persons or entity, whether legal or not legal, to obtain or retain business or to receive favorable treatment of any nature with regard to business (excluding commissions or gratuities paid or given in full

compliance with applicable law and constituting ordinary and necessary expenses incurred in carrying on its business in the ordinary course);

3.16.2 Contributions (including gifts), whether legal or not legal, made to any domestic or foreign political party, political candidate or holder of political office;

3.16.3 Holding of or participation in bank accounts, funds or pools of funds created or maintained in the United States or any foreign country, without being reflected on the corporate books of account, or as to which receipts or disbursements therefrom have not been reflected on such books, the purpose of which is to obtain or retain business or to receive favorable treatment with regard to business;

3.16.4 Receiving or disbursing monies, the actual nature of which has been improperly disguised or intentionally misrecorded on or improperly omitted from the corporate books of account;

3.16.5 Paying fees to domestic or foreign consultants or commercial agents which exceed the reasonable value of the ordinary and customary consulting and agency services purported to have been rendered;

3.16.6 Paying or reimbursing (including gifts) personnel of ORRV or the OORV Subsidiary for the purpose of enabling them to expend time or to make contributions or payments of the kind or for the purposes referred to in Subparagraphs 2.23.1 through 2.23.5 above;

3.16.7 Participating in any manner in any activity which is illegal under the international boycott provisions of the Export Administration Act, as amended, or the international boycott provisions of the Internal Revenue Code, or guidelines or regulations thereunder; and

3.16.8 Making or permitting unlawful charges, mischarges or defective or fraudulent pricing under any contract or subcontract under a contract with any department, agency or subdivision thereof, of the United States government, state or municipal government or foreign government.

3.17 Employment Relations. ORRV and the OORV Subsidiary are in compliance with all Federal, state or other applicable laws, domestic or foreign, respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not and is not engaged in any unfair labor practice; no unfair labor practice complaint against either ORRV or the OORV Subsidiary is pending before the National Labor Relations Board; there is no labor strike, dispute, slow down or stoppage actually pending or threatened against or involving either ORRV or the OORV Subsidiary; no labor representation question exists respecting the employees of either ORRV or the OORV Subsidiary; no grievance which might have an adverse effect upon either ORRV or the OORV Subsidiary or the conduct of its business exists; no arbitration proceeding arising out of or under any collective bargaining agreement is currently being negotiated by either ORRV or the OORV Subsidiary; and either ORRV or the OORV Subsidiary has not experienced any material labor difficulty during the last three (3) years.

3.25 **Employment and Consulting Agreements.** Neither ORRV nor the OORV Subsidiary has any outstanding employment or consulting agreement, written or oral, with any employee or third party.

3.26 **Transferability of ORRV Shares.** The ORRV Shares are qualified for trading on Nasdaq's OTC Bulletin Board under the symbol ORRV. There are at least two market makers for the ORRV Share and will be at least two market makers after the Merger. The ORRV Shares owned by non-Affiliates were registered with the SEC under an SB-2 Registration Statement and are freely tradable on the OTC Bulletin Board and transferable without further action by ORRV. The ORRV Shares owned by non-Affiliates will continue to be tradable on the OTC Bulletin Board and transferable by non-Affiliates after the Merger, provided that ORRV timely files a report on Form 8-K containing information about the Merger and the Company as required by applicable SEC regulations. The term "Affiliate" in this Agreement shall have the meaning as defined in Rule 415 under the Securities Act of 1933, as amended. The foregoing representations and warranties do not apply if non-Affiliates who hold ORRV Shares have pledged, hypothecated or otherwise restricted the transferability of their ORRV Shares.

ARTICLE 4

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF ORRV AND THE ORRV SUBSIDIARY

The obligations of ORRV and the OORV Subsidiary pursuant to this Agreement are, at the option of ORRV and the OORV Subsidiary, subject to the fulfillment to ORRV's and the OORV Subsidiary's satisfaction on or before the Closing Date of each of the following conditions:

4.1 **Execution of this Agreement.** The Company and the Shareholders have duly executed and delivered this Agreement to ORRV, and all corporate action required to consummate the Merger and the transactions contemplated hereby shall have been duly and validly taken.

4.2 **Representations and Warranties Accurate.** All representations and warranties of the Shareholder and the Company contained in this Agreement shall have been true in all material respects as of the Closing Date.

4.3 **Performance of the Company and Shareholders.** The Company and the Shareholders shall have performed and complied with all agreements, terms and conditions required by this Agreement to be performed or complied with by them.

