

MEDICAL INNOVATION HOLDINGS, INC.

FORM 10KSB/A (Amended Annual Report (Small Business Issuers))

Filed 08/26/05 for the Period Ending 04/30/05

Address	5805 STATE BRIDGE ROAD SUITE G 328 DULUTH, GA 30097
Telephone	866-883-3793
CIK	0001093248
Symbol	MIHI
SIC Code	3730 - Ship And Boat Building And Repairing
Industry	Recreational Products
Sector	Consumer Cyclical
Fiscal Year	04/30

MEDINA INTERNATIONAL HOLDINGS, INC.

FORM 10KSB/A (Amended Annual Report (Small Business Issuers))

Filed 8/26/2005 For Period Ending 4/30/2005

Address	7609 RALSTON ROAD ARVADA, Colorado 80002
Telephone	303-422-8127
CIK	0001093248
Fiscal Year	04/30

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SECURITIES EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-KSB/A

Annual Report Pursuant to

Fiscal Year Ended April 30, 2005

Commission file number 000-27211

MEDINA INTERNATIONAL HOLDINGS, INC
(FORMERLY COLORADO COMMUNITY BROADCASTING, INC.)
(Exact name of registrant as specified in its charter)

Colorado

(State of incorporation)

84-1469319

(I.R.S. Employer Identification No.)

7609 Ralston Road, Arvada, CO 80002
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (303) 422-8127

Securities registered pursuant to Section 12(g) of the Act:

Common Stock

Title of each class

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to the filing requirements for at least the past 90 days.

Yes No

Check if disclosure of delinquent filers pursuant to Item 405 of Regulation S-B is not contained in this form, and no disclosure will be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-KSB or any amendment to this Form 10-KSB.

Yes No

State issuer's revenues for its most recent fiscal year. \$0

There were 26,820,000 shares of the Registrant's common stock outstanding as of April 30, 2005.

The aggregate market value of the 26,820,000 shares of voting common stock held by non-affiliates of the Registrant is approximately \$0 on April 30, 2005.

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PART I

Item 1. DESCRIPTION OF BUSINESS

MEDINA INTERNATIONAL HOLDINGS, INC (Formerly Colorado Community Broadcasting, Inc.) (the "Company") was formed on June 23, 1998. The Company contracted to purchase the low power television license and station serving Estes Park, Colorado. It planned to operate the station to broadcast local programming mixed with appropriate national programming. The Company was unable to complete purchase arrangements and withdrew from the contract.

Concurrently, a name change for the Company was approved and Medina International Holdings, Inc. was chosen as the new name. The forward split on a twelve to one basis and name change were effectuated on February 14, 2005.

The Company was seeking other low power station opportunities in market areas in the western US. On April 17, 2000, the Company entered into a Letter of Intent to purchase a low power television license of Station K68CW owned by County Service Area 29 in Lucerne, California. The Letter of Intent was extended several times and subsequently, the Company assigned its right under the Letter of Intent to a third party for assumption of the obligations.

On January 28, 2002, the Registrant entered into an Asset Purchase Agreement with Mako Communications, LLC to sell its low power television station, W67AF of Rock Harbor, Florida, subject to FCC approval of the license change for \$25,000. The license transfer was approved and the sale occurred on March 28, 2002. The Company sold its Monroe County contract for \$25,000 in 2002.

The Company does not now have any business operations and was seeking a business and capital to attempt to operate. Management intends to manufacture and sell Recreational boats and has taken the following actions during the year ended April 30, 2005.

1. Management has signed a licensing agreement with Mr. Albert Mardikian to Manufacture and sell Recreational boats on February 23, 2005. The Company intends to study whether it can profitably market such a boat.

2. Management has signed a license agreement with Point of View to Market the Fixed Assets Software both in US and Canada on April 18, 2005.

The Company is in the process of developing business pans to attempt to launch marketing related to the products licensed.

Item 2. DESCRIPTION OF PROPERTY

a) Facilities The Company does not currently maintain an administrative office or any other manufacturing facilities. It does currently maintain a mailing address at 10088 6th Street Suite G, Rancho Cucamonga, CA 91730. The Company pays nominal rent of \$50 rent for the use of this mailing address. The Company does not believe that it will need to maintain an office at any time in the foreseeable future in order to carry out its plan of operations described herein.

b) Real Property

None

Item 3. LEGAL PROCEEDINGS As of April 30, 2005, the Company was not a party to any legal proceedings.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

The following matters were submitted during the period covered by this report to a vote of security holders of the Company, through the solicitation of proxies or otherwise.

A) Shareholders meeting was held on February 14, 2005 and the following resolutions were approved:

1. Election of Madhava Rao Mankal and Daniel Medina as Directors.
2. Appointment of Michael Johnson & Co., LLC as Auditors for the year 2005.
3. Name change from Colorado Community Broadcasting, Inc. to Medina International Holdings, Inc.
4. Forward split of company's common stock from 1 to 12. (effectuated in February 2005).

All the above resolutions were carried by 2,207,000 votes in favor comprising 98% outstanding shares as on February 14, 2005.

Item 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

As of the date of this report, there has been no trading or quotation of the Company's common stock. The range of high and low trade quotations for each fiscal quarter since the last report, as reported by the National Quotation Bureau Incorporated, was as follows:

2005 ----	High ----	Low ---
First quarter	*	*
Second quarter	*	*
Third quarter	*	*
Fourth quarter	*	*

2004 ----	High ----	Low ---
First quarter	*	*
Second quarter	*	*
Third quarter	*	*
Fourth quarter	*	*

As of April 30, 2005, there were 29 record holders of the Company's common Stock.

The Company has not declared or paid any cash dividends on its common stock and does not anticipate paying dividends for the foreseeable future.

