NUZEE, INC.

FORM 8-K
(Current report filing)

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Address	2865 SCOTT STREET SUITE 101 VISTA, CA, 92081
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UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported):

April 19, 2013

HAVANA FURNISHINGS, INC.

(Exact name of registrant as specified in its charter)

Nevada	**333-176684**	**38-3849791**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

7940 Silverton Avenue, #109
San Diego, CA 92126

(Address of principal executive offices, including zip code)

(858) 549-6893 or toll-free 855-936-8933

(Registrant's telephone number, including area code)

Edificio Ultramar Plaza, Apt. #4A 47th Street, Panama City, Panama

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

SPECIAL NOTE REGARDING FORWARD LOOKING STATEMENTS

The Private Securities Litigation Reform Act of 1995 provides a "safe harbor" for forward-looking statements. This document contains forward-looking statements which reflect the views of Havana Furnishings, Inc. and with respect to future events and financial performance. These forward-looking statements are subject to certain uncertainties and other factors that could cause actual results to differ materially from such statements. From time to time, our management or persons acting on our behalf may make forward-looking statements to inform existing and potential security holders about our Company. All statements other than statements of historical facts included in this report regarding our financial position, business strategy, plans and objectives of management for future operations, industry conditions, and indebtedness covenant compliance are forward-looking statements. When used in this report, forward-looking statements are generally accompanied by terms or phrases such as "estimate," "expects", "project," "predict," "believe," "expect," "anticipate," "target," "plan," "intend," "seek," "goal," "will," "should," "may," "targets" or other words and similar expressions that convey the uncertainty of future events or outcomes. Items contemplating or making assumptions about, actual or potential future sales, market size, collaborations, and trends or operating results also constitute such forward-looking statements. We undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise.

We are including the following discussion to inform our existing and potential security holders generally of some of the risks and uncertainties that can affect us and to take advantage of the "safe harbor" protection for forward-looking statements that applicable federal securities law affords.

Forward-looking statements involve inherent risks and uncertainties, and important factors (many of which are beyond our control) that could cause actual results to differ materially from those set forth in the forward-looking statements, including the following: general economic or industry conditions, nationally and/or in the communities in which we conduct business, changes in the interest rate environment, legislation or regulatory requirements, conditions of the securities markets, our ability to raise capital, changes in accounting principles, policies or guidelines, financial or political instability, acts of war or terrorism, other economic, competitive, governmental, regulatory and technical factors affecting our operations, products, services, and prices.

We have based these forward-looking statements on our current expectations and assumptions about future events. While our management considers these expectations and assumptions to be reasonable, they are inherently subject to significant business, economic, competitive, regulatory and other risks, contingencies and uncertainties, most of which are difficult to predict and many of which are beyond our control. Accordingly, results actually achieved may differ materially from expected results in these statements. Forward-looking statements speak only as of the date they are made. You should consider carefully the statements in the section below entitled "Risk Factors" and other sections of this report, which describe factors that could cause our actual results to differ from those set forth in the forward-looking statements. We do not undertake, and specifically disclaims, any obligation to update any forward-looking statements to reflect events or circumstances occurring after the date of such statements.

Readers are urged not to place undue reliance on these forward-looking statements, which speak only as of the date of this report. We assume no obligation to update any forward-looking statements in order to reflect any event or circumstance that may arise after the date of this report, other than as may be required by applicable law or regulation. Readers are urged to carefully review and consider the various disclosures made by us in our reports filed with the Securities and Exchange Commission which attempt to advise interested parties of the risks and factors that may affect our business, financial condition, results of operation and cash flows. If one or more of these risks or uncertainties materialize, or if the underlying assumptions prove incorrect, our actual results may vary materially from those expected or projected.

FORM 10 DISCLOSURES

As disclosed elsewhere in this report, on April 19, 2013, Havana Furnishings, Inc. (the "Company", or "HVFI" acquired NuZee Co., Ltd. ("NuZee") for stock. Item 2.01(f) of Form 8-K states that: if the registrant was a shell company, as we were immediately before the acquisition transaction disclosed under Item 2.01, then the registrant must disclose the information that would be required if the registrant were filing a general form for registration of securities on Form 10.

Accordingly, we are providing below the information that would be included in a Form 10, if we were to file a Form 10. Please note that the information provided below relates to the combined enterprises after the acquisition of NuZee.

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On April 19, 2013, Havana Furnishings, Inc., a Nevada corporation (the "Company") entered into a Share Exchange Agreement (the "Share Exchange Agreement") with NuZee Co., Ltd., a California corporation ("NuZee"), and the NuZee shareholders (the "NuZee Shareholders"). Pursuant to the terms of the Share Exchange Agreement, we agreed to acquire all of the issued and outstanding shares of NuZee's common stock in exchange for the issuance by our Company of 33,733,333 shares of our common stock to the NuZee Shareholders. As a result of the Share Exchange Agreement, NuZee became a wholly-owned subsidiary of the Company and the Company now carries on the business of NuZee as its primary business. The Share Exchange Agreement contains customary representations, warranties and conditions to closing. The closing of the Share Exchange Agreement (the “Closing”) occurred on April 19, 2013 (the “Closing Date”).

As a result of the Share Exchange Agreement:

(a) each outstanding NuZee Share was cancelled, extinguished and converted into and became the right to receive a pro rata portion of Company Shares which equaled the number of NuZee Shares held by each NuZee Shareholder multiplied by the exchange ratio of 1:1 (the “Exchange Ratio”), rounded, if necessary, up to the nearest whole share. Based on the Exchange Ratio, as a result of the Share Exchange Agreement, the NuZee Shareholders own a total of 33,733,333 restricted shares of common stock of the Company.

(b) Haisam Hamie irrevocably cancelled a total of 4,000,000 restricted shares of common stock of the Company.

A description of the specific terms and conditions of the Share Exchange Agreement is set forth in the Share Exchange Agreement filed herewith as Exhibit 2.01.

ITEM 2.01 COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS.

THE MERGER

The information provided in Item 1.01 of this Current Report on Form 8-K related to the aforementioned Share Exchange Agreement is incorporated by reference into this Item 2.01.

As a result of the Share Exchange Agreement, (i) our principal business became the business of NuZee; and (ii) NuZee became a wholly-owned subsidiary of the Company. As the NuZee Shareholders obtained the majority of the outstanding shares of the Company through the acquisition, the acquisition is accounted for as a reverse merger or recapitalization of the Company. As such, NuZee is considered the acquirer for accounting purposes.

As of the date of the Share Exchange Agreement, there were no material relationships between the Company and NuZee or between the Company and any of NuZee's respective affiliates, directors, or officers, or associates thereof, other than in respect of the Share Exchange Agreement.

DESCRIPTION OF BUSINESS

As used in this Current Report on Form 8-K, all references to "we", "our" and "us" for periods prior to the closing of the Exchange refer to NuZee Co., Ltd. as a privately owned company, and for periods subsequent to the closing of the Exchange, refer to the Company and its subsidiaries (including NuZee).

HISTORY

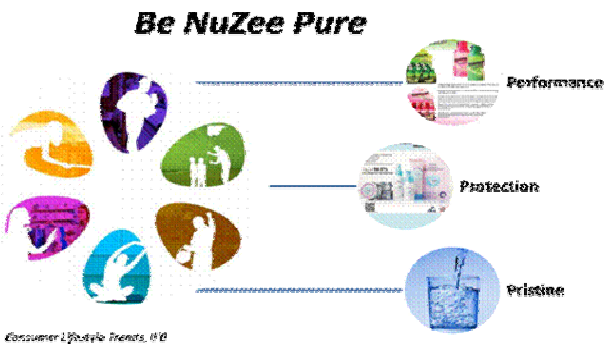
NuZee Co. Ltd. was incorporated in the State of California in November, 2011 and is headquartered in San Diego, California. NuZee was started by its Chairman Mr. Masa Higashida, after the devastating tsunami that hit Japan in March 2011. At the time, Mr. Higashida's singular goal was to provide safe bottled drinking water to help in the recovery effort. That humanitarian effort led to the establishment and launch of NuZee.

Since its inception, NuZee has engaged in the importation and distribution of bottled spring water from New Zealand. On September 17, 2012, NuZee purchased all rights to the proprietary formula for an energy drink from its creator, Travis Gorney of Point Blank Beverage, Inc. NuZee currently produces and markets its energy drink under the name "Torque." In addition, NuZee is exploring the importation and distribution of a line of natural skincare products. NuZee is expanding its operations across the United States by delivering products that fit one or more of the following product categories: "Protection", "Performance", and "Pristine." The mission of NuZee is to produce and/or market products in these three product categories that satisfy the needs of consumers who demand high quality products with natural and organically sourced ingredients packaged for convenience and "on-the-go" use.

As described above, on April 19, 2013, NuZee entered into the Share Exchange Agreement with Havana Furnishings, Inc. "Havana") whereby NuZee became a wholly owned subsidiary of Havana. Pursuant to the Share Exchange Agreement, Havana has Filed Amended Articles of Incorporation to change its name to NuZee, Inc. The Amended Articles shall become effective on May 2, 2013.

PRODUCTS

NuZee's focus is in three product categories: “Protection”, “Performance”, and “Pristine.”



Performance Category - Energy Drinks

In 2012, NuZee purchased all rights to a proprietary formulation for the energy supplement drink it markets under the name "Torque." The Company's Torque product has launched in select markets and is being tested using a variety of consumer promotions to gain shelf-space in retail distribution. The Company plans to expand the product line to include new flavors and derivatives to address unmet market demand.

NuZee plans to distribute its performance products through a traditional two-step distribution channel of wholesalers and distributors to retailers. The Company is building out a national footprint of stores with plans to eventually have more than 50,000 store-fronts operational using a combination of convenience, grocery, and mass merchant chains.

The Energy Supplement product category, which falls into the NuZee Performance Category, is enjoying sustainable growth for existing and new entrants. The U.S. energy supplement market surpassed $1 Billion in Sales in 2011 (Source: Forbes, 2012) and is growing at or above the beverage industry average growth rate according to independent research by Nielsen.

The market is currently dominated by Living Essentials, LLC who distributes and markets 5-Hour Energy® with more than 90 percent market share followed by a handful of smaller companies. Management believes that if it executes on its product and distribution plans it can solidify a meaningful market share percentage in categories not presently addressed by current competition.

NuZee maintains an efficient cost structure by employing contract manufacturers to source its proprietary formulated performance products allowing for flexible scale and growth. NuZee's primary suppliers include multiple bottlers, ingredient suppliers, and co-packers located across the United States. In exchange for developing our proprietary energy blend NuZee has entered into an agreement to purchase its raw materials from one of its beverage architect for a period of three (3) years.

