



ATAVUS GROUP LIMITED

NON-QUALIFIED EMPLOYEE OPTION PLAN

Section 1: Establishment and Purpose

Atavus Group Limited hereby establishes a non-qualified stock option plan to be named the Atavus Group Limited Non-Qualified Employee Option Plan ("Plan"), for officers and key employees of the Company and its subsidiaries or its affiliates. The purpose of the Plan is;

- 1) To induce officers and key employees of the Company and its subsidiaries who are in a position to contribute materially to the prosperity thereof to remain with the Company or its subsidiaries, to offer them incentives and rewards in recognition of their contributions to the Company's progress, and to encourage them to continue to promote the best interests of the Company and its subsidiaries, and
- 2) To aid the Company and its subsidiaries in competing with other enterprises for the services of new officers and key personnel needed to help insure the Company's continued progress.

Section 2: Definitions

"Act" means the Securities Act, as amended from time to time.

"Board of Directors" means the Board of Directors of the Company.

"Committee" means the Stock Option Committee provided for in Section 3 hereof.

"Company" means Atavus Group Limited, a corporation organized and existing under the laws of the Commonwealth of The Bahamas.

"Optionee" means the person to whom an Option is granted.

"Plan" means the Atavus Group Limited Non-Qualified Stock Option Plan.

"Post-Death Representative(s)" means the executor(s) or administrator(s) of the Optionee's estate or the person or persons to whom the Optionee's rights under his or her Option pass by his or her will or the laws of descent and distribution.

"Stock" means authorized and unissued shares of common stock of the Company or reacquired shares of the Company's common stock held in its Treasury.

"Stock Appreciation Right SAR" means a right, usually granted to an employee, to receive a bonus equal to the appreciation in the company's stock over a specified period. Like employee stock options, SARs benefit the holder with an increase in stock price; the difference is that the employee is not required to pay the exercise price (as with an employee stock option), but rather just receives the amount of the increase



in cash or stock. The application of SAR will only be applied in the event the company stocks are publically traded.

"Subsidiary" means a "subsidiary corporation" as defined in Bahamian Law.

"Vesting" means the process by which an employee accrues non-forfeitable rights over employer-provided stock incentives or employer contributions made to the employee's qualified retirement plan account or pension plan. Vesting gives an employee rights to employer-provided assets over time, which gives the employee an incentive to perform well and remain with the company. The vesting schedule set up by the company determines when the employee acquires full ownership of the asset. Generally, non-forfeitable rights accrue based on how long the employee has worked there.

Section 3: Administration

The Plan shall be administered by a Stock Option Committee consisting of three or more persons who shall be members of the Board of Directors and who shall not be eligible to receive Options under the Plan. The Board of Directors shall appoint the members of the Committee and its Chairman and may fill vacancies thereon, however caused. The Committee shall hold its meetings at such times and places as it may determine. A majority of the members of the Committee shall constitute a quorum and the acts of a majority of the members present at any meeting at which a quorum is present, or acts approved in writing by a majority of the members of the Committee, shall be deemed the acts of the Committee. The Company shall grant Options under the Plan in accordance with determinations made by the Committee pursuant to the provisions of the Plan. The Committee may from time to time adopt (and thereafter may from time to time amend and rescind) such administrative rules and regulations for carrying out the Plan, and the Committee may take such action in the administration of the Plan, not inconsistent with the provisions hereof, as it shall deem proper. The interpretation and construction of any provisions of the Plan by the Committee shall, unless otherwise determined by the Board of Directors of the Company, be final and conclusive.

Section 4: Total Number of Shares of Stock Subject to the Plan

The maximum number of shares of Stock which may be issued pursuant to Options shall be 105,000 shares. Accordingly, 105,000 shares of the authorized but issued common stock, no par value, of the Company shall be reserved for issuance upon the exercise of Options. The Company may in its discretion use reacquired shares held in the Treasury in lieu of authorized but unissued shares. If an Option shall terminate for any reason without having been exercised in full, the unpurchased shares hereunder shall again be available for the purposes of the Plan and such terminated Option or any portion thereof shall not be taken into account in computing the total number of shares theretofore optioned.