4.4 **Tender of Company Shares.** The Shareholders shall deliver to ORRV all Company Shares and all options, warrants or other rights to acquire Company Shares owned by such Shareholders free and clear of any liens, encumbrances and other obligations.

4.5 **Intellectual Property.** All trademarks, trade names, service marks, licenses or other rights that the Company uses in connection with its business shall be free and clear of any encumbrances, controversies, infringement or other claims or obligations on the Closing Date.

4.6 **Consent of Material Customers.** Prior to Closing, the Company shall have obtained all approvals in connection with the transfer of the Company Shares by the Shareholders to ORRV as may be required by any material contracts between the Company and any of its principal customers, and such approvals shall have been issued in written form and substance satisfactory to ORRV and its counsel or ORRV shall have waived such requirements.

4.7 **Obligations to Third Parties.** There shall be no loans or obligations outstanding from the Company to any third party, except those incurred in the ordinary course of business or as otherwise disclosed to ORRV.

4.8 **Outstanding Obligations to Employees.** There shall be no outstanding claims, loans or obligations of the Company owed to any of their employees or officers, provided that ORRV shall give notice to the Shareholders and the Company of its approval or withholding of approval of any claims, loans or obligations then known to ORRV on or before the Closing Date.

4.9 **Approval of Plan of Merger.** The Merger and the Articles of Merger shall have been duly approved by the Board of Directors of the Company and the Shareholders pursuant to the Nevada Act.

4.10 **Financial and Other Conditions.** The Company shall have no contingent or other liabilities connected with its business, except as disclosed in the Financial Statements or which otherwise have been incurred in the ordinary course of business and have otherwise been disclosed to ORRV. The review of the business, premises and operations of the Company and the Financial Statements by ORRV at its expense shall be satisfactory to ORRV and shall not have revealed any matter which, in the sole judgment of ORRV, makes the acquisition on the terms herein set forth inadvisable for ORRV.

4.11 **Legal Prohibition; Regulatory Consents.** On the Closing Date, there shall exist no injunction or final judgment, law or regulation prohibiting the consummation of the transactions contemplated by this Agreement. Any required governmental or regulatory consents shall have been obtained.

4.12 **All Contracts Continued.** Except as set forth in Schedule 4.13, all lines of credit, debts, financing arrangements, leases and other contracts of the Company shall be acceptable to ORRV and shall continue under their present terms and conditions after the Closing Date and all approvals relating to the transfer of Company Shares by the Shareholders in the Merger, and to effect the transactions contemplated hereby, required by the foregoing instruments and arrangements shall have been obtained by the Closing Date. ORRV shall have received estoppel letters in form and substance reasonably acceptable to it from other parties to any Contracts, if and as requested by ORRV.

4.13 **Preferred Stock.** The Company shall have no shares of Preferred Stock outstanding.

4.14 **No Adverse Change.** There shall not have occurred any material adverse change in the assets, business, condition or prospects of the Company.

ARTICLE 5

CONDITIONS PRECEDENT TO THE OBLIGATIONS
OF THE COMPANY AND THE COMPANY SHAREHOLDERS

The obligations of the Company and the Company Shareholders under this Agreement are, at the option of the Company or the Company Shareholders, subject to the fulfillment to the satisfaction of the Company and the Company Shareholders on or before the Closing Date of each of the following conditions:

5.1 **Execution and Approval of Agreement.** ORRV and the OORV Subsidiary shall have duly executed and delivered this Agreement to the Company and the Company Shareholders and all corporate action required to consummate the Merger and the transactions contemplated hereby shall have been duly and validly taken.

5.2 **ORRV Shares.** The ORRV Shares received by the Company Shareholders shall be free and clear of any liens, encumbrances or other obligations, except as may be imposed pursuant to the Securities Act.

5.3 **Employment or Consulting Agreements.** As of the Closing Date, there shall be no employment or consulting agreements, except as negotiated between the parties, between the ORRV or the OORV Subsidiary and any other party.

5.4 **Representations and Warranties.** The representations and warranties made to the Company and the Company Shareholders in this Agreement or in any document, statement, list or certificate furnished pursuant hereto shall be true and correct as of the Closing Date.

5.5 **Financial and Other Conditions.** ORRV shall have no contingent or other liabilities connected with its business, except as disclosed in the Financial Statements or which otherwise have been incurred in the ordinary course of business. The review of the business, premises and operations of ORRV and the Financial Statements by the Company at its expense shall be satisfactory to the Company and shall not have revealed any matter which, in the sole judgment of the Company, makes the acquisition on the terms herein set forth inadvisable for the Company.