As the energy related product line evolves NuZee plans to monitor and respond to any US FDA or individual state licensing authorities to maintain compliance regarding energy related food and beverage regulations. As the company is currently in the development stage our energy products did not contribute significantly to our revenues in FY 2012. However, management believes that the energy products will become the dominate revenue producing product line on moving forward.

NuZee acquisition of Point Blank Beverage assisted the Company in acquiring an energy shot and beverage formula foundation that minimized its required capital investment and shorten its development time to market. The Company expects to continue to invest in new derivative formulas through a partnership with its energy beverage architects. The Company plans to allocate its development cost by amortizing the expense over the cost of raw materials. This approach to new product development will be applied to a new innovative line of energy based creamer supplement products called Coffee Blenders ^{TM}.

NuZee will continue to monitor the social and public perception as well as the government compliance regulations associated with the energy product market. To date, there are no specific FDA regulations or certification regarding the manufacturing and distribution of energy shots as they are currently classified as dietary supplements; as such the Company will continue comply with the general regulations regarding dietary supplements.

Protection Category - Organic Skin Care

For NuZee, the Protection Category includes NuZee's skin care related products. Both the NuZee Natural and NuZee Organic product lines are made in New Zealand and produced under strict oversight and requirements to comply with BioGro Certified Organic and the USDA Organic guidelines.

Our Natural Skin Care line contains up to 98.6% all natural ingredients, and contains no synthetic color, ethyl alcohol, silicon oil or added paraben preservatives. Our Organic Skin Care li ne contains up to 100% certified organic natural ingredients and contains no synthetic oils, added paraben preservatives, artificial fragrances, colors or Peg Emulsifiers.

The NuZee Natural and Organic Skin Care product lines are produced by CNS Laboratories New Zealand Ltd., using a proprietary formula exclusive to our distribution partner iSpring. Al l of our skin care products are purchased through iSpring, a New Zealand company owned by one of our Directors, Masa Higashida. iSpring has authorized NuZee to market the skin care products for North America distribution and private label opportunities globally.

In 2011, the organic skin care market in the United States surpassed more than $1.7 billion in annual sales and the entire category is growing at a rate of greater than 10% year over year, w ith projected sales at $5.8 Billion in 2016 (Source: Kline Group, 2012) NuZee is evaluating the market opportunity for the Skin Care business and plans to employ a strategy of working with established brands for custom private label programs rather than building a new brand in the United States.
While the Company is currently in development stage, the revenues associated with our skin care product sales did not contribute to revenues in 2012.

Pristine Category – Bottled Water

The Company is proud of the source and origin of its NuZee artesian and sparkling water. NuZee water is pure New Zealand spring water sourced from an unground Blue S pring that is revered for its minerality properties, clarity, and blue hues. The water that flows from the Blue Spring is just to the east of Putaruru in the North Island of New Zealand and is rich in Silica (76g/Liter) a mineral that is prized for its health benefits. The Plateau gathers rain that fell over 100 years ago which makes its way undergroun d into layered aquifers within fractured rock and volcanic sand aquifers. The water gushes out of the spring into the Waihou River at a rate of 42 cubic meters per minute (9,240 gallons per minute) and is a constant 11 degrees Celsius (51.8 degrees Fahrenheit) all year.

The entire area is protected and cared for and the Blue Spring is recognized as one of the purest water acquirers in the world with a TDS (Total Dissolved Solids) measured a t 129 ppm parts per million. For example, filtered and treated tap water averages 200-400 ppm (US EPA Maximum Level is 500 ppm).

NuZee is the exclusive U.S. distributor for NuZee bottled spring water, which is bottled in New Zealand and shipped to our distribution center in California. Currently all bottled water products are purchased through iSpring, a New Zealand company owned by one of our Directors, Masa Higashida. NuZee plans to work directly with its bottlers to improve efficiency and stream line processes whereby iSpring will source from Nu Zee. The NuZee Pristine products are currently in market trials to measure sell-through and fine-tune the business model. Presently the Company plans to focus its water business sales to private label partners whereb y only contracting with established brands that already have distribution and marketing capabilities as the cost of a new water entrant is capital intensive. The Company is pursuing a host of strategic partnerships with US based beverage firms that may materialize over the course of 2013.

Through NuZee's New Zealand water source/bottler partnership we are able to achieve license and certification with local and state government agencies. The Company plans to continue to support its iSpring distribut ion partnership whereby iSpring utilitizes NuZee branding for its products sold throughout Asia with primary focus on Japan and South Korea.

While the Company is currently in development stage, the revenues associated with our bottled water product sales accounted for 86% of our revenue in 2012.

Patents and Trademarks

NuZee has entered into an agreement to purchase TORQ ® and TORQ WRENCH ^{TM} trademarks in the United States from the HydroPouch Corporation. In addition, NuZee has received trademark registration for the TORQUE mark in New Zealand. Separately, NuZee has filed for trademark registration for Coffee Blenders ^{TM} in preparation for a new derivative line of products.

Employees

We currently employ five (5) full-time employees with four (4) employees based in San Diego and one remote satellite employee.

WHERE YOU CAN GET ADDITIONAL INFORMATION

We file annual, quarterly and current reports, and other information with the SEC. You may read and copy our reports or other filings made with the SEC at the SEC's Public Reference Room, located at 100 F Street, N.E., Washington, DC 20549. You can obtain information on the operations of the Public Reference Room by calling the SEC at 1-800-SEC-0330. You can also access these reports and other filings electronically on the SEC's web site, www.sec.gov.

Our website address is www.nuzeeskincare.com. Information on our website does not constitute part of this Report or any other report we file or furnish with the SEC.

RISK FACTORS

RISKS RELATED TO OUR COMPANY

We Will Be Reorganized as a Start Up Company

Havana Furnishings, Inc. is reorganizing to engage in a new and different business. If successful, of which there is no assurance, the newly reorganized business, will still be deemed to be a start-up company that has generated a limited amount of revenue its inception. We expect to incur operating losses for the foreseeable future, and there can be no assurance that we will be able to validate and market products in the future that will generate revenues or that any revenues generated will be sufficient for us to become profitable or thereafter maintain profitability.

We Have Limited Operating History Upon Which to Evaluate Our Potential for Future Success.

The Company has only a limited operating history on which to base an evaluation of its business and prospects. In addition, the Company's revenue model is evolving and relies substantially on the assumption that the Company will be able to successfully complete development of and sell its products and services in the marketplace. The Company's prospect must be considered in light of the risk, uncertainties, expenses and difficulties frequently encountered by companies in the earliest stages of development. To be successful in the market, the Company must among other things:

- Complete development of and introduce functional and attractive product offerings;
- Attract and maintain distribution partners and their commitments;
- Establish and increase awareness of the Company's brand and develop customer loyalty;
- Provide desirable products and services to customers at attractive prices;
- Establish and maintain relationships with manufacturing, sourcing and logistics partners and affiliates;
- Rapidly respond to regulatory and governmental requirements;
- Be in compliance with changing FDA regulations;
- Maintain cross boarder commerce and distribution operations;
- Be in compliance with changes in import and export regulations, taxes and tariffs;
- Build operations and customer service structure to support the Company's business; and
- Attract, retain, and motivate qualified personnel.

The Company cannot guarantee that it will be able to achieve these goals and is failure to do so could have a material adverse effect on the Company's business, results of operations and financial condition. Moreover, there can be no assurance that the Company will be able to obtain additional funding when the Company's financial resources are exhausted. The Company expects that its revenues and operating results will fluctuate in the future. There can by no assurance that any or all of the Company's efforts will be successful.

Our Independent Registered Public Accounting Firm Has Expressed Substantial Doubt About Our Ability To Continue As A Going Concern.

We have working capital of $13,508 and have recognized net loss of $604,573 for the cumulative period from November 9, 2011(inception) to December 31, 2012. Although the Company has a revenue stream, it has only be operational for less than one year and has no historical operations to base our anticipated future cash flows. The future of our Company is dependent upon future profitable operations from the sales of our media. Our management will need to seek additional financing in the future in order to expand our operations. These conditions raise substantial doubt about our company's ability to continue as a going concern. Although there are no assurances that our plans will be realized, our management believes that we will be able to continue operations in the future.

Our Success is Dependent on Collaborative Arrangements.

The development and commercialization of the Company's products and services depends in large part upon the Company's ability to selectively enter into and maintain collaborative arrangements with manufacturers, distributors, partners, providers, etc.

Need of Additional Financing; Limited Resources.

The Company's financial resources are limited and the amount of funding that it will require developing and commercializing its products and technologies is highly uncertain. Adequate funds may not be available when needed or on term satisfactory to the Company. Lack of funds may cause the Company to delay, reduce and/or abandon certain or all aspects of its research and development programs.

Early to Market Challenge is Critical.

The success of the Company is dependent on its ability to quickly get to market and establish an early mover advantage. The Company must implement an aggressive sales and marketing campaign to solicit customers and strategic partners. Any delay could seriously affect its ability to establish and exploit effectively its early-to-market-strategy.

We face intense competition within the premium bottled water market as well as from other beverage and energy supplement providers. If we are unable to compete effectively, our business could be harmed.

The premium bottled water market is highly competitive. Our products currently represent less than 1% of this market. Many of our competitors have greater financial, marketing and other resources than we currently do, and therefore may be able to devote greater resources to the marketing and sale of their products, generate national brand recognition or adopt more aggressive pricing policies than we can, which would put us at a competitive disadvantage. Our competitors have products that have already gained wide customer acceptance in the marketplace and preferred shelf space at retail locations.

Our products also compete with less expensive, non-premium bottled water products offered by major beverage bottling companies. If consumers purchasing premium water switch to these non-premium alternatives, or other non-premium water alternatives such as residential countertop filtration systems, our business would be harmed.

If we are unable to meet the competition faced by our industry, our competitive position and our business could suffer.

Increases in transportation costs would reduce profit margins, negatively impacting profitability.

We deliver our bottled water products to retailors through a third party transportation provider on a delivered price basis. If the price of fuel increases, freight costs will increase. As a result, our freight cost is directly impacted by changes in fuel prices. Increases in fuel prices and surcharges and other factors have increased freight costs and may continue to increase freight costs in the future. The inflationary pressure of higher fuel costs and continued increases in transportation-related costs could have a material adverse effect on our profit margins and profitability.