Section 5: Eligibility

The class of employees eligible to receive Options under the Plan shall be officers and key employees of the Company or of any parent or subsidiary thereof (not including directors of the Company or of any parent or subsidiary thereof who are not otherwise also officers or employees of the Company or of any parent or subsidiary thereof). In addition any professional employee of a company outsourced for services, where that professional offers benefit by reason of skill set or ongoing affiliation with said company, may also be eligible.



Section 6: Granting of Options

The Committee shall, in its discretion, determine the officers and key employees to be granted Options, whether the shares covered by any particular Option shall be accompanied by Alternative Stock Appreciation Rights, the time or times at which Options shall be granted, and the number of shares subject to each Option. The Committee may at any time grant new Options to an individual who has received Options whether such prior Options are still outstanding, have previously been exercised in whole or in part, or are cancelled in connection with the grant of new Options. In granting Options, the Committee may take into consideration the value of the services rendered by the respective individuals, their present and potential contributions to the success of the Company and its subsidiaries and other factors which the Committee may deem relevant in accomplishing the purpose of the Plan. Options granted under the Plan shall be non-forfeitable and not be affected by any change of duties or position of the Optionee so long as the Optionee satisfies all vesting conditions.

Section 7: Terms of Options

The Committee, in its sole discretion, shall determine on and after what date or dates Options granted hereunder shall be exercisable and whether any particular Option shall become exercisable in one or more installments, specifying the installment dates and the number of shares exercisable on and after each such date, and, within the limits herein provided, shall determine the total period during which such Option is exercisable. The Committee may, in its sole discretion, after an Option is granted, accelerate the date or dates on which such Option is exercisable. The Committee may include such other provisions as the Committee may deem acceptable or desirable.

If while unexercised Options remain outstanding under the Plan (i) any corporation (other than the Company), person or group makes a tender or exchange offer which, if consummated, would make such corporation, person or group the beneficial owner of more than 50% of the Company's then outstanding Stock and, pursuant to such offer, purchases are made ("Offer"); (ii) the shareholders of the Company approve a definitive agreement to merge or consolidate the Company with or into another corporation or to sell or otherwise dispose of all or substantially all of its assets, or adopt a plan of liquidation; or (iii) the Company becomes aware that any person or group has become the beneficial owner of more than 50% of the Company's then outstanding Stock, then on the date of the first purchase of Stock pursuant to such Offer, or the date of any such shareholder approval or adoption, or the date on which the Company becomes aware of the acquisition of such percentage of the Company's Stock (any such date being referred to as an "Acceleration Date"), each outstanding Option and Alternative Stock Appreciation Right shall be exercisable in full.

Notwithstanding any other provision of the Plan, each Option granted under the Plan shall be evidenced by a Non-Qualified Stock Option Agreement (the "Agreement") in such form, not inconsistent with the Plan, as the Committee shall determine, and shall include the substance of the following terms and conditions:

- (a) The Agreement shall state that the Option is an option which is an "incentive stock option".
- (b) The option price for each share of Stock covered by such Option shall be an amount set by the committee and shall not be subject to change once issued.



(c) The Option by its terms shall not be transferable by the Optionee otherwise than by will or by the laws of descent and distribution and shall be exercisable, during his or her lifetime, only by the Optionee.

(d) The Option by its terms shall not be exercisable after the expiration of three (3) years from its date of grant.

(e) If Alternative Stock Appreciation Rights are granted in connection with an Option, the Optionee, upon exercise of the Option, in whole or in part, shall forfeit the related Alternative Stock Appreciation Rights or portion thereof.

(f) The number of shares which are issued pursuant to the exercise of an Option or Alternative Stock Appreciation Right shall be charged against the maximum limitation on shares set forth in Section 4.