5.6 **Approval of Plan of Merger.** The Plan of Merger shall have been duly approved by ORRV as the sole shareholder of the ORRV Subsidiary and by the Board of Directors and shareholders of ORRV pursuant to the Nevada Act.

5.7 **ORRV Shareholder Approvals.** ORRV shall have obtained shareholder approval to (i) change the name of ORRV to McCusker Holdings Corp.

5.8 **Governmental Proceedings.** No action or proceeding before any court or other governmental body shall be instituted which prohibits or invalidate the transaction, or threatens to prohibit or invalidate the transaction, or which may affect the right of the Company Shareholders to own the Company Shares or to operate or control ORRV or the Surviving Company after the Closing Date.

ARTICLE 6

INDEMNIFICATION

6.1 **Survival of Representations, Warranties and Certain Covenants.** The representations and warranties made by the parties in this Agreement and all of the covenants of the parties in this Agreement shall survive the execution and delivery of this Agreement and the Closing Date and shall expire on the twelve month anniversary of the Closing Date. Any claim for indemnification shall be effective only if notice of such claim is given by the party claiming indemnification or other relief on or before March 1, 2017

6.2 **Indemnification by the ORRV Principal Shareholders.** The ORRV Principal Shareholders agree to indemnify and hold the Company and the Company Shareholders harmless, from and after the Closing Date, against and in respect of all matters in connection with any losses, liabilities or damages (including reasonable attorneys' fees) incurred by the Company and the Company Shareholders resulting from any misrepresentation or breach of the warranties made by ORRV, the OORV Subsidiary and the ORRV Principal Shareholders in Article 3, "Representations and Warranties of ORRV, the OORV Subsidiary and the Principal ORRV Shareholders," or any breach or nonfulfillment of any agreement, covenant, representation or warranty on the part of ORRV, the OORV Subsidiary and the ORRV Principal Shareholders contained in this Agreement or any liabilities, obligations and commitments, and all suits, actions, proceedings, demands, judgments, costs and expenses incident to the foregoing matters, including reasonable attorneys' fees. No claim for indemnification may be made under this Section 6.2 after March 1, 2017

6.3 **Arbitration.** If the Company or the Company Shareholders believe that a matter has occurred that entitles them to indemnification under Section 6.2, "Indemnification by the ORRV Principal Shareholders," the Company or the Company Shareholders, as the case may be (the "Indemnified Party"), shall give written notice to the party or parties against whom indemnification is sought (each of whom is referred to herein as an "Indemnifying Party") describing such matter in reasonable detail. The Indemnified Party shall be entitled to give such notice prior to the establishment of the amount of its losses, liabilities, costs or damages, and to supplement its claim from time to time thereafter by further notices as they are established. Each Indemnifying Party shall send a written response to such claim for indemnification within thirty (30) days after receipt of the claim stating its acceptance or objection to the indemnification claim, and explaining its position in respect thereto in reasonable detail. If such Indemnifying Party does not timely so respond, it will be deemed to have accepted the Indemnified Party's indemnification claim as specified in the notice given by the Indemnified Party. If the Indemnifying Party gives a timely objection notice, then the parties will negotiate in good faith to attempt to resolve the dispute, and upon the expiration of an additional thirty (30) day period from the date of the objection notice or such longer period as to which the Indemnified and Indemnifying Parties may agree, any such dispute shall be submitted to arbitration in Reno, Nevada, to a member of the American Arbitration Association mutually appointed by the Indemnified Party and Indemnifying Party (or, in the event the Indemnified Party and Indemnifying Party cannot agree on a single such member, to a panel of three members of such Association selected in accordance with the rules of such Association), who shall promptly arbitrate such dispute in accordance with the rules of such Association and report to the parties upon such disputed items, and such report shall be final,

binding and conclusive on the parties. Judgment upon the award by the arbitrator(s) may be entered in any court having jurisdiction. The prevailing party in any such arbitration shall be entitled to recover from, and have paid by, the other party hereto all fees and disbursements of such arbitrator or arbitrators. For this purpose, a party shall be deemed to be the prevailing party only if such party would be deemed to be a prevailing party under Section 6.8, "Definition of Prevailing Parties."

6.4 **No Finders.** ORRV, the OORV Subsidiary and the ORRV Principal Shareholders represent and warrant to the Company and the Shareholders and the Company and the Company Shareholders represent and warrant to ORRV, the ORRV Subsidiary and the ORRV Principal Shareholders that there are no obligations to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement. The ORRV Principal Shareholders agree to indemnify and hold the Company and the Company Shareholders harmless from any breach of the representation of ORRV, the OORV Subsidiary and the Principal Shareholders in the previous sentence, and the Shareholders agree to indemnify and hold ORRV, the OORV Subsidiary and the ORRV Principal Shareholders harmless from any breach of their representation in the previous sentence or from their failure to pay such fees.