ITEM 6. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Cautionary and Forward Looking Statements

In addition to statements of historical fact, this Form 10-QSB contains forward-looking statements. The presentation of future aspects of Medina International Holding, Inc. ("Medina International Holding, Inc." the "Company" or "issuer") found in these statements is subject to a number of risks and uncertainties that could cause actual results to differ materially from those reflected in such statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which reflect management's analysis only as of the date hereof. Without limiting the generality of the foregoing, words such as "may," "will," "expect," "believe," "anticipate," "intend," or "could" or the negative variations thereof or comparable terminology are intended to identify forward-looking statements.

These forward-looking statements are subject to numerous assumptions, risks and uncertainties that may cause Medina International Holding, Inc. actual results to be materially different from any future results expressed or implied by Medina International Holding, Inc. in those statements. Important facts that could prevent Medina International Holding, Inc. from achieving any stated goals include, but are not limited to, the following:

Some of these risks might include, but are not limited to, the following:

- (a) volatility or decline of the Company's stock price;
- (b) Potential fluctuation in quarterly results;
- (c) Failure of the Company to earn revenues or profits;
- (d) Inadequate capital to continue or expand its business, inability to raise additional capital or financing to implement its business plans;
- (e) Failure to achieve a business;
- (f) Rapid and significant changes in markets;
- (g) Litigation with or legal claims and allegations by outside parties;
- (h) Insufficient revenues to cover operating costs.

There is no assurance that the Company will be profitable, the Company may not be able to successfully develop, manage or market its products and services, the Company may not be able to attract or retain qualified executives and technology personnel, the Company's products and services may become obsolete, government regulation may hinder the Company's business, additional dilution in outstanding stock ownership may be incurred due to the issuance of more shares, warrants and stock options, or the exercise of warrants and stock options, and other risks inherent in the Company's businesses.

The Company undertakes no obligation to publicly revise these forward-looking statements to reflect events or circumstances that arise after the date hereof. Readers should carefully review the factors described in other documents the Company files from time to time with the Securities and Exchange Commission, including the Quarterly Reports on Form 10-QSB and Annual Report on Form 10-KSB filed by the Company in 2004 and any Current Reports on Form 8-K filed by the Company.

The trend of losses can be expected to continue for the foreseeable future as the Company attempts to commence some business.

Financial Condition and Changes in Financial Condition

Liquidity and Capital Resources

The Company had total assets of \$180 in cash at year-end and liabilities of \$69,248. The Company has insufficient assets and cash to carry on any operations and will have to sell stock or borrow money to achieve any capital. The Company currently has no source for any such capital, whatsoever.

Results of Operations

Year ended April 30, 2005 compared to year ended April 30, 2004. The Company had no revenues from operations for the years ended April 30, 2005 and 2004. The company incurred \$61,627 in administrative expenses in year ended April 30, 2005 compared to \$7,149 in the year ended April 30, 2004.

In the year ended April 30, 2005, the Company had an operating loss of (\$61,882) including interest accrual, compared to the prior year's loss of (\$7,397). Net loss per share in year ended April 30, 2005 was (\$.0022) per share compared to a loss in the prior fiscal year of (\$.0027) per share.

Company also settled an account with an attorney by a Promissory Note for \$17,000 due payable in 1 year.

NEED FOR ADDITIONAL FINANCING

The Company does not have capital sufficient to meet the Company's cash needs, including the costs of compliance with the continuing reporting requirements of the Securities Exchange Act of 1934. The Company will have to seek loans or equity placements to cover such cash needs. Lack of its existing capital may be a sufficient impediment to prevent it from accomplishing the goal of expanding its operations. There is no assurance, however, that without funds it will ultimately allow company to carry out its business.

The Company will need to raise additional funds to expand its business activities in the future.

No commitments to provide additional funds have been made by management or other stockholders. Accordingly, there can be no assurance that any additional funds will be available to the Company to allow it to cover its expenses as they may be incurred.

Irrespective of whether the Company's cash assets prove to be inadequate to meet the Company's operational needs, the Company might seek to compensate providers of services by issuances of stock in lieu of cash.

GOING CONCERN

The Company's auditor has issued a "going concern" qualification as part of their opinion in the Audit Report. There is substantial doubt about the ability of the Company to continue as a "going concern." During the year ended April 30, 2005, the Company generated no revenue, has a working capital deficiency, and current liabilities exceed current assets by \$69,068. The effects of such conditions could easily be to cause the Company's bankruptcy.

Management hopes to seek and obtain funding, via loans or private placements of stock for operations, debt and to provide working capital. Management has plans to seek capital in the form of loans or stock private placements in the next year of approximately \$100,000.

ITEM 7. FINANCIAL STATEMENTS

Please refer to pages F-1 through F-8.

ITEM 8. CHANGES IN AND DISAGREEMENTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

In connection with audits of two most recent fiscal years and any interim period preceding resignation, no disagreements exist with any former accountant on any matter of accounting principles or practices, financial statement disclosure, or auditing scope of procedure, which disagreements if not resolved to the satisfaction of the former accountant would have caused him to make reference in connection with his report to the subject matter of the disagreement(s).

The principal accountants' reports on the financial statements for any of the past two years contained no adverse opinion or a disclaimer of opinion nor was qualified as to uncertainty, audit scope, or accounting principles except for the "going concern" qualification.

ITEM 8a. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures:

Disclosure controls and procedures are designed to ensure that information required to be disclosed in the reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported, within the time period specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in the reports filed under the Exchange Act is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. As of April 30, 2005, the end of the period covered by this report, the Company carried out an evaluation, under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures. Based upon and as of the date of that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures are effective to ensure that information required to be disclosed in the reports the Company files and submits under the Exchange Act is recorded, processed, summarized and reported as and when required.