The source of water for our business is a natural spring in New Zealand and any disruption in the flow of this spring, including exhaustion of the aquifers from which they flow, would have an adverse impact on our ability to operate.

All of our bottled water products originate from a natural spring in New Zealand. In the event there are geological shifts or other changes, natural or otherwise, that affect the flow of the spring, our ability to satisfy future customer demand and to meet our prior obligations for bottled water would be adversely affected, which would in turn adversely impact our business and results of operations. The deep aquifers from which our water springs are limited resources, and while we believe our water supply from these aquifers are more than sufficient to support our operations and any anticipated expansion thereof, we could at some point in the future experience water flow levels too low to make it economically feasible to collect, bottle and distribute our bottled water products.

Risks Relating to Regulatory and Legal Issues

The bottled water industry is regulated at both the state and federal level. If we are unable to continue to comply with applicable regulations and standards in any jurisdiction, we might not be able to sell our products in that jurisdiction, and our business could be seriously harmed.

The United States Food and Drug Administration ("FDA") regulates bottled water as a food. Our bottled water must meet FDA requirements of safety for human consumption, labeling, processing and distribution under sanitary conditions and production in accordance with FDA "good manufacturing practices." In addition, all drinking water must meet Environmental Protection Agency standards established under the Safe Drinking Water Act for mineral and chemical concentration and drinking water quality and treatment, which are enforced by the FDA.

RISKS RELATING TO OUR COMMON STOCK

Risks Relating to Low Priced Stocks

Although the Company's Common Stock is approved for trading on the OTC Bulletin Board, there has only been little if any trading activity in the stock. Accordingly, there is no history on which to estimate the future trading price range of the Common Stock. If the Common Stock trades below $5.00 per share, trading in the Common Stock will be subject to the requirements of certain rules promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which require additional disclosure by broker-dealers in connection with any trades involving a stock defined as a penny stock (generally, any non-FINRA equity security that has a market price share of less than $5.00 per share, subject to certain exceptions). Such rules require the delivery, prior to any penny stock transaction, of a disclosure schedule explaining the penny stock market and the risks associated therewith and impose various sales practice requirements on broker-dealers who sell penny stocks to persons other than established customers and accredited investors (generally defined as an investor with a net worth in excess of $1,000,000 or annual income exceeding $200,000 individually or $300,000 together with a spouse). For these types of transactions, the broker-dealer must make a special suitability determination for the purchaser and have received the purchaser's written consent to the transaction prior to the sale. The broker-dealer also must disclose the commissions payable to the broker-dealer, current bid and offer quotations for the penny stock and, if the broker-dealer is the sole market-maker, the broker-dealer must disclose this fact and the broker-dealer's presumed control over the market. Such information must be provided to the customer orally or in writing before or with the written confirmation of trade sent to the customer. Monthly statements must be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks. The additional burdens imposed upon broker-dealers by such requirements could discourage broker-dealers from effecting transactions in the Common Stock which could severely limit the market liquidity of the Common Stock and the ability of holders of the Common Stock to sell it.

The Market Price of Our Common Stock is Volatile, Leading to the Possibility of its Value Being Depressed at a Time When Shareholder May Want to Sell Their Holdings.

The market price of our common stock can become volatile. Numerous factors, many of which are beyond our control, may cause the market price of our common stock to fluctuate significantly. These factors include:

- our earnings releases, actual or anticipated changes in our earnings, fluctuations in our operating results or our failure to meet the expectations of financial market analysts and investors;
- changes in financial estimates by us or by any securities analysts who might cover our stock;
- speculation about our business in the press or the investment community;
- significant developments relating to our relationships with our consultants and out-sourced contracting companies which will be utilized for most of exploration services;
- stock market price and volume fluctuations of other publicly traded companies customer demand for our products;
- investor perceptions of the entertainment industry in general and our Company in particular;
- the operating and stock performance of comparable companies;
- general economic conditions and trends;
- announcements by us or our competitors of new products, significant acquisitions, strategic partnerships or divestitures;
- changes in accounting standards, policies, guidance, interpretation or principles;
- loss of external funding sources;
- sales of our common stock, including sales by our directors, officers or significant stockholders; and
- additions or departures of key personnel.

Securities class action litigation is often instituted against companies following periods of volatility in their stock price. Should this type of litigation be instituted against us, it could result in substantial costs to us and divert our management's attention and resources.

Moreover, securities markets may from time to time experience significant price and volume fluctuations for reasons unrelated to the operating performance of particular companies. These market fluctuations may adversely affect the price of our common stock and other interests in our Company at a time when you want to sell your interest in us.

Because We Were a "Shell Company" Certain Investors in Our Company Will Not Be Able to Utilize Rule 144 to Sell Their Shares Until at Least One Year After We Cease To Be a Shell Company.

The Shares issued to investors in the Company cannot be sold pursuant to Rule 144 promulgated under the Securities Act until one year after the Company ceases to be a shell company. In general, under Rule 144 as currently in effect, a person (or persons whose shares are aggregated) who has beneficially owned restricted securities shares for at least six months, including persons who may be deemed "affiliates" of the Company, as that term is defined under the Securities Act, would be entitled to sell within any three month period a number of shares that does not exceed the greater of 1% of the then outstanding shares or the average weekly trading volume of shares during the four calendar weeks preceding such sale. Sales under Rule 144 are also subject to certain manner-of-sale provisions, notice requirements and the availability of current public information about the Company. A person who has not been an affiliate of the Company at any time during the three months preceding a sale, and who has beneficially owned his shares for at least one year, would be entitled under Rule 144 to sell such shares without regard to any volume limitations under Rule 144.

Havana Furnishings, Inc. was a shell company prior to filing this periodic report on Form 8-K and therefore a majority of its shareholders may not currently utilize Rule 144 to sell their shares. Rule 144 is not available for sales of shares of companies that are or have been "shell companies" except under certain conditions. The Company completed an acquisition and has removed its status as a shell company by filing this report on Form 8-K. Shareholders are able to utilize Rule 144 one year after the filing of this Form 8-K, assuming it files the documents it is required to file as a reporting company. Investors in the Company whose shares were registered in a registration statement will be able to sell their shares pursuant to said registration statement.

Potential Issuance of Additional Common and Preferred Stock.

The Company will be authorized to issue up to 100,000,000 shares of Common Stock. To the extent of such authorization, the board of directors of the Company will have the ability, without seeking stockholder approval, to issue additional shares of Common Stock in the future for such consideration as the board of directors may consider sufficient. The issuance of additional Common Stock in the future will reduce the proportionate ownership and voting power of the Common Stock offered hereby. The Company will also be authorized to issue up to 100,000,000 shares of preferred stock, the rights and preferences of which may be designated in series by the board of directors. To the extent of such authorization, such designations may be made without stockholder approval. The designation and issuance of series of preferred stock in the future would create additional securities which would have dividend and liquidation preferences over the Common Stock offered hereby. In addition, the ability to issue any future class or series of preferred stock could impede a non-negotiated change in control and thereby prevent stockholders from obtaining a premium for their Common Stock. See "Description of Securities."

No Assurance of a Liquid Public Market For Securities.

Although the Company's shares of Common Stock are currently eligible for quotation on the OTC Bulletin Board, there has been no significant market in such stock. There has been no long term established public trading market for the Common Stock hereto, and there can be no assurance that a regular and established market will be developed and maintained for the securities. There can also be no assurance as to the depth or liquidity of any market for the Common Stock or the prices at which holders may be able to sell the shares.

Volatility Of Stock Prices .

In the event that a public market for the Company's Common Stock is created, market prices for the Common Stock will be influenced by many factors and will be subject to significant fluctuations in response to variations in operating results of the Company and other factors such as investor perceptions of the Company, supply and demand, interest rates, general economic conditions and those specific to the industry, developments with regard to the Company's activities, future financial condition and management.

The Market Price of Our Common Stock is, and is Likely to Continue to Be, Highly Volatile and Subject to Wide Fluctuations.

The market price of the Company's common stock is likely to be highly volatile and could fluctuate widely in price in response to various factors, many of which are beyond the Company's control, including the following:

- services by the Company or its competitors;
- additions or departures of key personnel;
- the Company's ability to execute its business plan;
- operating results that fall below expectations;
- loss of any strategic relationship;
- industry developments;
- economic and other external factors; and
- period-to-period fluctuations in the Company's financial results.

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 the Company's common stock.

We May Be Subject to Penny Stock Regulations and Restrictions and Our Shareholders May Have Difficulty Selling Shares of Our Common Stock.

The SEC has adopted regulations which generally define so-called "penny stocks" to be an equity security that has a market price less than $5.00 per share or an exercise price of less than $5.00 per share, subject to certain exemptions. If our common stock becomes a "penny stock," we may become subject to Rule 15g-9 under the Exchange Act, or the Penny Stock Rule. This rule imposes additional sales practice requirements on broker-dealers that sell such securities to persons other than established customers and "accredited investors" (generally, individuals with a net worth in excess of $1,000,000 or annual incomes exceeding $200,000, or $300,000 together with their spouses). For transactions covered by the Penny Stock Rule, a broker-dealer must make a special suitability determination for the purchaser and have received the purchaser's written consent to the transaction prior to sale. As a result, this rule may affect the ability of broker-dealers to sell our securities and may affect the ability of purchasers to sell any of our securities in the secondary market.

For any transaction involving a penny stock, unless exempt, the rules require delivery, prior to any transaction in a penny stock, of a disclosure schedule prepared by the SEC relating to the penny stock market. Disclosure is also required to be made about sales commissions payable to both the broker-dealer and the registered representative and current quotations for the securities. Finally, monthly statements are required to be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stock.
There can be no assurance that our common stock will qualify for exemption from the Penny Stock Rule. In any event, even if our common stock were exempt from the Penny Stock Rule, we would remain subject to Section 15(b)(6) of the Exchange Act, which gives the SEC the authority to restrict any person from participating in a distribution of penny stock, if the SEC finds that such a restriction would be in the public interest.

We Do Not Expect to Pay Dividends in the Foreseeable Future.

We do not intend to declare dividends for the foreseeable future, as we anticipate that we will reinvest any future earnings in the development and growth of our business. Therefore, investors will not receive any funds unless they sell their common stock, and stockholders may be unable to sell their shares on favorable terms or at all. Investors cannot be assured of a positive return on investment or that they will not lose the entire amount of their investment in our common stock.

FINANCIAL INFORMATION

SELECTED FINANCIAL DATA

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 and are not required to provide the information under this item.