6.5 **Third Person Claim Procedures.** If any third person asserts a claim against an Indemnified Party in connection with the matter involved in such claim, the Indemnified Party shall promptly (but in no event later than ten (10) days prior to the time at which an answer or other responsive pleading or notice with respect to the claim is required) notify the Indemnifying Party of such claim. The Indemnifying Party shall have the right, at its election, to take over the defense or settlement of such claim by giving prompt notice to the Indemnified Party that it will do so, such election to be made and notice given in any event at least five (5) days prior to the time at which an answer or other responsive pleading or notice with respect thereto is required. If the Indemnifying Party makes such election, the Indemnifying Party may conduct the defense of such claim through counsel of its choosing (subject to the Indemnified Party's approval, not to be unreasonably withheld), will be responsible for the expenses of such defense, and shall be bound by the results of its defense or settlement of the claim to the extent it produces damage or loss to the Indemnified Party. The Indemnifying Party shall not settle such claims without prior notice to and consultation with the Indemnified Party and no such settlement involving any injunction or material and adverse effect on the Indemnified Party may be agreed to without its consent. As long as the Indemnifying Party is diligently contesting any such claim in good faith, the Indemnified Party shall not pay or settle any such claim. If the Indemnifying Party does not make such election, or having made such election does not proceed diligently to defend such claim prior to the time at which an answer or other responsive pleading or notice with respect thereto is required, or does not continue diligently to contest such claim, then the Indemnified Party may take over defense and proceed to handle such claim in its exclusive discretion, and the Indemnifying Party shall be bound by any defense or settlement that the Indemnified Party may make in good faith with respect to such claim. The parties agree to cooperate in defending such third party claims, and the defending party shall have access to records, information and personnel in control of the other part which are pertinent to the defense thereof.

6.6 **Limitation of Remedies.** No party to this Agreement shall be liable to any other party or parties or have any remedies against any other party or parties under this Agreement other

than as provided in this Article 6. The parties understand that this Agreement requires that all disputed claims shall be submitted to arbitration in accordance with Section 6.3, "Arbitration."

6.7 **Definition of Prevailing.** Notwithstanding any of the other provisions hereof, in the event of arbitration and/or litigation with respect to the interpretation or enforcement of this Agreement or any provisions hereof, the prevailing party in any such matter shall be entitled to recover from the other party their or its reasonable costs and expense, including reasonable attorneys' fees, incurred in such arbitration and/or litigation. For purposes of this Agreement, a party shall be deemed to be the prevailing party only if such party (A)(i) receives an award or judgment in such arbitration and/or litigation for more than 50% of the disputed amount involved in such matter, or (ii) is ordered to pay the other party less than 50% of the disputed amount involved in such matter or (B)(i) succeeds in having imposed a material equitable remedy on the other party (such as an injunction or order compelling specific performance), or (ii) succeeds in defeating the other party's request for such an equitable remedy.

ARTICLE 7

RISK OF LOSS

The risk of loss or destruction of all or any part of the Company's properties or assets prior to the Closing Date from any cause (including, without limitation, fire, theft, acts of God or public enemy) shall be upon the Company and the Company Shareholders. Such risk shall be upon OORV Subsidiary if such loss occurs after the Closing Date.

CERTAIN COVENANTS OF THE PARTIES

7.1 **Expenses and Fees.** Each party shall be solely responsible for its own costs and expenses (including legal expenses, accounting expenses and brokers or finders fees and expenses), and the costs and expenses of its affiliates, in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement. No party shall have any obligation for paying such expenses or costs of any other party.

7.2 **Public Announcements.** The parties agree that no public release, announcement or any other disclosure concerning any of the transactions contemplated hereby shall be made or issued by any party without the prior written consent of ORRV and the Company (which consent shall not be unreasonably withheld or delayed), except to the extent such release, announcement or disclosure may be required by applicable laws, in which case the person required to make the release, announcement or disclosure shall allow ORRV or the Company, as applicable, reasonable time to comment on such release, announcement or disclosure in advance of such issuance or disclosure; provided, however, that no notice is required if the disclosure is determined by the ORRV's legal counsel to be required under federal or state securities laws or exchange regulation applicable to ORRV.

shall execute such documents and do such acts and things as the other party may reasonably require for the purpose of giving each party the full benefit of all the provisions of this Agreement and as may be reasonably required to complete the transactions contemplated in this Agreement.