Changes in Internal Control over Financial Reporting:

There were no changes in the Company's internal control over financial reporting identified in connection with the Company evaluation of these controls as of the end of the period covered by this report that could have significantly affected those controls subsequent to the date of the evaluation referred to in the previous paragraph, including any correction action with regard to significant deficiencies and material weakness.

Evaluation of Internal and Disclosure Controls

The management of the company has evaluated the effectiveness of the issuer's disclosure controls and procedures as April 30, 2005 (evaluation date) and have concluded that the disclosure controls and procedures are adequate and effective based upon their evaluation as of the evaluation date.

There were no changes in internal controls or in other factors that could affect internal controls subsequent to the date of the most recent evaluation of such, including any corrective actions with regard to significant deficiencies and material weaknesses.

ITEM 8b. OTHER INFORMATION

None.

PART III

ITEM 9. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT AND COMPLIANCE WITH SECTION 16(A)

The directors and executive officers of the Company as of April 30, 2005, are as follows:

Name Age Position Term

1. Daniel Medina 51 President/Director Annual

2. Madhava Rao Mankal 54 Chief Financial Officer/Director Annual

3. Mike Swanson 48 Director Annual

4. Tony Eshiet 47 Director Annual

5. Arun Madhav 43 Director Annual

No appointee for a director position has been subject of any civil regulatory proceeding or any criminal proceeding in the past five years.

Daniel Medina 51: Mr. Medina started as a Sales Rep/ Production Manager in 1973-1985 with Rosemary's Draperies. Daniel Medina owned Lavey Craft Boat Co. from 1985-1992. Mr. Medina was also a partner in California Cool Custom Boats from 1992- June 1997. He was the designer and manufacturer of all of their boats. Mr. Medina served as Director of Sales and Marketing and Production Manager for Sonic Jet Performance, Inc. since October 1999 to October 2001 and successfully increased the company revenue by 50%. He has extensive experience in every phase of sales, marketing and manufacturing.

Madhava Rao Mankal 54: Mr. Mankal has more than 28 years of experience as an executive. He has served as President/CFO of Force Protection, Inc. (formerly Sonic Jet Performance, Inc.) since May 1999 to December 31, 2003. He was a member of the Board of Directors of Force Protection, Inc until September 30, 2004. He has over 25 years of senior financial management experience which includes the position of controller, chief financial officer and financial advisor. He is a Certified Chartered Accountant from India and Cost Accountant from India, and Certified Management Accountant from USA. He is member of the Institute of Chartered Accountants of India, Institute of Cost and Works Accountants of India and Institute of Management Accountants, USA. He has Bachelor Degree in Commerce from Bangalore University.

Michael Swanson 48: Michael Swanson has worked for the City of Orange Fire Department since 1983 and his present position is Fire Captain. Prior to that, he worked for the Federal Fire Department, for four years. He is an active member of the Orange Fire Department Medical Core Committee, Safety Committee, and Physical Fitness Committee. He is also a member of the International Association of Fire Fighters Local 2386, and a member of the California Professional Firefighters. He has received the Valor Award in 1999 from the Orange Rotary Club for saving the life of a child. Michael Swanson is a Certified Instructor at Saddleback College Paramedic School 1999, Spinal Immobilization Instructor 1998, Advanced Airway Instructor 1995, Emergency Technician Instructor 1989, State Paramedic 1986, State Fire Officer (on going), Haz Mat, Trench, Swift Water, Confined Space First Responder (on going).

Tony A. Eshiet 47: Tony Eshiet has been the Chief Operating Officer of HollyTouch Corporation since August 2001. Prior to his current position, Mr. Eshiet was a Executive Vice President and Financial Center Manager of CITIBANK from June 2000 to August 2001. Prior to joining Citibank Mr. Eshiet was the Vice-President and Branch Manager of WELLS FARGO BANK from September 1991 to June 2000, managed high-level branches in Century City, Long Beach and Monterey Park in California, USA. The bank had recognized Mr. Eshiet as a "Circle of Stars Performer on many occasions, he has also received Wells Fargo's "Golden Coach Award" as number one top Branch Manager in sales and customer service. Mr. Eshiet has a Bachelor of Science degree in Banking and Finance from Johnson C. Smith University in Charlotte, North Carolina where he was honored as an "Outstanding Student of the Year". Mr. Eshiet also has his Master Degree in Business Administration (M.B.A) from the University of Phoenix. Mr. Eshiet holds a number of licenses in the financial and investment field: Series 7, Series 24, Series 63 and also Life and Health. Mr. Eshiet serves on Corporate Board of Directors of S & P Investment Inc. and American Film Venture Group.

Arun Madhav 43 is a founder - director of Eka Technologies, Inc, a product design and development company from May 2003. Prior to founding Eka, Arun held various positions at Interlink Electronics, Inc. between April 1997 - May 2003., with the most recent being that of Director of Product Marketing at Interlink Electronics, Inc (LINK). During his tenure at Interlink, he introduced several new and innovative products ranging from RF remotes to signature pads. Prior to Intelink, he introduced several new system level products in the field of Non-Destructive testing for companies such as Physical Acoustics, Nuson and Ultram Laboratories. Arun has a BS in Mechanical Engineering from Bangalore University, an MS in Engineering Science and Mechanics from Virginia Tech, and an MBA from California State University, Northridge.

The term of office of each director and executive officer ends at, or immediately after, the next annual meeting of shareholders of the Company. Except as otherwise indicated, no organization by which any director or officer has been previously employed is an affiliate, parent or subsidiary of the Company.

Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), requires the Company's officers and directors, and persons who own more than 10% of a registered class of the Company's equity securities, to file reports of ownership and changes in ownership of equity securities of the Company with the Securities and Exchange Commission and NASDAQ. Officers, directors and greater-than 10% shareholders are required by the Securities and Exchange Commission regulation to furnish the Company with copies of all Section 16(a) filings.