(g) An Option may be exercised only by the Optionee during his or her lifetime and only by the Optionee's Post-Death Representatives after his or her death. Option Agreements may contain any provision approved by the Committee, not inconsistent with Section 7(d) and other provisions of this Plan, relating to the period for exercise of Options after termination of employment, death or disability.

(h) Vesting schedule shall be determined on a case by case basis; notwithstanding the awarding of shares shall be in blocks of 15,000 shares.

Section 8: Amendment or Termination of the Plan

The Board in its discretion may terminate the Plan at any time with respect to any shares for which Options have not theretofore been granted. The Board shall have the right to alter or amend the Plan or any part thereof from time to time. In addition, the committee (without the necessity of specific Board action) shall have the power and authority to make or approve revisions or modifications to the terms and provisions of the Plan on behalf of the Board and from time to time, so long as such revisions or modifications are (in the judgment of the committee) necessary, appropriate or desirable to effectuate the purposes of the Plan and do not effect a material change in the structure or purposes of the Plan. Notwithstanding the above, however, no change in any Option theretofore granted may be made which would impair the rights of the Optionee without the consent of such Optionee.

Section 9: Use of Proceeds

Any cash proceeds received by the Corporation from the sale of shares of Common Stock under the Plan shall be used for general corporate purposes.

Section 10: Auto Conversion of Option to Common Stock

Optionee at time of execution of agreement may opt for an automatic conversion of option to common stock. The following criterion must be met for auto conversion:

- A) Optionee must be fully vested as described in applicable schedule.
- B) Remittance of full purchase price of all shares must be made on or before date of exercise of option.
- C) Optionee must indicate acceptance of auto conversion option on signature page of agreement.

End



THESE SECURITIES HAVE NOT BEEN REGISTERED WITH OR APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OF THE BAHAMAS OR ANY OTHER JURISDICTION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM. THIS PRIVATE PLACEMENT MEMORANDUM/AGREEMENT DOES NOT CONSTITUTE AN OFFER IN ANY JURISDICTION IN WHICH AN OFFER IS NOT AUTHORIZED.

The Information Contained Herein Is Confidential And Intended Only For The Entity Or Person To Which Or Whom It Is Given To Or Transmitted Electronically.

SUMMARY OF SUBSCRIPTION PROCEDURES

The prospective investor (the “Investor”) whose name appears on the cover of this memorandum (“Memorandum”) has received herewith a subscription agreement (“Subscription Agreement”) for subscribing to purchase Units. To subscribe for Units, an Investor must complete, execute and deliver to the ATAVUS GROUP LTD or its legal representative BRIDGEWATER LEGAL ADVOCATES, the following items:

- (i) one copy of the Subscription Agreement, by means of which the Investor shall subscribe to purchase shares, and
- (ii) a check made payable to ATAVUS GROUP LIMITED. Subscribers wanting to arrange for wire transfer OR OTHER APPROVED METHOD OF PAYMENT in lieu of payment by check are requested to contact EXECUTIVE SECRETARY, of the Company at [242-462-4996] for further instructions).

SUITABILITY AND OTHER MATTERS

INVESTORS SHALL BE REQUIRED TO REPRESENT THAT THEY ARE FAMILIAR WITH AND UNDERSTAND THE TERMS, RISKS AND MERITS OF THE OFFERING DESCRIBED IN THIS MEMORANDUM AND ALL THE ATTACHMENTS HERETO. THE UNITS ARE BEING OFFERED IN A PRIVATE OFFERING TO A LIMITED NUMBER OF INDIVIDUALS OR ENTITIES MEETING CERTAIN SUITABILITY STANDARDS (SEE “TERMS OF THE OFFERING – INVESTOR SUITABILITY STANDARDS”). THIS OFFERING INVOLVES A HIGH DEGREE OF RISK AND PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THEY MAY SUSTAIN A LOSS OF THEIR ENTIRE INVESTMENT (SEE “RISK FACTORS”).