7.6 Actions of the Parties.

7.6.1 No Actions Constituting a Breach. From the date hereof through the Closing Date, neither the Company will take or knowingly permit to be done any action in the conduct of the business of the Company, nor will ORRV or the ORRV Subsidiary take any action, which would be in breach of its obligations herein, and each of the parties hereto shall cause the deliveries for which such party is responsible at the Closing to be duly and timely made.

7.6.2 Notification of Breaches. From the date hereof through the Closing Date, each party will promptly notify the other parties in writing if any such Party becomes aware of any fact or condition that causes or constitutes a breach of any of its representations and warranties as of the date of this Agreement. During the same period, each party will promptly notify the other parties of the occurrence of any breach of any covenant of such party in this Article VIII.

7.7 Compliance With Conditions. Each party hereto agrees to cooperate fully with each other party and shall use its good faith efforts to cause the conditions precedent for which such Party is responsible to be fulfilled. Each party hereto further agrees to use its good faith efforts to consummate this Agreement and the transactions contemplated in this Agreement as promptly as possible.

ARTICLE 8

MISCELLANEOUS

8.1 Termination.

8.1.1 General. This Agreement and the transactions contemplated hereby may be terminated prior to the Closing: (i) by the mutual written consent of the parties; (ii) by written notice from either party in the event of a material breach of this Agreement by the other party; provided that the party wishing to terminate this Agreement has notified the other parties in writing of such breach and such breach has continued without cure for a period of thirty (30) calendar days after the notice of breach; or (iii) by written notice from ORRV if the Closing has not occurred by March 1, 2017 subject to the provisions of Section 1.3, "Closing," of this Agreement.

8.1.2 Effect of Termination. If any party terminates this Agreement pursuant to this Article 9, all rights and obligations of the parties hereunder shall terminate without any liability of any party to the others except for such damages arising out of, related to, or in connection with, breaches of representations, warranties, covenants, or agreements which shall have occurred prior to such termination. Except, as set forth in the immediately preceding sentence, this Section shall not be deemed to release any party from any liability for any breach by such party of the representations, warranties, covenants or agreements which shall have occurred

8.7 **Choice of Law and Jurisdiction.** This Agreement shall be governed by, construed, interpreted and enforced according to the laws of the State of Nevada. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or any agreements or transactions contemplated hereby may be brought in the courts of the State of Nevada or of the United States of America for the District of Nevada and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. Each party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the address set forth in Paragraph 11.5, "Notices," such service to become effective ten (10) days after such mailing.

8.8 **Severability.** If any portion of this Agreement shall be finally determined by any court or governmental agency of competent jurisdiction to violate applicable law or otherwise not to conform to requirements of law and, therefore, to be invalid, the parties will cooperate to remedy or avoid the invalidity, but, in any event, will not upset the general balance of relationships created or intended to be created between them as manifested by this Agreement and the instruments referred to herein. Except insofar as it would be an abuse of the foregoing principle, the remaining provisions hereof shall remain in full force and effect.

8.9 **Other Documents.** The parties shall upon reasonable request of the other, execute such documents as may be necessary or appropriate to carry out the intent of this Agreement.

8.10 **Headings and the Use of Pronouns.** The section headings hereof are intended solely for convenience of reference and shall not be construed to explain any of the provisions of this Agreement. All pronouns and any variations thereof and other words, as applicable, shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or matter may require.

8.11 **Time is of the Essence.** Time is of the essence of this Agreement.

8.12 **No Waiver and Remedies.** No failure or delay on a party's part to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by a party of a right or remedy hereunder preclude any other or further exercise. No remedy or election hereunder shall be deemed exclusive but it shall, wherever possible, be cumulative with all other remedies in law or equity.

8.13 **Counterparts.** This Agreement may be executed in two or more counterparts, and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.14 **Further Assurances.** Each of the parties hereto shall use commercially practicable efforts to fulfill all of the conditions set forth in this Agreement over which it has control or influence (including obtaining any consents necessary for the performance of such party's obligations hereunder) and to consummate the transactions contemplated hereby, and shall execute

and deliver such further instruments and provide such documents as are necessary to effect this Agreement.

8.15 **Rules of Construction.** The normal rules of construction which require the terms of an agreement to be construed most strictly against the drafter of such agreement are hereby waived since each party have been represented by counsel in the drafting and negotiation of this Agreement.

8.16 **Third Party Beneficiaries.** Each party hereto intends this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