ITEM 10. EXECUTIVE COMPENSATION

The Company accrued or paid compensation to the executive officers as a group for services rendered to the Company in all capacities during the fiscal year ended April 30, 2005. No cash bonuses were or are to be paid to such persons.

The following table sets forth certain information concerning the remuneration paid by the Company for the fiscal year ended December 31, 2004, for each officer and director.

SUMMARY COMPENSATION TABLE OF EXECUTIVES						
Name and Principal Position	Year	Annual Compensation			Awards	
		Salary (\$)	Bonus (\$)	Other Annual Compensation (\$)	Restricted Stock Award(s) (\$)	Securities Underlying Options/SARs (#)
Daniel Medina, President and Director	2002	0	0	0	0	0
	2003	0	0	0	0	0
	2004	0	0	0	1,000,000	0
Madhava Rao Mankal, Chief Financial Officer and Director	2002	0	0	0	0	0
	2003	0	0	0	0	0
	2004	0	0	0	1,000,000	0

Mike Swanson	2002	0	0	0	0	0
	2003	0	0	0	0	0
Director	2004	0	0	0	0	0
Tony Eshiet	2002	0	0	0	0	0
	2003	0	0	0	0	0
Director	2004	0	0	0	0	0
Arun Madhav	2002	0	0	0	0	0
	2003	0	0	0	0	0
Director	2004	0	0	0	0	0
All Officers as a group (2)	2002	0	0	0	0	0
	2003	0	0	0	0	0
	2004	0	0	0	0	0

The Company has no employee incentive stock option plan.

There are no plans pursuant to which cash or non-cash compensation was paid or distributed during the last fiscal year, or is proposed to be paid or distributed in the future, to the executive officers of the Company. No other compensation not described above was paid or distributed during the last fiscal year to the executive officers of the Company. There are no compensatory plans or arrangements, with respect to any executive office of the Company, which result or will result from the resignation, retirement or any other termination of such individual's employment with the Company or from a change in control of the Company or a change in the individual's responsibilities following a change in control.

Aggregated Option/SAR Exercises in Last Fiscal Year and FY-End option/SAR value
(None)

Long Term Incentive Plans - Awards in Last Fiscal Year (None)

ITEM 11. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth information, as of April 30, 2005, with respect to the beneficial ownership of the Company's no par value common stock by each person known by the Company to be the beneficial owner of more than five percent of the outstanding common stock.

Name	Number of Shares Owned	Percentage of Class
Daniel Medina 10088 6th St. Suite G Rancho Cucamonga, CA 91730	11,184,000	45.56
Madhava Rao Mankal 10088 6th St. Suite G Rancho Cucamonga, CA 91730	11,400,000	46.44
Mike Swanson 10088 6th St. Suite G Rancho Cucamonga, CA 91730	0	0
Tony Eshiet 10088 6th St. Suite G Rancho Cucamonga, CA 91730	0	0
Arun Madhav 10088 6th St. Suite G Rancho Cucamonga, CA 91730	0	0
Officers and Directors as a group	22,584,000	92

PART IV

ITEM 12. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS.

It is possible that the Company will adopt a plan to pay or accrue compensation to its officers and directors for services related to seeking business opportunities and completing a merger or acquisition transaction.

Although management has no current plans to cause the Company to do so, it is possible that the Company may enter into an agreement with an acquisition candidate requiring the sale of all or a portion of the Common Stock held by the Company's current stockholders to the acquisition candidate or principals thereof, or to other individuals or business entities, or requiring some other form of payment to the Company's current stockholders, or requiring the future employment of specified officers and payment of salaries to them. It is more likely than not that any sale of securities by the Company's current stockholders to an acquisition candidate would be at a price substantially higher than that originally paid by such stockholders. Any payment to current stockholders in the context of an acquisition involving the Company would be determined entirely by the largely unforeseeable terms of a future agreement with an unidentified business entity.

Transactions with Management and Others

1. 1 Million Shares each were issued to two directors, Rao Mankal, and Daniel Medina as consideration for agreeing to become Directors of the Company in December 2004 in reliance upon exemption provided in Section 4 (2) of the Securities Act of 1933.
2. 10,000 shares were issued for services in December 2004 in reliance upon exemption provided in Section 4 (2) of the Securities Act of 1933.

ITEM 13. EXHIBITS AND REPORTS ON FORM 8-K

The following documents are filed as part of this report:

1. Reports on Form 8-K: None

2. Exhibits:

1. Exhibit 3.1 Articles of Incorporation *Incorporated by reference to Registration Statement #000-27211

2. Exhibit 3.4 Filed on 12-10-2004: Amended Bylaws of Colorado Community Broadcasting. *Incorporated by reference to Registration Statement #000-27211 Exhibit 3.5 Articles of Amendment.

3. Filed on 10-18-2004 : Appointment of Daniel Medina as President and Director on October 11, 2004 and appointment of Madhava Rao Mankal as Chief Financial Officer and director become effective ten days after mailing of Notice to Shareholders pursuant to Section 14f of the Securities exchange Act of 1934. Adelisa Shwayder has resigned as President effective October 11, 2004. She also has tendered her resignation as Director, to be effective upon compliance with Section 14f of the Securities Exchange Act

4. 8-K Filed on 2-16-2005:

5. Exhibit 10.1: Licensing Agreement for Modena Sports Vortex. (Incorporated by reference to 8-K Filed on 3/17/2005).

6. 8-K Filed on 5-20-2005: Medina International Holdings, Inc. appointed Mr. Michael Swanson, Mr. Tony A. Eshiet and Mr. Arun Madhav as directors of the Company effective May 19, 2005.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

General. Jaspers + Hall, PC is the Company's principal auditing/ accountant firm. The Company's Board of directors has considered whether the provisions of audit services is compatible with maintaining Jaspers + Hall, PC's independence.