EXCLUSIVE NATURE OF PRIVATE PLACEMENT MEMORANDUM

NO ENTITY HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM. ANY INFORMATION OR REPRESENTATION NOT CONTAINED HEREIN MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. MOREOVER, NEITHER THE DELIVERY OF THIS MEMORANDUM NOR THE SALE OF THE UNITS SHALL UNDER ANY CIRCUMSTANCES CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE MATTERS DISCUSSED IN THIS MEMORANDUM SINCE THE DATE HEREOF; HOWEVER, IN THE EVENT OF ANY MATERIAL CHANGE OCCURRING PRIOR TO THE COMPLETION OF THE OFFERING DESCRIBED HEREIN, THIS MEMORANDUM SHALL BE AMENDED AND REVISED ACCORDINGLY. THE COMPANY DISCLAIMS ANY AND ALL LIABILITIES FOR REPRESENTATIONS OR WARRANTIES EXPRESSED OR IMPLIED, CONTAINED IN, OR OMISSIONS FROM, THIS MEMORANDUM, OR ANY OTHER WRITTEN OR ORAL COMMUNICATION TRANSMITTED OR MADE AVAILABLE TO THE RECIPIENT. EACH INVESTOR SHALL BE ENTITLED TO RELY SOLELY ON THOSE REPRESENTATIONS AND WARRANTIES WHICH MAY BE MADE TO THE INVESTOR IN ANY FINAL PURCHASE OR SUBSCRIPTION AGREEMENT



RELATING TO THE UNITS. THE DELIVERY OF THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER IN ANY JURISDICTION TO ANY PERSON TO WHOM SUCH OFFER WOULD BE UNLAWFUL IN SUCH JURISDICTION.

THIS MEMORANDUM DOES NOT PURPORT TO BE ALL-INCLUSIVE OR TO CONTAIN ALL OF THE INFORMATION THAT A PROSPECTIVE INVESTOR MAY DESIRE IN EVALUATING AN INVESTMENT IN THE COMPANY. INVESTORS MUST CONDUCT AND RELY ON THEIR OWN EVALUATIONS OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION WITH RESPECT TO THE UNITS. SEE “RISK FACTORS” FOR A DISCUSSION OF CERTAIN FACTORS WHICH SHOULD BE CONSIDERED IN CONNECTION WITH THE PURCHASE OF THE UNITS. NEITHER THE DELIVERY OF THIS MEMORANDUM AT ANY TIME, NOR ANY SALE OF THE UNITS HEREUNDER, SHALL UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THE INFORMATION CONTAINED IN THIS MEMORANDUM IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE.