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

The following plan of operation provides information which management believes is relevant to an assessment and understanding of our results of operations and financial condition. The discussion should be read along with our financial statements and notes thereto. This section includes a number of forward-looking statements that reflect our current views with respect to future events and financial performance. Forward-looking statements are often identified by words like believe, expect, estimate, anticipate, intend, project and similar expressions, or words which, by their nature, refer to future events. You should not place undue certainty on these forward-looking statements. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from our predictions.

Plan of Operations

Short Term Goals (12 Months)

Over the next 12 months, the Company's growth plans include continuing efforts to:

- Build a network for our products by signing the top 3-5 distributors serving our retail segments;
- Increase points of retail product availability to number in the thousands of locations;
- Establish the NuZee brand as a leader in natural and organic Performance, Protective and Pristine products and supplements.

In order to achieve our plan of operation over the next twelve months we will be focused on our executing on our business outlined in the Operational Strategies section.

Long Term Goals (Five Years)

The Company believes that there will be significant expansion opportunities in existing markets through new products as well as in new regions outside of the United States in a combination of market development and product licensing.

The Company believes that our limited resources may pose a challenge to our expansion goals and therefore anticipates that it may require additional capital in future years to fund expansion. There can be no assurance that our expansion strategy will be accretive to our earnings within a reasonable period of time. However, the Company believes that it can improve its operational efficiencies and reduce the need for new capital by car efully managing the business based on the following economic fundamentals within accretive margin and cost contribution modeling.

Off-Balance Sheet Arrangements

We have no significant off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to stockholders.

Results of Operations

From inception on November 9, 2011 through December 31, 2012, we have accumulated losses of $604,573. We are presently in the start-up phase of our business and we can provide no assurance that we will be able to attain profitability.

From inception through December 31, 2012, we earned revenues of $36,825 from sales of our products and incurred operating expenses in the amount of $198,078. These operating expenses included the research and the preparation of our business plan in addition to general and administrative expenses. We anticipate our operating expenses will increase as we further undertake our plan of operations.

The increase will be attributed to costs associated with production, storage and delivery of our products as well as research and development of new products.

Liquidity and Capital Resources

As of December 31, 2012 we had cash (operating capital) of $13,508. We have not attained profitable operations since inception. We are relying on sales of our products to cover our costs over the next 12 months. For these reasons, our auditors stated in their report that they have substantial doubt we will be able to continue as a going concern.

QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 and are not required to provide the information under this item.

PROPERTIES

NuZee leases space for its executive office and warehouse, which are located at 7940 Silverton Ave. #109, San Diego, CA 92126.

SECURITIES OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth, as of April 15, 2013 , the beneficial ownership of our common stock by each executive officer and director, by each person known by us to beneficially own more than 5% of the our common stock and by the executive officers and directors as a group. Except as otherwise indicated, all shares are owned directly and the percentage shown is based on 35,933,333 shares of common stock issued and outstanding on April 15, 2013.

Title of Class	Name and Address of Beneficial Owner	Amount of Beneficial Ownership	Percent of Class [1]
Executive Officers and Directors			
Common	Masa Higashida	24,917,333	69.34
Common	Arata Matsushima	1,520,000	4.23
Common	Satoru Yukie	1,520,000	4.23
Common	Craig Hagopian	1,216,000	3.40
Total of All Executive Officers and Directors		**29,173,333**	**81.2**
Shareholders Holding 5% or Greater			
Common	Masa Higashida	24,917,333	69.34
Total of All Shareholders With 5% or Greater		**24,917,333**	**69.34**

(1) As used in this table, "beneficial ownership" means the sole or shared power to vote, or to direct the voting of, a security, or the sole or shared investment power with respect to a security (i.e., the power to dispose of, or to direct the disposition of, a security). In addition, for purposes of this table, a person is deemed, as of any date, to have "beneficial ownership" of any security that such person has the right to acquire within 60 days after such date.

The persons named above have full voting and investment power with respect to the shares indicated. Under the rules of the Securities and Exchange Commission, a person (or group of persons) is deemed to be a "beneficial owner" of a security if he or she, directly or indirectly, has or shares the power to vote or to direct the voting of such security, or the power to dispose of or to direct the disposition of such security. Accordingly, more than one person may be deemed to be a beneficial owner of the same security. A person is also deemed to be a beneficial owner of any security, which that person has the right to acquire within 60 days, such as options or warrants to purchase our common stock.

DIRECTORS AND EXECUTIVE OFFICERS

Our executive officers and directors and their respective ages as of April 19, 2013 are as follows:

NAME	AGE	POSITION(S) AND OFFICE(S) HELD
Craig Hagopian	48	President, Chief Executive Officer, Director
Satoru Yukie	57	Chief Financial Officer, Treasurer, Secretary, Chief Operations Officer, Director
Fernando Corona	52	Director
Masa Higashida	41	Director (Chairman)
Arata Matsushima	51	Director

Set forth below is a brief description of the background and business experience of each of our current executive officers and directors.

Craig Hagopian, President, CEO, Director

Mr. Hagopian possesses more than twenty-five years of sales and marketing experience and management experience. Since 1998 Mr. Hagopian has managed organizations with full-line P&L responsibility of $30-40 million annually, including Founder and CMO of a successful advertising firm known as xAd, President of V-Enable, CMO of Axesstel (OTCQB: AXST) wireless hardware, and GM/VP of SkyTel (consumer products). Mr. Hagopian is also the general partner with Bernardo International, Inc., a global investment and management firm. We believe that Mr. Hagopian's vast experience enables him to provide vision and leadership to NuZee's high-growth business plans.

Mr. Hagopian is a patent holder, noted industry speaker and contributing author to numerous industry publications. He earned a Bachelor of Science in Business Administration from the University of Southern California with a dual emphasis in Financial Management and Entrepreneurship and an MBA from Duke University Fuqua School of Business.

Satoru Yukie, CFO, Treasurer, COO, Secretary and Director

Satoru Yukie is an experienced executive and for many successful companies in the past. He successfully closed several rounds of fund raising and assisted in completing reverse mergers through which two start-ups, Axesstel, Inc.(OTCQB: AXST) and Franklin Wireless, Inc.(OTCBB:FKWL), became public companies. From 2005 till 2008, Mr. Yukie was CEO of UI Magic, Inc., an advanced mobile application development company, and was responsible for the development of corporate structure, securing seed funds, managing projects with major mobile operators and international business development. Since 2008, He has been Managing Director of Bernardo International, Inc., and aggressively pursuing his management and investment practice and is acting as an executive, advisor, and a member of the Board of Directors of several venture companies.

Masa Higashida, Director and Chairman of the Board

Masa Higashida is a successful business executive who has started numerous companies in the financial and consumer product industries. Mr. Higashida started his career in the financial industry in Nagoya Japan and quickly saw an opportunity to expand operations and moved to Seoul, Korea where he established Won Cashing in 2002. He served as their CEO and grew Won Cashing became the number three consumer loan company in Korea. He successfully sold the company to a major financial institution in October of 2010. Following Won Cashing exit, Mr. Higashida established FROM EAST PTE LTD., in Singapore as an investment company where he is the Managing Director. Mr. Higashida then moved to New Zealand and established iSpring LTD. to help provide quality drinking water in Japan following the Tsunami of 2011. From iSpring Mr. Higashida helped establish NuZee to market and distribute quality products in the United States.

Fernando Corona, Director

Fernando Corona brings 30 years of experience in the IT and Wireless industry with Fortune 500 and startup companies to the NuZee board. He has worked with both, consumer and commercial products as well as various channels that include retail, distribution, Internet, and MNOs. Mr. Corona has held the following CEO and senior executive positions: VP/GM at Cricket Wireless 2005-2011, CEO at V-Enable 2002-2005 SVP at Packet Video 2000-2002, CEO at Tandberg Data 1998-2000, VP/GM at Allied Telesyn 1995-1997, VP at Western Digital 1989-1995, Director at Maxtor (1987-1989) and National Account Manager at AST Research (1983-1987)

Arata Matsushima, Director

Mr. Matsushima is a 25 year veteran of the broadcast media industry. Currently he serves as the president of Pine Isle Inc. a consulting company based in Santa Monica, California where he has provideed advisory services to major corporations including the Sony Group and Dentsu. Prior to Pine Isle Inc., Mr. Matsushima has held executive positions in Sony group as the VP of CEO strategic office based in Tokyo, VP of Strategic Planning and Business Alliance in Sony Corporation of America based in New York, VP in Sony Pictures Entertainment based in Culver City.

Term of Office

Our directors are appointed for a one-year term to hold office until the next annual general meeting of our shareholders or until removed from office in accordance with our bylaws. Our officers are appointed by our board of directors and hold office until removed by the board.

Significant Employees

Travis Gorney, Vice President of Sales

Mr. Gorney brings a wealth of beverage industry experience to the NuZee management team with nearly 12 years of leading and building brands. Most notably he was a founding partner of Point Blank Beverage, Inc., (PBB) where he operated as their President and CEO responsible for overseeing production, logistics, and new product development, as well as building the sales and distribution channel. At PBB he is credited with launching one of the industry first energy beverages in 2004. Prior to PBB, Mr. Gorney has held sales positions with consumer and beverage companies as a regional sales manager/southwestern sales responsible for opening both large format retailers as well as convenience store distribution.

Family Relationships

There are no family relationships among our directors or officers

Involvement in Certain Legal Proceedings.

To our knowledge, during the past five years, no present director or executive officer of our company: (1) filed a petition under the federal bankruptcy laws or any state insolvency law, nor had a receiver, fiscal agent, or similar officer appointed by a court for the business or present of such a person, or any partnership in which he was a general partner at or within two years before the time of such filing, or any corporation or business association of which he was an executive officer within two years before the time of such filing; (2) was convicted in a criminal proceeding or named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses); (3) was the subject of any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining him from or otherwise limiting the following activities: (i) acting as a futures commission merchant, introducing broker, commodity trading advisor, commodity pool operator, floor broker, leverage transaction merchant, associated person of any of the foregoing, or as an investment advisor, underwriter, broker or dealer in securities, or as an affiliated person, director of any investment company, or engaging in or continuing any conduct or practice in connection with such activity; (ii) engaging in any type of business practice; (iii) engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation of federal or state securities laws or federal commodity laws; (4) was the subject of any order, judgment or decree, not subsequently reversed, suspended or vacated, of any federal or state authority barring, suspending or otherwise limiting for more than 60 days the right of such person to engage in any activity described above under this Item, or to be associated with persons engaged in any such activity; (5) was found by a court of competent jurisdiction in a civil action or by the Securities and Exchange Commission to have violated any federal or state securities law and the judgment was not subsequently reversed, suspended or vacated; (6) was found by a court of competent jurisdiction in a civil action or by the Commodity Futures Trading Commission to have violated any federal commodities law, and the judgment in such civil action or finding by the Commodity Futures Trading Commission has not been subsequently reversed, suspended or vacated.