Audit Fees. Our former auditor Michael Johnson & Co, LLC billed the Company \$8,000 for the following professional services: audit of the annual financial statement of the Company for the fiscal years ended April 30, 2002, 2003, 2004 and review of the interim financial statements included in quarterly reports on Form 10-QSB for the periods ended July 31, 2002, October 31, 2002, January 31, 2003, July 31, 2003, October 31, 2003, January 31, 2004, July 31, 2004, October 31, 2004 and January 31, 2005.

There were no audit related fees paid in 2002, 2003, 2004 or 2005. There were no tax fees or other fees in 2002, 2003, 2004 or 2005 paid to Auditors or Auditors affiliates.

The Company's Board acts as the audit committee and had no "pre-approval policies and procedures" in effect for the auditors" engagement for the audit year 2002, 2003, 2004 and 2005.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

MEDINA INTERNATIONAL HOLDINGS, INC.
(FORMERLY COLORADO COMMUNITY BROADCASTING, INC.)
(Registrant)

Date: August 8, 2005

/s/ Daniel Medina

Daniel Medina, President

DIRECTORS:

/s/ Daniel Medina

Director

/s/ Madhava Rao Mankal

Director

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JASPERS + HALL, PC
CERTIFIED PUBLIC aCCOUNTANTS

9175 E. Kenyon Avenue, Suite 100
Denver, CO 80237
303-796-0099

Report of Independent Registered Public Accounting Firm

To the Board of Directors
Jaspers + Hall, PC
Denver, Colorado

We have audited the accompanying balance sheet of Medina International Holdings, Inc, formerly known as Colorado Community Broadcasting, Inc. (A Development Stage Company) as of April 30, 2005, and the related statement of operations, cash flows, and changes in stockholders' deficit for the year then ended and for the period from March 16, 1998 (inception) to April 30, 2005. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Medina International Holding, Inc. at April 30, 2005, and the results of their operations and their cash flows for the year ended April 30, 2005 and for the period from March 16, 1998 (inception) to April 30, 2005 in conformity with generally accepted accounting principles.

The financial statements for the year ended April 30, 2004, were audited by other accountants, whose report dated November 1, 2004 on those statements included an explanatory paragraph describing conditions that raised substantial doubt about the Company's ability to continue as a going concern.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 5 to the financial statements, conditions exist which raise substantial doubt about the Company's ability to continue as a going concern unless it is able to generate sufficient cash flows to meet its obligations and sustain its operations. Management's plans in regard to these matters are also described in Note 5. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Jaspers + Hall, PC
Denver, Colorado
July 25, 2005

/s/Jaspers + Hall, PC

MEDINA INTERNATIONAL HOLDINGS, INC
(FORMERLY COLORADO COMMUNITY BROADCASTING, INC.)

(A Development Stage Company)
 Balance Sheets
 April 30,

	2005	2004
	-----	-----
ASSETS:		
Current Assets:		
Cash	\$ 180	\$ ---
	-----	-----
TOTAL ASSETS	\$ 180	\$ ---
	=====	=====
LIABILITIES AND STOCKHOLDERS' DEFICIT:		
Liabilities:		
Accounts payable and accrued expenses	\$62,873	\$ 6,748
Advances from stockholders	6,375	3,100
	-----	-----
TOTAL LIABILITIES	69,248	9,848
	-----	-----
Stockholders' Deficit:		
Common stock, \$.0001 par value, 100,000,000 shares authorized, 26,820,000 and 2,700,000 shares issued and outstanding	2,682	270
Additional paid-in capital	26,730	26,730
Subscription receivable	-	(250)
Deficit accumulated during the development stage	(98,480)	(36,598)
	-----	-----
Total Stockholders' Deficit	(69,068)	(9,848)
	-----	-----
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	\$ 180	\$ ---
	=====	=====

The accompanying notes are an integral part of these financial statements.

MEDINA INTERNATIONAL HOLDINGS, INC
(FORMERLY COLORADO COMMUNITY BROADCASTING, INC.)
(A Development Stage Company)
Statement of Operations

	For the Year Ended April 30,		March 16, 1998 (Inception) to April 30,
	2005 ----	2004 ----	2005 ----
INCOME	\$ -	\$ -	\$ 25,000
OPERATING EXPENSES:			
Professional Fees	34,075	7,058	91,678
Bank Charges	20	91	506
Telephone	2,389	-	2,439
Entertainment	-	-	38
Travel	1,009	-	4,182
Settlement of debt	17,000	-	17,000
Stock compensation	2,412	-	2,412
Miscellaneous expense	4,722	-	4,722
	-----	-----	-----
Total Operating Expenses	61,627	7,149	122,977
	-----	-----	-----
OTHER INCOME (EXPENSES)			
Interest expense	(255)	(248)	(503)
	-----	-----	-----
NET LOSS	\$(61,882)	\$(7,397)	\$ (98,480)
	=====	=====	=====
Weighted average number of shares outstanding	26,820,000	2,700,000	
	=====	=====	
Net Loss Per Share	\$(0.0022)	\$(0.0027)	
	=====	=====	

* Less than \$0.01 per share

The accompanying notes are an integral part of these financial statements.