STATEMENT REGARDING FORWARD LOOKING PROJECTIONS

THE STATEMENTS, PROJECTIONS AND ESTIMATES OF FUTURE PERFORMANCE OF THE COMPANY OR VARIOUS ELEMENTS OF THE COMPANY’S BUSINESS CONTAINED IN THIS MEMORANDUM THAT ARE NOT HISTORICAL FACTS ARE FORWARD-LOOKING STATEMENTS. INVESTORS SHOULD EXPECT THAT ANTICIPATED EVENTS AND CIRCUMSTANCES SHALL NOT OCCUR, THAT UNANTICIPATED EVENTS AND CIRCUMSTANCES SHALL OCCUR, AND THAT ACTUAL RESULTS SHALL LIKELY VARY FROM THE FORWARD-LOOKING CIRCUMSTANCES. INVESTORS SHOULD BE AWARE THAT A NUMBER OF FACTORS COULD CAUSE THE FORWARD-LOOKING STATEMENTS OR PROJECTIONS CONTAINED IN THIS MEMORANDUM OR OTHERWISE MADE BY OR ON BEHALF OF THE COMPANY TO BE INCORRECT OR TO DIFFER MATERIALLY FROM ACTUAL RESULTS. SUCH FACTORS MAY INCLUDE, WITHOUT LIMITATION, (i) THE ABILITY OF THE COMPANY TO PROVIDE SERVICES AND TO COMPLETE THE DEVELOPMENT OF ITS PRODUCTS IN A TIMELY MANNER, (ii) THE DEMAND FOR AND TIMING OF DEMAND FOR SUCH SERVICES AND PRODUCTS, (iii) COMPETITION FROM OTHER PRODUCTS AND COMPANIES, (iv) THE COMPANY’S SALES AND MARKETING CAPABILITIES, (v) THE COMPANY’S ABILITY TO SELL ITS SERVICES AND PRODUCTS PROFITABLY, (vi) AVAILABILITY OF ADEQUATE DEBT AND EQUITY FINANCING, AND (vii) GENERAL BUSINESS AND ECONOMIC CONDITIONS. THESE IMPORTANT FACTORS AND CERTAIN OTHER FACTORS THAT MIGHT AFFECT THE COMPANY’S FINANCIAL AND BUSINESS RESULTS ARE DISCUSSED IN THIS MEMORANDUM UNDER “RISK FACTORS.” THERE CAN BE NO ASSURANCE THAT THE COMPANY SHALL BE ABLE TO ANTICIPATE, RESPOND TO OR ADAPT TO CHANGES IN ANY FACTORS AFFECTING THE COMPANY’S BUSINESS AND FINANCIAL RESULTS.

SAFE HARBOR STATEMENT

WITH THE EXCEPTION OF ANY HISTORICAL INFORMATION CONTAINED IN THIS DOCUMENT, THE MATTERS DESCRIBED HEREIN CONTAIN FORWARD-LOOKING STATEMENTS THAT INVOLVE RISK AND UNCERTAINTIES THAT INDIVIDUALLY OR MUTUALLY IMPACT THE MATTERS HEREIN DESCRIBED INCLUDING, BUT NOT LIMITED TO, FINANCIAL PROJECTIONS, PRODUCT DEMAND AND MARKET ACCEPTANCE, THE EFFECT OF ECONOMIC CONDITIONS, THE IMPACT OF COMPETITIVE PRODUCTS AND PRICING, GOVERNMENTAL REGULATIONS, TECHNOLOGICAL DIFFICULTIES AND/OR OTHER FACTORS OUTSIDE THE CONTROL OF THE COMPANY.

FOR ALL RESIDENTS OF THE BAHAMAS

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.



THIS MEMORANDUM HAS BEEN PREPARED FOR INFORMATIONAL PURPOSES ONLY IN ORDER TO ASSIST PROSPECTIVE INVESTORS IN EVALUATING AN INVESTMENT IN THE COMPANY. BY ACCEPTING DELIVERY OF THIS MEMORANDUM, OR ANY OTHER MATERIAL IN CONNECTION WITH THIS OFFERING, THE OFFEREE AGREES (a) TO KEEP STRICTLY CONFIDENTIAL THE CONTENTS OF THIS MEMORANDUM AND SUCH OTHER MATERIAL, AND TO NOT DISCLOSE SUCH CONTENTS TO ANY THIRD PARTY OR OTHERWISE USE THE CONTENTS FOR ANY PURPOSE OTHER THAN EVALUATION BY SUCH OFFEREE OF AN INVESTMENT IN THE UNITS, (b) NOT TO COPY ALL OR ANY PORTION OF THIS MEMORANDUM OR ANY SUCH OTHER MATERIAL, AND (c) TO RETURN THIS MEMORANDUM AND ALL SUCH OTHER MATERIAL TO THE COMPANY IF (i) THE OFFEREE DOES NOT SUBSCRIBE TO PURCHASE ANY UNITS, (ii) THE OFFEREE'S SUBSCRIPTION IS NOT ACCEPTED, OR (iii) THIS OFFERING IS TERMINATED OR WITHDRAWN.