Limitation of Liability of Directors

Pursuant to Nevada Law, our Articles of Incorporation exclude personal liability for our Directors for monetary damages based upon any violation of their fiduciary duties as Directors, except as to liability for any breach of the duty of loyalty, acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or any transaction from which a Director receives an improper personal benefit. This exclusion of liability does not limit any right which a Director may have to be indemnified and does not affect any Director's liability under federal or applicable state securities laws. We have agreed to indemnify our directors against expenses, judgments, and amounts paid in settlement in connection with any claim against a Director if he acted in good faith and in a manner he believed to be in our best interests.

EXECUTIVE COMPENSATION

The following table sets forth the compensation paid by us for the last three fiscal years. This information includes the dollar value of base salaries, bonus awards and number of stock options granted, and certain other compensation, if any. The compensation discussed addresses all compensation awarded to, earned by, or paid or named executive officers.

Name and Principal Position (a)	Year (b)	Salary (US$) (c)	Bonus (US$) (d)	Stock Awards (US$) (e)	Option Awards (US$) (f)	Non-Equity Incentive Plan Compensation (US$) (g)	Nonqualified Deferred Compensa-tion Earnings (US$) (h)	All Other Compen-sation (US$) (i)	Total (US$) (j)
Craig Hagopian (1)	2012	0	0	0	0	0	0	0	0
	2011	0	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0	0
Satoru Yukie (2)	2012	0	0	0	0	0	0	0	0
	2011	0	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0	0
Haisam Hamie (3)	2012	0	0	0	0	0	0	0	0
	2011	0	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0	0

(1) Craig Hagopian was appointed as our President and Chief Executive Officer on April 19, 2013.

(2) Satoru Yukie was appointed as our Chief Financial Officer, Treasurer, Secretary, Chief Operations Officer on April 19, 2013.

(3) Haisam Hammie resigned as the Company's sole officer on the closing of the Share Exchange Agreement on April 19, 2013.

The compensation discussed herein addresses all compensation awarded to, earned by, or paid to our named executive officers.

Narrative Disclosure to the Summary Compensation Table

There are no arrangements or plans in which we provide pension, retirement or similar benefits for directors or executive officers. Our directors and executive officers may receive stock options at the discretion of our board of directors in the future. We do not have any material bonus or profit sharing plans pursuant to which cash or non-cash compensation is or may be paid to our directors or executive officers, except that stock options may be granted at the discretion of our board of directors from time to time. We have no plans or arrangements in respect of remuneration received or that may be received by our executive officers to compensate such officers in the event of termination of employment (as a result of resignation, retirement, change of control) or a change of responsibilities following a change of control.

Outstanding Equity Awards At Fiscal Year-End

No named executive officer or director received any equity awards, or holds exercisable or unexercisable options, as of the years ended September 30, 2012 and 2011.

Executive Employment Agreements as a Result of the Share Exchange

Mr. Hagopian and Mr. Yukie entered into Executive Employment Agreements with the Company on the date of the Share Exchange to be effective on May 1, 2013. The terms of the agreements are:

Craig Hagopian: Mr. Hagopian will be employed at will. For services as President and Chief Executive Officer, Mr. Hagopian will receive a salary of $150,000 per year plus health insurance reimbursement. Mr. Hagopian may also be eligible to receive quarterly bonuses up to $25,000 based on milestones to be agreed upon by both the Company and Mr. Hagopian. Upon approval by the Board of an Equity and Incentive Plan (which is not in existence at present), Mr. Hagopian will be given an option to purchase no less than 4.5% of the Company's stock ("Option"), based on the fully-diluted capitalization of the Company as of the Effective Date of the Employment Agreement. Mr. Hagopian's Options shall vest as follows: 25% upon the Effective Date of Executive Employment Agreement, and the balance in equal installments on the last day of each month for eighteen months thereafter, subject to Mr. Hagopian's ongoing employment with the Company. A copy of Mr. Hagopian's Executive Employment Agreement is included with this filing as Exhibit 10.1.

Satoru Yukie: Mr. Yukie will be employed at will. For services as Chief Financial Officer, Chief Financial Officer, Treasurer, Secretary, and Chief Operations Officer. Mr. Yukie will receive a salary of $150,000 per year plus health insurance reimbursement. Mr. Yukie may also be eligible to receive quarterly bonuses up to $25,000 based on milestones to be agreed upon by both the Company and Mr. Yukie. Upon approval by the Board of an Equity and Incentive Plan (which is not in existence at

present), Mr. Yukie will be given an option to purchase no less than 4% of the Company's stock ("Option"), based on the fully-diluted capitalization of the Company as of the Effective Date of the Employment Agreement. Mr. Yukie's Options shall vest as follows: 25% upon the Effective Date of Executive Employment Agreement, and the balance in equal installments on the last day of each month for eighteen months thereafter, subject to Mr. Yukie's ongoing employment with the Company. A copy of Mr. Yukie's Executive Employment Agreement is included with this filing as Exhibit 10.2.

COMPENSATION OF DIRECTORS

No director received or accrued any compensation for his or her services as a director since our inception. We have no formal plan for compensating our directors for their services in their capacity as directors. Our directors are entitled to reimbursement for reasonable travel and other out-of-pocket expenses incurred in connection with attendance at meetings of our board of directors. Our board of directors may award special remuneration to any director undertaking any special services on our behalf other than services ordinarily required of a director.

Long-Term Incentive Plan Awards

We do not have any long-term incentive plans that provide compensation intended to serve as incentive for performance.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

THE COMPANY

As of January 31, 2013, the Company received advances from its sole officer and director in the amount of $22,015 to pay for general operating expenses. The amounts due to the related party are unsecured and non-interest bearing with no set terms of repayment. As a result of the Share Exchange Agreement with the Company described above under Item 1.01 of this Report, the amounts owed to the Director were forgiven.

NUZEE

During the period from November 9, 2011 (inception) through September 30, 2012, NuZee purchased $10,454 of skin care products, for resale, from an entity controlled by NuZee’s majority shareholder. Those items are included in inventory at September 30, 2012. NuZee has received advances, from its majority shareholder totaling, $150,014, due on demand, which are included with other liabilities on the Balance Sheet for the period ending September 30, 2012.

During the period from October 1, 2012 through December 31, 2012, NuZee made a deposit of $139,661 towards the purchase of skin care products, for resale, from an entity controlled by NuZee’s majority shareholder. Subsequent to this commitment, NuZee decided to focus its sales and marketing efforts on the energy drink market, and has provided a loss contingency against this deposit of $139,661 which is included in the cost of goods sold for the three months ending December 31, 2012.

With regard to any future related party transaction, we plan to fully disclose any and all related party transactions in the following manner:

- Disclosing such transactions in reports where required;
- Disclosing in any and all filings with the SEC, where required;
- Obtaining disinterested directors consent; and
- Obtaining shareholder consent where required.

DIRECTOR INDEPENDENCE

We are not currently a "listed company" under SEC rules and are therefore not required to have a Board comprised of a majority of independent directors or separate committees comprised of independent directors. We consider Fernando Corona and Arata Matsushima independent directors as the term "independent" is defined by the rules of the NASDAQ Stock Market.

REVIEW, APPROVAL OR RATIFICATION OF TRANSACTIONS WITH RELATED PERSONS

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 and are not required to provide the information under this item.

LEGAL PROCEEDINGS

We are not currently a party to any legal proceedings. Our agent for service of process in Nevada is National Registered Agents, Inc. of NV.

MARKET PRICE OF AND DIVIDENDS ON COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Since October 2012, our shares of common stock have been quoted on the OTC Bulletin Board and the OTCQB tier of OTC Markets, under the stock symbol "HVFI." The following table shows the reported high and low closing bid prices per share for our common stock based on information provided by the OTCQB. The over-the-counter market quotations set forth for our common stock reflect inter-dealer prices, without retail mark-up, mark-down or commission and may not necessarily represent actual transactions.

	BID PRICE PER SHARE	
	HIGH	LOW
Three Months Ended January 31, 2013	$ 0.00	$ 0.00
Three Months Ended October 31, 2012	0.00	0.00
Three Months Ended July 31, 2012	0.00	0.00
Three Months Ended April 30, 2012	0.00	0.00
Three Months Ended October 31, 2011	0.00	0.00
Three Months Ended July 31, 2011	0.00	0.00
Three Months Ended April 30, 2011	0.00	0.00

The Securities Exchange Commission has adopted rules that regulate broker-dealer practices in connection with transactions in penny stocks. Penny stocks are generally equity securities with a price of less than $5.00, other than securities registered on certain national securities exchanges or quoted on the NASDAQ system, provided that current price and volume information with respect to transactions in such securities is provided by the exchange or quotation system. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock, to deliver a standardized risk disclosure document prepared by the Commission, that: (a) contains a description of the nature and level of risk in the market for penny stocks in both public offerings and secondary trading; (b) contains a description of the broker's or dealer's duties to the customer and of the rights and remedies available to the customer with respect to a violation to such duties or other requirements of Securities' laws; (c) contains a brief, clear, narrative description of a dealer market, including bid and ask prices for penny stocks and the significance of the spread between the bid and ask price; (d) contains a toll-free telephone number for inquiries on disciplinary actions; (e) defines significant terms in the disclosure document or in the conduct of trading in penny stocks; and (f) contains such other information and is in such form, including language, type, size and format, as the Commission shall require by rule or regulation.

The broker-dealer also must provide, prior to effecting any transaction in a penny stock, the customer with: (a) bid and offer quotations for the penny stock; (b) the compensation of the broker-dealer and its salesperson in the transaction; (c) the number of shares to which such bid and ask prices apply, or other comparable information relating to the depth and liquidity of the market for such stock; and (d) a monthly account statements showing the market value of each penny stock held in the customer's account.

In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from those rules; the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written acknowledgment of the receipt of a risk disclosure statement, a written agreement to transactions involving penny stocks, and a signed and dated copy of a written suitably statement.

We are subject to the penny stock rules, and disclosure requirements may have the effect of reducing the trading activity in the secondary market for our stock and stockholders may have difficulty selling those securities.

Holders of Our Common Stock

As of April 22, 2013, as a result of the Share Exchange, we had 46 shareholders of record.

Stock Option Grants

To date, we have not granted any stock options.