MEDINA INTERNATIONAL HOLDINGS, INC
(FORMERLY COLORADO COMMUNITY BROADCASTING, INC.)
(A Development Stage Company)
Statement of Changes in Stockholders' Deficit

	Common Shares	Stock Amount	Additional Paid-In Capital	Subscription Receivable	Deficit Accumulated During the Development Stage	Deficit Totals
Balance - March 16, 1998	-	\$ -	\$ -	\$ -	\$ -	\$ -
Stock issued for services	2,400,000	240	1,760	-	-	2,000
Stock issued for cash	300,000	30	24,970	(10,500)	-	14,500
Net loss for year	-	-	-	-	(2,793)	(2,793)
Balance - April 30, 1999	2,700,000	270	26,730	(10,500)	(2,793)	13,707
Cash payment of subscription receivable	-	-	-	10,250	-	10,250
Net loss for year	-	-	-	-	(5,253)	(5,253)
Balance - April 30, 2000	2,700,000	270	26,730	(250)	(8,046)	18,704
Net loss for year	-	-	-	-	(21,426)	(21,426)
Balance - April 30, 2001	2,700,000	270	26,730	(250)	(29,472)	(2,722)
Net income for year	-	-	-	-	4,881	4,881
Balance - April 30, 2002	2,700,000	270	26,730	(250)	(24,591)	2,159
Net loss for year	-	-	-	-	(4,610)	(4,610)
Balance - April 30, 2003	2,700,000	270	26,730	(250)	(29,201)	(2,451)
Net loss for year	-	-	-	-	(7,397)	(7,397)
Balance - April 30, 2004	2,700,000	270	26,730	\$ (250)	\$(36,598)	\$(9,848)
Subscription receivable	-	-	-	250	-	250
Shares issued for services	24,120,000	2,412	-	-	-	2,412
Net loss for year	-	-	-	-	(61,882)	(61,882)
Balance - April 30, 2005	26,820,000	\$2,682	\$26,730	\$ -	\$(98,480)	\$(69,068)

The accompanying notes are an integral part of these financial statements.

MEDINA INTERNATIONAL HOLDINGS, INC
(FORMERLY COLORADO COMMUNITY BROADCASTING, INC.)
(A Development Stage Company)
Statements of Cash Flows
Indirect Method

	For the Year Ended April 30,		March 16, 1998 (Inception) to April 30, 2005
	2005	2004	
Flows From Operating Activities:			
Net (Loss)	\$ (61,882)	\$ (7,397)	(98,480)
Adjustments to reconcile net loss to net cash used in operating activities:			
Non-cash item included in loss:			
Stock issued for services	2,412	-	4,412
Changes in assets and liabilities:			
Increase in accrued expenses	56,125	6,748	
62,873			
	-----	-----	-----
Total adjustments	58,537	6,748	67,285
	-----	-----	-----
Net Cash Used in Operating Activities	(3,345)	(649)	(31,195)
	-----	-----	-----
Cash Flow From Financing Activities:			
Proceeds (payments) from/to advances	3,275	-	6,375
Receipt of Subscription Receivable	250	-	25,000
	-----	-----	-----
Net Cash Provided By Financing Activities	3,525	-	31,375
	-----	-----	-----
Increase (Decrease) in Cash	180	(649)	180
Cash and Cash Equivalents - Beginning of period	-	649	-
	-----	-----	-----
Cash and Cash Equivalents - End of period	\$180	\$ -	\$180
	=====	=====	=====
 Supplemental Cash Flow Information:			
Cash paid for taxes:			
Interest paid	\$ -	\$ -	\$ -
	=====	=====	=====
Taxes paid	\$ -	\$ -	\$ -
	=====	=====	=====

The accompanying notes are an integral part of these financial statements.

MEDINA INTERNATIONAL HOLDINGS, INC.
(FORMERLY COLORADO COMMUNITY BROADCASTING, INC.)

(A Development Stage Company)

Notes To Financial Statements
April 30, 2005

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Nature of Operations

MEDINA INTERNATIONAL HOLDINGS, INC (Formerly Colorado Community Broadcasting, Inc.) (the "Company") was incorporated on March 16, 1998 in the state of Colorado. The Company was primarily engaged in raising capital funds from investors and contracting to purchase a low power television license and station.

The Company's fiscal year end is April 30.

Basis of Presentation - Development Stage Company

The Company has not earned any significant revenue from limited principal operations. Accordingly, the Company's activities have been accounted for as those of a "Development Stage Enterprise" as set forth in Financial Accounting Standards Board Statement No. 7 ("SFAS 7").

Among the disclosures required by SFAS 7 are that the Company's financial statements be identified as those of a development stage company, and that the statements of operations, stockholders' equity (deficit) and cash flows disclose activity since the date of the Company's inception.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considered all cash and other highly liquid investments with initial maturities of three months or less to be cash equivalents.

Net earning (loss) per share

Net loss per share is based on the weighted average number of common shares and common share equivalents outstanding during the period.

Income Taxes

The Company accounts for income taxes under SFAS No. 109, which requires the asset and liability approach to accounting for income taxes. Under this method, deferred tax assets and liabilities are measured based on differences between financial reporting and tax bases of assets and liabilities measured using enacted tax rates and laws that are expected to be in effect when differences are expected to reverse.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (Continued)

Other Comprehensive Income

The Company has no material components of other comprehensive income (loss) and, accordingly, net loss is equal to comprehensive loss in all periods.

Fair Value of Financial Instruments

The carrying amount of accounts payable is considered to be representative of its respective fair value because of the short-term nature of this financial instrument.

NOTE 2 - CAPITAL STOCK TRANSACTIONS:

The authorized capital stock of the Company is 100,000,000 shares of common stock at \$.0001 par value. The Company has issued 26,820,000 shares to twenty nine individuals for \$25,000 and services.

On February 14, 2005, the board of directors and shareholders of the Company declared a 12-for-1 stock split of outstanding common stock payable February 14, 2005.

All share and per share amounts in the accompanying financial statements of the Company and notes thereto have been retroactively adjusted to give effect to the stock splits.

NOTE 3 - INCOME TAXES

There has been no provision for U.S. federal, state, or foreign income taxes for any period because the Company has incurred losses in all periods and for all jurisdictions.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of deferred tax assets are as follows:

Deferred tax assets	
Net operating loss carryforwards	\$98,480
Valuation allowance for deferred tax assets	(98,480)

Net deferred tax assets	\$ -
	=====
=====	

Realization of deferred tax assets is dependent upon future earnings, if any, the timing and amount of which are uncertain. Accordingly, the net deferred tax assets have been fully offset by a valuation allowance. As of April 30, 2005, the Company had net operating loss carryforwards of \$98,480 for federal and state income tax purposes. These carryforwards, if not utilized to offset taxable income begin to expire in 2007. Utilization of the net operating loss may be subject to substantial annual limitation due to the ownership change limitations provided by the Internal Revenue Code and similar state provisions. The annual limitation could result in the expiration of the net operating loss before utilization.