THE OFFER AND SALE OF THE UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES INDUSTRY ACT, AS AMENDED, OR ANY SECURITIES LAWS IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION PROVIDED BY THE SECURITIES INDUSTRY ACT, OR AMENDMENT THEREUNDER, AND SIMILAR EXEMPTIONS FROM REGISTRATION PROVIDED BY ANY OTHER SECURITIES LAWS. THE UNITS ARE OFFERED ONLY TO INVESTORS WHO HAVE THE QUALIFICATIONS, AND WHO MEET THE SUITABILITY STANDARDS SET FORTH BELOW IN "TERMS OF OFFERING - INVESTOR SUITABILITY STANDARDS."

THIS MEMORANDUM CONSTITUTES AN OFFER ONLY TO THE OFFEREE TO WHOM THIS MEMORANDUM IS INITIALLY PROVIDED BY THE COMPANY AND DOES NOT CONSTITUTE AN OFFER TO SELL TO OR A SOLICITATION OF AN OFFER TO BUY FROM ANYONE IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION.

THE COMPANY RESERVES THE RIGHT AT ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING, AND/OR ACCEPT OR REJECT IN WHOLE OR IN PART ANY PROSPECTIVE INVESTMENT IN THE UNITS, OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE NUMBER OF UNITS SUCH INVESTOR DESIRES TO PURCHASE. THE COMPANY SHALL HAVE NO LIABILITY WHATSOEVER TO ANY OFFEREE AND/OR INVESTOR IN THE EVENT THAT ANY OF THE FOREGOING SHALL OCCUR.

THIS MEMORANDUM INCLUDES PROJECTIONS AND OTHER FORWARD-LOOKING INFORMATION. SUCH PROJECTIONS AND INFORMATION ARE BASED ON ASSUMPTIONS AS TO FUTURE EVENTS THAT ARE INHERENTLY UNCERTAIN AND SUBJECTIVE. THE COMPANY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ATTAINABILITY OF SUCH ASSUMPTIONS OR AS TO WHETHER FUTURE RESULTS SHALL OCCUR AS PROJECTED. IT MUST BE RECOGNIZED THAT THE PROJECTIONS OF THE COMPANY'S FUTURE PERFORMANCE ARE NECESSARILY SUBJECT TO A HIGH DEGREE OF UNCERTAINTY, THAT ACTUAL RESULTS CAN BE EXPECTED TO VARY FROM THE RESULTS PROJECTED, AND THAT SUCH VARIANCES MAY BE MATERIAL AND ADVERSE. PROSPECTIVE INVESTORS ARE EXPECTED TO CONDUCT THEIR OWN INVESTIGATIONS WITH REGARD TO THE COMPANY AND ITS PROSPECTS.

NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALE MADE HEREUNDER SHALL CREATE, UNDER ANY CIRCUMSTANCE, ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY AND OTHER INFORMATION CONTAINED HEREIN SINCE THE DATE HEREOF.

CERTAIN PROVISIONS OF VARIOUS AGREEMENTS ARE SUMMARIZED IN THIS MEMORANDUM, BUT PROSPECTIVE INVESTORS SHOULD NOT ASSUME THAT THE SUMMARIES ARE COMPLETE. SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE TEXTS OF THE ORIGINAL DOCUMENTS WHICH SHALL BE MADE AVAILABLE TO PROSPECTIVE INVESTORS BY THE COMPANY.



PROSPECTIVE INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS MEMORANDUM, OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM OR WITH THE COMPANY, OR ANY PROFESSIONAL ASSOCIATED WITH THE OFFERING AS LEGAL OR PROFESSIONAL ADVICE. THE OFFEREE AUTHORIZED TO RECEIVE THIS MEMORANDUM SHOULD CONSULT PERSONAL COUNSEL, ACCOUNTANT OR BUSINESS ADVISOR REGARDING LEGAL, TAX AND OTHER MATTERS CONCERNING PURCHASING THE UNITS, RESPECTIVELY.