Registration Rights

We have not granted registration rights to the selling shareholders or to any other persons.

DESCRIPTION OF CAPITAL STOCK

Common Stock

Our authorized common stock consists of 100,000,000 shares of common stock, par value $0.00001 per share. The holders of our common stock:

* have equal ratable rights to dividends if and when a dividend is declared by our board of directors;
* are entitled to share ratably in all of our assets available for distribution to holders of common stock upon liquidation, dissolution or winding up of our affairs;
* do not have preemptive, subscription or conversion rights and there are no redemption or sinking fund provisions or rights; and
* are entitled to one non-cumulative vote per share on all matters on which stockholders may vote.

We refer you to our Articles of Incorporation, Bylaws and the applicable statutes of the State of Nevada for a more complete description of the rights and liabilities of holders of our securities.

Non-cumulative voting

Holders of shares of our common stock do not have cumulative voting rights, which means that the holders of more than 50% of the outstanding shares, voting for the election of directors, can elect all of the directors to be elected, if they so choose, and, in that event, the holders of the remaining shares will not be able to elect any of our directors.

Cash dividends

As of the date of this prospectus, we have not paid any cash dividends to our stockholders. The declaration of any future cash dividend will be at the discretion of our board of directors and will depend upon our earnings, if any, our capital requirements and financial position, our general economic conditions, and other pertinent conditions. It is our present intention not to pay any cash dividends in the foreseeable future, but rather to reinvest earnings, if any, in our business operations.

Preferred Stock

We are authorized to issue 100,000,000 shares of preferred stock with a par value of $0.00001 per share. The terms of the preferred shares are at the discretion of the board of directors. Currently no preferred shares are issued and outstanding.

Anti-takeover provisions

There are no Nevada anti-takeover provisions that may have the affect of delaying or preventing a change in control.

Stock transfer agent

Our stock transfer agent for our securities will be Aspen Stock Transfer, 6623 Las Vegas Blvd. South #255, Las Vegas, NV 89119 ; the telephone number is 702-463-8832.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

P ursuant to the Bylaws of the corporation, we may indemnify an officer or director who is made a party to any proceeding, including a lawsuit, because of his position, if he acted in good faith and in a manner he reasonably believed to be in our best interest. We may advance expenses incurred in defending a proceeding. To the extent that the officer or director is successful on the merits in a proceeding as to which he is to be indemnified, we must indemnify him against all expenses incurred, including attorney's fees. With respect to a derivative action, indemnity may be made only for expenses actually and reasonably incurred in defending the proceeding, and if the officer or director is judged liable, only by a court order. The indemnification is intended to be to the fullest extent permitted by the laws of the State of Nevada.

Regarding indemnification for liabilities arising under the Securities Act of 1933, which may be permitted to directors or officers under Nevada law, we are informed that, in the opinion of the Securities and Exchange Commission, indemnification is against public policy, as expressed in the Act and is, therefore, unenforceable.

ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES

The information provided in Item 1.01 of this Current Report on Form 8-K related to the aforementioned Share Exchange Agreement is incorporated by reference into this Item 3.02.

On April 22, 2013, under the Share Exchange Agreement, we issued 33,733,333 shares of restricted common stock to the existing shareholders of NuZee Co., Ltd. With the issuance of the 33,733,333 shares to the NuZee Shareholders, they own a controlling interest in HVFI. See Item 5.01 - Changes in Control of Registrant, "Recent Sales of Unregistered Securities" below, which is incorporated herein by reference.

ITEM 4.01 CHANGES IN CERTIFYING ACCOUNTANT

(a) Resignation of Independent Certifying Accountant

Effective April 23, 2013, MaloneBailey, LLP (the "Former Accountant") resigned as the Company's independent registered public accounting firm.

The reports of the Former Accountant regarding the Company's financial statements for the fiscal years ended July 31, 2011 and July 31, 2012 did not contain any adverse opinion or disclaimer of opinion and were not qualified or modified as to uncertainty, audit scope or accounting principles, except that the audit report of the Former Accountant on the Company's financial statements for the fiscal years ended July 31, 2011 and July 31, 2012 contained an explanatory paragraph which noted that there was substantial doubt about the Company's ability to continue as a going concern.

During the fiscal years ended July 31, 2011 and July 31, 2012, and during the period from July 31, 2012 to April 23, 2013, the date of resignation, (i) there were no disagreements with the Former Accountant on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedures, which disagreements, if not resolved to the satisfaction of the Former Accountant would have caused it to make reference to such disagreement in its reports; and (ii) there were no reportable events as defined in Item 304(a)(l)(v) of Regulation S-K.

The Company has provided the Former Accountant with a copy of the foregoing disclosures and requested that the Former Accountant furnish the Company with a letter addressed to the SEC stating whether or not it agrees with the above statements. A copy of such letter is filed as Exhibit 16.1 to this Current Report on Form 8-K.

(b) Engagement of Independent Certifying Accountant

Effective April 23, 2013, the Board of Directors of the Company engaged Anton & Chia, LLP ("A&C") as its independent registered public accounting firm to audit the Company's financial statements for the Company's current fiscal year.

During the Company's most recent fiscal year and through the interim periods preceding the engagement of A&C, the Company (a) has not engaged A&C as either the principal accountant to audit the Company's financial statements, or as an independent accountant to audit a significant subsidiary of the Company and on whom the principal accountant is expected to express reliance in its report; and (b) has not consulted with A&C regarding (i) the application of accounting principles to a specific transaction, either completed or proposed, or the type of audit opinion that might be rendered on the Company's financial statements, and no written report or oral advice was provided to the Company by A&C concluding there was an important factor to be considered by the Company in reaching a decision as to an accounting, auditing or financial reporting issue; or (ii) any matter that was either the subject of a disagreement, as that term is defined in Item 304(a)(l)(iv) of Regulation S-K or a reportable event, as that term is described in Item 304(a)(l)(v) of Regulation S-K.

ITEM 5.01 CHANGES IN CONTROL OF REGISTRANT

The information provided in Item 1.01 of this Current Report on Form 8-K related to the aforementioned Share Exchange Agreement is incorporated by reference into this Item 5.01.

As a result of the Share Exchange Agreement, the NuZee Shareholders own a total of 33,733,333 restricted shares of the Company, which represents 93.88% of our issued and outstanding shares of common stock. The Share Exchange Agreement is being accounted for as a "reverse acquisition," as the NuZee Shareholders own a majority of the outstanding shares of the Company's capital stock immediately following the Closing of the Share Exchange Agreement. Accordingly, NuZee is deemed to be the acquirer in the reverse acquisition. After the Closing of the Share Exchange Agreement, the Board of Directors and management of the Company are comprised of NuZee’s management team and the operations of NuZee are the continuing operations of the Company.

ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN DIRECTORS

On April 19, 2013, prior to the Closing Date of the Share Exchange Agreement referred to in Item 1.01 above and as a condition to the Closing, Haisam Hamie resigned as the President, Chief Executive Officer, Chief Financial Officer, Secretary, Treasurer and sole member of the Board of Directors of the Company.

Additionally, on April 19, 2013, prior to the Closing Date of the Share Exchange Agreement and as a condition to the Closing, the Board increased the number of Directors from 1 to 5 and appointed the following to the Board of Directors: Masa Higashida, Craig Hagopian, Satoru Yukie, Fernando Corona, and Arata Matsushima. The Board also appointed the following officers:

* Craig Hagopian: President and Chief Executive Officer
* Satoru Yukie: Chief Financial Officer, Secretary and Treasurer

Biographies for the above-mentioned Officers and Directors are set forth in Item 2.01above.

ITEM 5.03 AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR

On April 23, 2013, the Company filed a Certificate of Amendment to its Articles of Incorporation (the "Amendment") with the Secretary of State of Nevada. As a result of the Amendment, the Company has changed its name with the State of Nevada from Havana Furnishings, Inc. to NuZee, Inc. The Amendment will be effective on May 3, 2013 A copy of the Amendment is filed herewith as Exhibit 3.01.

ITEM 5.06 CHANGE IN SHELL COMPANY STATUS

Reference is made to the disclosures set forth under Item 2.01 and 5.01 of this report, which disclosure is incorporated herein by reference. As a result of the acquisition of NuZee Co., Ltd. pursuant to the Share Exchange Agreement entered into on April 19, 2013, we are no longer considered a "shell company" (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended), as the Company now has significant non-cash assets. See Item 5.01 - Changes in Control of Registrant, above, which is incorporated herein by reference.

ITEM 8.01 OTHER EVENTS

The Company's Board of Directors, having received the written consent of shareholders holding a majority of the Company's outstanding shares of common stock, approved: (i) an amendment to the Company's Articles of Incorporation to change the Company's name from Havana Furnishings, Inc. to NuZee, Inc. (the "Corporate Name Change"); and (ii) a change to the Company's OTC trading symbol from HVFI to NUZE, or if unavailable, to NZEE or NEWZ (the "Symbol Change"). Under Nevada corporation law, the consent of the holders of a majority of the voting power is effective as stockholders' approval. We expect the Corporate Name Change and Symbol Change to be declared effective by FINRA on or before May 3, 2013.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

EXHIBIT NO.	DESCRIPTION
2.01	Share Exchange Agreement by and among the Company, NuZee, and the shareholders of NuZee dated April 19, 2013
3.01 (a)	Articles of Incorporation (1)
3.01 (b)	Certificate of Amendment to Articles of Incorporation dated April 24, 2013
3.02	Bylaws (1)
10.1	Management Employment Agreement with Mr. Hagopian dated April 23, 2013
10.2	Management Employment Agreement with Mr. Yukie dated April 23, 2013
16.1	Letter from MaloneBailey LLP dated April 25, 2013
99.01	Audited Financial Statements for NuZee Co., Ltd. for the year ended September 30, 2012
99.02	Unaudited Interim Financial Statements for NuZee Co., Ltd. For the Three Months Ended December 31, 2012
99.03	Pro Forma Consolidated Financial Statements of the Company and NuZee Co., Ltd. As of and for the Six Months Ended January 31, 2013

(1) Previously filed with the SEC on September 6, 2011 as part of our Registration Statement on Form S-1.

SIGNATURES

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

Date: April 24, 2013

HAVANA FURNISHINGS, INC.

/s/ Craig Hagopian

By: Craig Hagopian, President

Exhibit 2.01

SHARE EXCHANGE AGREEMENT

This **SHARE EXCHANGE AGREEMENT** , dated as of April 19, 2013 (the "Agreement"), is made by and among **HAVANA FURNISHINGS INC.** , a Nevada corporation ("Purchaser") and **NuZee Co., Ltd.** , a California corporation, (the "Company"), and each of the shareholders of the Company set forth on Schedule A hereof (collectively, the "Sellers").