NOTE 4 - SHORT-TERM BORROWINGS:

Related Party Transactions

Officers of the Company have provided services and advanced cash to the Company for operations. Advances from these officers and shareholders of the Company totaled \$6,375 as of April 30, 2005. These advances are unsecured, bear no interest, and due on demand.

MEDINA INTERNATIONAL HOLDINGS, INC.
(FORMERLY COLORADO COMMUNITY BROADCASTING, INC.)

(A Development Stage Company)

Notes To Financial Statements
April 30, 2005

NOTE 5 - GOING CONCERN:

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles, which contemplates continuation of the Company as a going concern. The Company has reoccurring losses of \$98,480 and current liabilities exceed current assets by \$69,068.

The future success of the Company is likely dependent on its ability to attain additional capital to develop its proposed products and ultimately, upon its ability to attain future profitable operations. There can be no assurance that the Company will be successful in obtaining such financing, or that it will attain positive cash flow from operations.

CERTIFICATION PURSUANT TO SECTION

302 OF THE SARBANES OXLEY ACT

EXHIBIT 33 CERTIFICATE

**CERTIFICATION OF DISCLOSURE PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Medina International Holdings, Inc. Company (the "Company") on Form 10-KSB for the period ended April 30, 2005 as filed with the Securities and Exchange Commission on the date hereof (the "Report"). I, Daniel Medina, Acting Chief Executive Officer, of the Company, certify, pursuant to 18 USC section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge and belief:

- (1) I am the certifying Officer and I have reviewed the report being filed;
- (2) Based on my knowledge, the report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by the report;
- (3) Based on my knowledge, the financial statements, and other financial information included in the report, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer, as of, and for, the periods presented in the report.
- (4) I and the other certifying officers are responsible for establishing and maintaining disclosure controls and procedures (as such term is defined in paragraph (c) of this section) for the issuer and have:
 - i. Designed such disclosure controls and procedures to ensure that material information relating to the issuer, including its consolidated subsidiaries, is made know to them by others within those entities, particularly during the period in which the periodic reports are being prepared;
 - ii. Evaluated the effectiveness of the issuer's disclosure controls and pro- cedures as of the filing date of the report, April 30, 2005; and
 - iii. Presented in the report their conclusions about the effectiveness of the disclosure controls and procedures based on their evaluation as of April 30, 2005;
- (5) I and the other certifying officers have disclosed, based on their most recent evaluation, to the issuer's auditors and the audit committee of the Board of Directors (or persons fulfilling the equivalent function):
 - i. All significant deficiencies in the design or operation of internal controls which could adversely affect the issuer's ability to record, process, summarize and report financial data and have identified for the issuer's auditors any material weaknesses in internal controls; and
 - ii. Any fraud, whether or not material, that involves management or other employees who have a significant role in the issuer's internal controls; and
- (6) I and the other certifying officers have indicated in the report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of their most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Dated: August 12, 2005

Name: Daniel Medina

/s/ Daniel Medina

Position: President

CERTIFICATION PURSUANT TO

**18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO**

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Medina International Holdings, Inc. (the "Company") on Form 10-KSB for the period ending December 31, 2004 as filed with the Securities and Exchange Commission on the date hereof (the "Report"). I, Daniel Medina, President of the company, certify, pursuant to 18 USC Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge and belief.

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Daniel Medina

Daniel Medina, President

Dated: August 8, 2005

AGREEMENT

Agreement is entered into between Point of View and Medina International Holdings, Inc. on April 18, 2005.

Point of View (POV) intends to license the Fixed Asset Software to Medina International Holdings, Inc. (MIH) on the following terms.

1. Term of the Licensing agreement will be three year and extended by both the parties every year there after upon mutually agreed terms.
2. MIH will buy from POV minimum of ten units of the software a month at a cost of \$250. 3. POV will supply ten units of software every month.
4. MIH will buy the scanner from market.
5. MIH will provide \$25,000 to upgrade the software from client version to ASP (Web enabled).
6. POV will extend MIH three years licensing agreement from the date of delivery of the ASP version.
7. MIH will commit to issue Two Hundred Forty Thousand restricted shares for three years licensing. 20,000 Shares will be released every quarter starting from May 1, 2005.
8. The agreement covers the whole of United States and Canada.
9. MIH has the right to sub-license to any other entity.
10. Fax signatures are accepted for entering into agreement.
11. MIH will have the right to cancel the agreement by giving three months notice.

Phanibhusan Sharma
Point of View
226 5th Cross Road,
II Block, Jayanagar,
Bangalore, 560011
India

Daniel Medina
Medina International Holdings, Inc.
10088, 6th Street , Rancho Cucamonga,
California, 91730
USA

LICENSE AGREEMENT

This Agreement is entered into by and between Albert Mardikian ("Licensor") and Medina International Holdings, Inc. and its subsidiaries ("Licensee") this 23rd day of February 2005, with reference to the following facts:

- A. Licensor is the owner of the Design 22 ft Vortex boat United States Patent Exhibit A, attached hereto, and incorporated herein by this reference, for a special boat design.
- B. Licensee wishes to license such design on an exclusive basis for the manufacture and sale of the boats ("MODENA SPORT VORTEX) world wide, and on a non-exclusive basis for other watercrafts or boats.
- C. Licensor wishes to license to Licensee the right to use the Design for the use set forth in paragraph B, immediately above.