THE COMPANY SHALL MAKE AVAILABLE TO ANY PROSPECTIVE INVESTOR, PRIOR TO THE CLOSING FOR THE SALE OF THE UNITS, THE OPPORTUNITY TO ASK QUESTIONS OF, AND TO RECEIVE ANSWERS FROM, REPRESENTATIVES OF THE COMPANY CONCERNING THE COMPANY AND THE TERMS AND CONDITIONS OF THE OFFERING, AND TO OBTAIN ANY ADDITIONAL RELEVANT INFORMATION TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN OBTAIN IT WITHOUT UNREASONABLE EFFORT OR EXPENSE. EXCEPT FOR SUCH INFORMATION THAT IS PROVIDED BY THE COMPANY IN RESPONSE TO REQUESTS FROM PROSPECTIVE INVESTORS OR THEIR ADVISORS, NO PERSON HAS BEEN AUTHORIZED IN CONNECTION WITH THE OFFER OR SALE OF THE UNITS TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED IN THIS MEMORANDUM, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON. PROSPECTIVE INVESTORS SHOULD NOT RELY UPON INFORMATION NOT CONTAINED IN THIS MEMORANDUM UNLESS IT IS PROVIDED BY THE COMPANY AS INDICATED ABOVE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE CONDITIONS OF THIS OFFER OR UNDER THE SECURITIES INDUSTRY ACT, AS AMENDED, OR APPLICABLE SECURITIES LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO NON-BAHAMIAN RESIDENTS: IT IS THE RESPONSIBILITY OF ANY ENTITIES WISHING TO PURCHASE THE UNITS TO SATISFY THEMSELVES AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE BAHAMAS IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

CAPITALIZATION

The Company's authorized capital stock consists of 2,000,000 shares of Stock of various classes and various, par value. As of Oct 31st, 2013, the Company had 1,500,000 shares of stock issued.

The following is a brief summary of certain terms and provisions of the capital stock of the Company. Such summary does not purport to be complete and is qualified in all respects by reference to the actual text of the Company's Certificate of Incorporation and Bylaws, and to applicable law.

A. Common Stock

The holders of shares of Common Stock are entitled to one vote for each share on all matters on which the holders of Common Stock are entitled to vote. There is no cumulative voting for the election of directors. Subject to the rights of any outstanding shares of preferred stock, the holders of the Common Stock are entitled to receive ratably such dividends as may be declared by the Board out of funds legally available therefore. Holders of Common Stock are entitled to share ratably in the net assets of the Company upon



liquidation or dissolution after payment or provision is made for all liabilities and the preferential liquidation rights of any shares of preferred stock then outstanding. The holders of Common Stock have pre-emptive rights to purchase any shares of any class of stock and reserve the first right of refusal on authorized sales, transfer or purchase of recalled shares subject to company by-laws. The distribution of such shares across existing shareholders shall be calculated based on percentage of ownership. On refusal of acceptance of rated portion by one or more shareholders, that proportion of shares will be distributed to remaining shareholders by weighted average of ownership of participants until all available shares are distributed. All refused shares will become available to new prospective share holders. Additionally, all outstanding shares of Common Stock are, and the shares of Common Stock to be issued by the Company pursuant hereto shall be upon payment therefore, fully paid and non-assessable.

B. Preferred Stock

The Board may issue additional shares of Preferred Stock in one or more series and fix the rights, preferences and privileges thereof, including voting rights, terms of redemption, redemption prices, liquidation preferences, number of shares constituting any series or the designation of such series, without further vote or action by the shareholders. All Preferred Stock will be subject to limitations in term. Further all Preferred Stock issued for terms longer than 4 years must be approved by majority vote of common stock holders at a general meeting or extraordinary meeting called for such purpose.

Although the Company presently has no intention to do so without shareholder approval, the Board may issue Preferred Stock with voting and conversion rights that could adversely affect the voting power of the holders of Common Stock. Any such provision may be deemed to have a potential anti-takeover effect, and the issuance of Preferred Stock in accordance with such provision may delay or prevent a change of control of the Company. Currently preferred stock has no voting rights if issued.