WITNESSETH

WHEREAS , the Company is in the business of distributing natural and organically sourced cosmetics, bottled water and energy drinks, and

WHEREAS , the Sellers desire to sell to Purchaser and the Purchaser desires to purchase from the Sellers, 100% of the outstanding securities of the Company in exchange for shares of common stock of the Purchaser and upon the terms and conditions hereinafter set forth; and

WHEREAS , certain terms used in this Agreement are defined in Article 1; and

WHEREAS , it is intended that the Acquisition shall qualify for United States federal income tax purposes as a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE in consideration of the premises and the mutual covenants, agreements, representations and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1.
DEFINITIONS AND INTERPRETATION

1.1 Definitions . As used in this Agreement, the following terms when capitalized in this Agreement shall have the following meanings:

(a) **"Affiliates"** shall mean, with respect to any Person, any and all other Persons that control, are controlled by, or are under common control with, such Person. For purposes of the foregoing, "control" of a Person shall mean direct or indirect ownership of 50% or more of the securities or other interests of such Person having by their terms ordinary voting power to elect or appoint a majority of the board of directors or others performing similar functions with respect to such Person.

(b) **"Acquisition"** means the Acquisition, at the Closing, of the Company by Purchaser pursuant to this Agreement;

(c) " **Acquisition Shares** " means the 33,733,333 shares of common stock of the Purchaser to be issued to the Sellers at Closing pursuant to the terms of the Acquisition;

(d) **"Business Day"** shall mean any day other than Saturday, Sunday and any day on which banking institutions in the United States are authorized by law or other governmental action to close;

(e) " **Closing Date** " means the day on which all conditions precedent to the completion of the transactions contemplated hereby have been satisfied or waived;

(f) **"Claim Notice"** means written notification pursuant to Section 9.3 of a Third Party Claim as to which indemnity under Section 9.1 is sought by an Indemnified Party.

(g) **"Code"** means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(h) **"Contract"** shall mean an agreement, written or oral, between the Company and any other Person which obligates either the Company or such other Person to do or not to do a particular thing.

(i) **"Election Notice"** means a written notice provided by the Sellers or Purchaser, as the case may be, in respect of a Tax Claim to the effect that it elects to contest, and to control the defense or prosecution of, such Tax Claim as provided in this Agreement.

(j) **"ERISA"** shall mean the Employee Retirement Income Security Act of 1974, as amended.

(k) **"ERISA Affiliate"** shall mean any entity that would be deemed to be a "single employer" with the Company under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA.

(l) **"Environmental Liabilities"** means any cost, damages, expense, liability, obligation, or other responsibility arising from or under (a) any Environmental Law and consisting of or relating to (i) any environmental matters or conditions (including on-site or off-site contamination and environmental regulation of chemical substances or products); (ii) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, out-of-pocket damages and necessary and required response, investigative, remedial, or inspection costs and expenses arising under Environmental Law; (iii) financial responsibility under Environmental Law for clean-up costs or corrective action, including any necessary and required investigation, clean-up, removal, containment, or other remediation or response actions required by Environmental Law and for any natural resource damages; or (iv) any other compliance, corrective, investigative, or remedial measures required under Environmental Law; or (b) any common law causes of action, including, but not limited to, negligence, trespass or nuisance, based on violation by the Company of Environmental Laws, releases by the Company of Hazardous Materials or actions or omissions by the Company that expose others to Hazardous Materials. The terms "removal," "remedial," "response action", and "release" shall have the meanings provided for such terms under, and shall include the types of activities covered by, the United States Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended ("CERCLA").

(m) **"Environmental Laws"** shall mean all federal, state and local Laws relating to public health, or to pollution or protection of the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) including, without limitation, the Clean Air Act, as amended, CERCLA, the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), the Toxic Substances Control Act, the Federal Water Pollution Control Act, as amended, the Safe Drinking Water Act, as amended, the Hazardous Materials Transportation Act, as amended, the Oil Pollution Act of 1990, any state Laws implementing the foregoing federal Laws, and all other Laws relating to or regulating (i) emissions, discharges, releases, or cleanup of pollutants, contaminants, chemicals, polychlorinated biphenyls (PCB's), oil and gas exploration and production wastes, brine, solid wastes, or toxic or Hazardous Materials or wastes (collectively, the "Polluting Substances"), (ii) the generation, processing, distribution, use, treatment, handling, storage, disposal, or transportation of Polluting Substances, or (iii) environmental conservation or protection. References in this Agreement to Environmental Laws existing or in effect as of a particular date shall include written administrative interpretations and policies then existing or in effect.

(n) **"Environmental Permit"** means any federal, state, local, provincial, or foreign permits, licenses, approvals, consent or authorizations required by any Governmental or Regulatory Authority under or in connection with any Environmental Law and includes any and all orders, consent orders or binding agreements issued or entered into by a Governmental or Regulatory Authority under any applicable Environmental Law.

(o) **"Governmental or Regulatory Authority"** shall mean any federal, state, regional, municipal or local court, legislative, executive, Native American or regulatory authority or agency, board, commission, department or subdivision thereof.

(p) **"Hazardous Activity"** means the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, release, storage, transfer, transportation, treatment, or use (including any withdrawal or other use of groundwater) of Hazardous Materials in, on, under, about, or from the Company's facilities or any part thereof into the environment.

(q) **"Hazardous Materials"** means (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is, or that is likely to become, friable, urea formaldehyde foam insulation and transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs), or (ii) any chemicals, materials, substances or wastes which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants" or words of similar import, under any applicable Environmental Law.

(r) **"Indemnified Party"** means any Person entitled to indemnification under any provision of Article 9.

(s) **"Indemnifying Party"** means any Person obligated to provide indemnification under any provision of Article 9.

(t) **"Law"** shall mean any federal, state, county, or local laws, statutes, regulations, rules, codes, ordinances, orders, decrees, judgments or injunctions enacted, adopted, issued or promulgated by any Governmental or Regulatory Authority, from time to time.

(u) **"Lien"** shall mean any mortgage, deed of trust, pledge, lien, claim, security interest, covenant, restriction, easement, preemptive right, or any other encumbrance or charge of any kind.

(v) **"Material Contract"** shall have the meaning set forth in Section 4.14.

(w) **"Material Adverse Effect"** shall mean any material adverse effect on the business or financial condition of the Company;

(x) **"Order"** shall mean any writ, judgment, decree, injunction or similar order of any Governmental or Regulatory Authority (in each such case whether preliminary or final).

(y) " **Place of Closing** " means the offices of Synergen Law Group, Chula Vista, California, or such other place as Purchaser and the Sellers may mutually agree upon;

(z) **"Permitted Lien"** shall mean: (a) liens created under any Lease, except any lien arising as a result of any failure to timely make any payment or failure to perform any other obligation or other default under such Lease; (b) liens for Taxes that are not yet due and payable or that are being contested in good faith by appropriate proceedings; (c) mechanics, materialmen's, landlords', carriers', warehousemen's, and other liens imposed by law incurred in the ordinary course of business; (d) zoning restrictions, land use regulations, declarations, reservations, provisions, covenants, conditions, waivers, restrictions on the use of property and third party easements, rights of way, leases or similar matters that are recorded in the county records where the effected property is located and do not prohibit the use of the property as currently used; (e) the absence of executed rights of way or easements, or a defect in any executed right of way or easement, where such rights have been or can be otherwise obtained through a proceeding under prescription or other operation of law; (f) deposits or pledges to secure obligations under worker's compensation, social security or similar laws, or under unemployment insurance; (g) deposits or pledges to secure bids, tenders, contracts (other than contracts for the payment of money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of like nature arising in the ordinary course of the Company's business and made, created or arising prior to the Closing Date; (h) leases or subleases granted by or to others; and (i) precautionary Uniform Commercial Code financing statements regarding operating leases which leases are either disclosed pursuant to Article 3 hereof or no longer in effect.

(aa) **"Person"** shall mean an individual, partnership, joint venture, trust, corporation, limited liability company or other legal entity or Governmental or Regulatory Authority.

(bb) **"Post-Closing Period"** means any taxable period or portion thereof beginning after the Closing Date. If a taxable period begins on or before the Closing Date and ends after the Closing Date, then the portion of the taxable period that begins on the day following the Closing Date shall constitute a Post-Closing Period.

(cc) **"Pre-Closing Period"** means any taxable period or portion thereof that is not a Post-Closing Period.

(dd) **"Purchaser Material Adverse Effect"** shall mean any material adverse effect on the business or financial condition of the Purchaser;

(ee) **"Remedial Action"** shall mean any removal, remediation, response, clean up or other corrective action to respond to, remove or otherwise address any Environmental Liability.

(ff) " **Shares** " means all of the issued and outstanding shares of common stock of the Company as defined in Section 3.3.

(gg) **"Taxes"** shall mean any and all taxes, charges, fees, levies or other assessments, including, without limitation, all net income, gross income, gross receipts, excise, stamp, real or personal property, ad valorem, withholding, estimated, social security, unemployment, occupation, use, sales, service, service use, license, net worth, payroll, franchise, severance, transfer, recording or other taxes, assessments or charges imposed by any Governmental or Regulatory Authority, whether computed on a separate, consolidated, unitary, combined or other basis, and in each case such term shall include any interest, penalties, or additions to tax attributable thereto.

(hh) **"Tax Return"** shall mean any return, report or similar statement required to be filed with respect to any Tax (including any attached schedules), including, without limitation, any information return, claim for refund, amended return or declaration of estimated Tax and including any return of an affiliated, combined or unitary group.

Any other terms defined within the text of this Agreement will have the meanings so ascribed to them.

1.2 Captions and Section Numbers . The headings and section references in this Agreement are for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.

1.3 Section References and Schedules . Any reference to a particular "Article", "Section", "paragraph", "clause" or other subdivision is to the particular Article, section, clause or other subdivision of this Agreement and any reference to a Schedule by number will mean the appropriate Schedule attached to this Agreement and by such reference the appropriate Schedule is incorporated into and made part of this Agreement.

1.4 Severability of Clauses . If any part of this Agreement is declared or held to be invalid for any reason, such invalidity will not affect the validity of the remainder which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion, and it is hereby declared the intention of the parties that this Agreement would have

been executed without reference to any portion which may, for any reason, be hereafter declared or held to be invalid.