NOW THEREFORE, the parties hereto agree as follows:

1. Grant of License. Licensor grants to Licensee an exclusive right to use and enjoy the benefits of the Design in manufacturing Modena Sport Vortex Boats, and a non-exclusive right for other boats which will be specified in exhibit A.

2. Term and Payment, Minimum Amounts.

2.1. Term and Payment, Licensee agrees to pay as a royalty for the use and enjoyment of the Design, an amount equal to 2% of the GROSS sale, less sales returns, for a period of Five (5) calendar years commencing on the date first above mentioned. Royalties shall be determined on a quarterly basis, for the periods ending each July 31, October 31, January 31 and April 30 of every year and shall be paid on the fifteenth of the month following the end of the determination period, except that upon the expiration of this Agreement the determination period shall end and Licensee shall determine the royalty amount and pay such amount fifteen (15) days after the expiration date of this Agreement.

2.2 Minimum Amounts.

2.2.1 Minimum Amount. Notwithstanding paragraph 2.1, above, Licensor shall pay a minimum of two hundred dollars (\$200.00) a calendar quarter, pro-rated for any period less than a calendar quarter, and in the same manner as provided for in paragraph 2.1, above. This minimum payment is not in addition to that provided for in paragraph 2.1, but a minimum payment that is provided for in the event that a payment under paragraph 2.1 would be less than the minimum set forth in this paragraph 2.2.2. Minimum amount will be renegotiated after January 31, 2006 but no later than February 10, 2006, otherwise the license agreement will be automatically terminated.

3. Certain Restrictions. The license granted herein is subject to and limited by the following restrictions:

3.1 Restrictive Terms. Licensee may use and enjoy the Design only under the terms of this Agreement, however, Licensor may not offer or impose any terms on the use of the Design that alter or restrict the terms of this License or the Licensee's exercise of the rights granted, hereunder;

3.2 Sub-License. Licensee may not sub-license the Design.

4. Representation and Warranties. Licensor represents and warrants as follows:

4.1 Rights. Licensor has secured all rights in the Design necessary to grant the license rights here to Licensee and permit the lawful exercise of the rights granted hereunder, to Licensee;

4.2 Infringements. The use of the Licensor's Design do not infringe the copyright, trademark, publicity rights, common law rights or any other right of any third party or constitute defamation, invasion of privacy or other tortuous injury to any third party.

4.3 Sole Property. The Design is the sole property of the Licensor and no lien, mortgage, security interest or other encumbrance against the Design exists.

4.4 Assignment. No share, interest, assignment, or other right to the Patent has been transferred, assigned or granted to any other party.

4.5 Good Title. Licensor will at all times have good title to the Design and will at all times keep the Design free and clear of all liens, encumbrances security interests and rights and claims of others except for the rights and claims arising under this Agreement.

4.6 Without Warranties. Except as expressly stated in this license or otherwise agreed in writing, or required by applicable law, the Design is licensed on an "as is" basis, without warranties of any kind, either express or implied including, without limitation, any warranties regarding the use of the Design to produce profit.

5. Events of Default. Any one of the following occurrences shall constitute an event of default under this Agreement:

5.1.1 Failure to make Payment. The failure of Licensee to make any royalty payment by its due date thereof;

5.1.2 Bankruptcy. The filing of a voluntary or involuntary petition under any provision of a state or federal bankruptcy law by either party hereto.

5.1.3 Other Default. The occurrence of any other default under this Agreement.

If an event of default occurs under paragraph 5.1.1, above, Licensor may, in its sole discretion (i) declare all accrued but unpaid royalties immediately due and payable, without notice, unless otherwise required by applicable statute; (ii) declare this agreement canceled and of no further force and effect and Licensor shall have and may exercise any and all rights and remedies available at law or in equity. In the event of any other default under this Agreement the non-defaulting party shall deliver written notice of such default to the defaulting party and the defaulting party shall have fifteen (15) days after receipt of such written notice of default to cure the same. After such fifteen (15) day period, provided the defaulting party has not cured the default(s), the non-defaulting party shall have and may exercise any and all rights and remedies available at law or in equity.

6. Option to Renew. Licensor hereby grants Licensee an option to renew this Agreement to be effective at the expiration of the term, or any subsequent term of this Agreement, for an additional Five (5) year period. In order to exercise this option (i) Licensee must provide Licensor with written notice of its election to exercise the renewal option hereunder ninety (90) days prior to the expiration of the term of this Agreement and (ii) Licensee must not be in default under this Agreement.

7. Attorneys' Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which that party may be entitled.

8. Entire Agreement. This Agreement supercedes any and all other agreements oral or in writing, between the parties hereto with respect to the matters set forth herein, and contains all of the covenants and agreements between the parties with respect to the Design. This Agreement applies only to the Design as set forth herein and to no other Patents or design rights. Each party to this agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding on either party. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties hereto.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof

11. Amendment, Waiver. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by the Licensor and the Licensee or, in the case of a waiver, by the party against whom enforcement of any such waiver is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter.

12. Notices. Any notice, demand, request, consent or other communication which either party desires or is required to give to any other party shall be in writing and shall be deemed to have been given when either: (a) delivered in person or by facsimile transfer, or (b) sent by overnight courier or first-class registered or certified mail, postage pre-paid, return receipt requested, addressed to such party at the address set forth above. Either party may designate another address for itself at any time upon written notice to the other party

13. Interpretation. Each party hereto has been represented by counsel of its choice, and this Agreement is not to be interpreted as if it was prepared by either party.

14. Authority. Each party signing on behalf of a party to this Agreement represents and warrants that he has all authority to bind that party to this Agreement.

15. Provision Unenforceable. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date first set forth above.

"Licensor"
/s/Albert Mardikian

Albert Mardikian

"Licensee"
/s/Madhava Rao Mankal

Madhava Rao Mankal

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