ARTICLE 2.
THE ACQUISITION

2.1 The Acquisition . Subject to the terms and conditions set forth in this Agreement and in reliance on the representations, warranties, covenants and conditions herein contained, the Sellers hereby agree to sell, assign and deliver to Purchaser the Shares in exchange for the Acquisition Shares on the Closing Date and to transfer to Purchaser on the Closing Date a 100% undivided interest in and to the Shares free from all liens, mortgages, charges, pledges, encumbrances or other burdens (other than those that may arise under federal or state securities laws restricting the right to sell or transfer the Shares) with all rights now or thereafter attached thereto.

2.2 Purchase Price; Allocation . The purchase price for the purchase of the Shares shall be the Acquisition Shares allocated on the basis of 1:1 Acquisition Share for each 33,733,333 Share held by Sellers in accordance with Exhibit A attached hereto.

2.3 Adherence with Applicable Securities Laws . Each of the Sellers agrees that he is acquiring the Acquisition Shares for investment purposes and will not offer, sell or otherwise transfer, pledge or hypothecate any of the Acquisition Shares issued to him (other than pursuant to an effective Registration Statement under the Securities Act of 1933, as amended (the "Securities Act") directly or indirectly unless:

(a) the sale is to Purchaser;

(b) the sale is made pursuant to the exemption from registration under the Securities Act , provided by Rule 144 thereunder; or

(c) the Acquisition Shares are sold in a transaction that does not require registration under the Securities Act or any applicable United States state laws and regulations governing the offer and sale of securities, and the vendor has furnished to Purchaser an opinion of counsel to that effect or such other written opinion as may be reasonably required by Purchaser.

The Sellers acknowledge that the certificates representing the Acquisition Shares shall bear the following legend:

> NO SALE, OFFER TO SELL, OR TRANSFER OF THE SHARES REPRESENTED BY THIS CERTIFICATE SHALL BE MADE UNLESS A REGISTRATION STATEMENT UNDER THE FEDERAL SECURITIES ACT OF 1933, AS AMENDED, IN RESPECT OF SUCH SHARES IS THEN IN EFFECT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SAID ACT IS THEN IN FACT APPLICABLE TO SAID SHARES.

2.4 Closing . The parties hereto shall use their best efforts to close the transactions contemplated by this Agreement by April 19, 2013 (the "Closing"). In the event the Closing has not occurred by April 19, 2013, either party may cancel this Agreement; provided that the delay in Closing shall not be due to the actions or inactions of the party seeking such cancellation.

2.5 Cancellation of Purchaser Common Stock. Immediately after the Closing, Haisam Hamie shall cause 4,000,000 shares of the Purchaser's Common Stock, being 100% of the common stock held by him, to be irrevocably cancelled.

ARTICLE 3.
REPESENTATIONS AND WARRANTIES OF THE COMPANY AND SELLERS

The Company and Sellers hereby jointly and severally represent and warrant to Purchaser, that:

3.1 Organization, Standing and Power . The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and corporate authority to (i) own, lease and operate its properties, (ii) carry on the business as currently conducted by it. There are no states or jurisdictions in which the character and location of any of the properties owned or leased by the Company, or the conduct of the Company's business makes it necessary for the Company to qualify to do business as a foreign corporation, except for those jurisdictions in which the failure to so qualify would not have a Material Adverse Effect on the business or operations of the Company.

3.2 Authorization of Agreement. Each Seller has all requisite power, authority and legal capacity to execute and deliver this Agreement, and each other agreement, document, or instrument or certificate contemplated by this Agreement or to be executed by such Seller in connection with the consummation of the transactions contemplated by this Agreement (together with this Agreement, the "Seller Documents"), and to consummate the transactions contemplated hereby and thereby. This Agreement has been, and each of the Seller Documents will be at or prior to the Closing, duly and validly executed and delivered by each Seller and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each of the Seller Documents when so executed and delivered will constitute, legal, valid and binding obligations of each Seller, enforceable against each Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.3 Capitalization . The authorized capital stock of the Company consists of 50,000,000 shares of common stock, no par value, 33,733,333 shares of which are issued and outstanding (the "Shares"). All of the Shares are duly authorized, validly issued, fully paid and nonassessable.

3.4 Corporate Records.

(a) The Sellers have delivered to the Purchaser true, correct and complete copies of the certificate of incorporation (certified by the Secretary of State or other appropriate official of the applicable jurisdiction of organization) and by-laws (certified by the secretary, assistant secretary or other appropriate officer) or comparable organizational documents of the Company.

(b) The minute books of the Company previously made available to the Purchaser contain complete and accurate records of all meetings and accurately reflect all other corporate action of the stockholders and board of directors (including committees thereof) of the Company. The stock certificate books and stock transfer ledgers of the Company previously made available to the Purchaser are true, correct and complete. All stock transfer taxes levied or payable with respect to all transfers of shares of the Company prior to the date hereof have been paid and appropriate transfer tax stamps affixed.

3.5 Conflicts; Consents of Third Parties .

(a) None of the execution and delivery by any Seller of this Agreement and the Seller Documents, the consummation of the transactions contemplated hereby or thereby, or compliance by any Seller with any of the provisions hereof or thereof will (i) conflict with, or result in the breach of, any provision of the articles of incorporation or by-laws or comparable organizational documents of the Company; (ii) conflict with, violate, result in the breach or termination of, or constitute a default under any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which the Company is a party or by which any of them or any of their respective properties or assets is bound; (iii) violate any statute, rule, regulation, order or decree of any governmental body or authority by which the Company is bound; or (iv) result in the creation of any Lien upon the properties or assets of the Company or any Subsidiary except, in case of clauses (ii), (iii) and (iv), for such violations, breaches or defaults as would not, individually or in the aggregate, have a Material Adverse Effect.

(b) No consent, waiver, approval, Order, permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental or Regulatory Authority is required on the part of any Seller, the Company in connection with the execution and delivery of this Agreement or the Seller Documents, or the compliance by each Seller or the Company as the case may be, with any of the provisions hereof or thereof.

3.6 Ownership and Transfer of Shares . Each Seller is the record and beneficial owner of the Shares indicated as being owned by such Seller on Exhibit A, free and clear of any and all Liens. Each Seller has the power and authority to sell, transfer, assign and deliver such Shares as provided in this Agreement, and such delivery will convey to the Purchaser good and marketable title to such Shares, free and clear of any and all Liens.

3.7 No Undisclosed Liabilities . Except as set forth on Schedule 3.9, the Company has no indebtedness, obligations or liabilities of any kind (whether accrued, absolute, contingent or otherwise, and whether due or to become due).

3.8 Taxes . The Company has filed all applicable Tax Returns.

3.9 Investors . Each of the Sellers represents and warrants to Purchaser the following:

(a) Seller has good, valid and marketable title to his/her/its Shares and that such Seller is not affected by any voting trust, agreement or arrangement affecting the voting rights of such Shares.

(b) Seller is an "accredited investor," as such term is defined in Regulation D under the Securities Act and that such Seller is acquiring Acquisition Shares for investment purposes, and not with a view to selling or otherwise distributing such Acquisition Shares in violation of the Securities Act or the securities laws of any state.

(c) Sellers have had an opportunity to ask and receive answers to any questions such Seller may have had concerning the terms and conditions of this Agreement and the Acquisition Shares and has obtained any additional information that such Seller has requested.

ARTICLE 4.
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to the Sellers, that:

4.1 Organization and Good Standing . The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, with full corporate power and corporate authority to (i) own, lease and operate its properties, (ii) carry on the business as currently conducted by it. There are no states or jurisdictions in which the character and location of any of the properties owned or leased by the Purchaser, or the conduct of the Purchaser's business makes it necessary for the Purchaser to qualify to do business as a foreign corporation, except for those jurisdictions in which the failure to so qualify would not have a Material Adverse Effect on the business or operations of the Purchaser.

4.2 Authorization of Agreement . The Purchaser has full corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by the Purchaser in connection with the consummation of the transactions contemplated hereby and thereby (the "Purchaser Documents"), and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Purchaser of this Agreement and each Purchaser Document have been duly authorized by all necessary corporate action on behalf of the Purchaser. This Agreement has been, and each Purchaser Document will be at or prior to the Closing, duly executed and delivered by the Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each Purchaser Document when so executed and delivered will constitute, legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

4.3 Capitalization . The authorized capital stock of the Purchaser consists of: 100,000,000 shares of common stock, $0.00001 par value per share, 6,200,000 shares of which are issued and outstanding, and 100,000,000 shares of preferred stock, $0.00001 par value per share, no shares of which are issued and outstanding. All of the issued and outstanding shares of the Purchaser are duly authorized, validly issued, fully paid and nonassessable. Schedule 4.3 sets forth a true and complete list of the holders of all outstanding shares of the Purchaser as of April 19, 2013, and the holders of all outstanding options and warrants issued by the Purchaser, which shares, options and warrants are held by them in the amounts set forth on Schedule 4.3 . Except as contemplated by this Agreement and except as set forth on Schedule 4.3 , there are no options, warrants or other rights, agreements, arrangements or commitments of any character relating to the issued or unissued capital stock of the Purchaser or obligating the Purchaser to issue or sell any shares of capital stock of or other equity interests in the Purchaser. There is no personal liability, and there are no preemptive rights with regard to the capital stock of the Purchaser, and no right-of-first refusal or similar catch-up rights with regard to such capital stock. Except as set forth on Schedule 4.3 and except for the transactions contemplated by this Agreement, there are no outstanding contractual obligations or other commitments or arrangements of the Purchaser to (A) repurchase, redeem or otherwise acquire any shares of the Shares (or any interest therein) or (B) to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any other entity, or (C) issue or distribute to any person any capital stock of the Purchaser, or (D) issue or distribute to holders of any of the capital stock of the Purchaser any evidences of indebtedness or assets of the Purchaser. All of the outstanding securities of the Purchaser have been issued and sold by the Purchaser in full compliance in all material respects with applicable federal and state securities laws.

4.4 Subsidiaries . Except as set forth on Schedule 4.4 , Purchaser has no subsidiaries.

4.5 Corporate Records .

(a) The Purchaser has delivered to the Sellers true, correct and complete copies of the articles of incorporation (each certified by the Secretary of State or other appropriate official of the applicable jurisdiction of organization) and by-laws (each certified by the secretary, assistant secretary or other appropriate officer) or comparable organizational documents of the Purchaser.

(b) The minute books of the Purchaser previously made available to the Sellers contain complete and accurate records of all meetings and accurately reflect all other corporate action of the stockholders and board of directors (including committees thereof) of the Purchaser to the best of the Purchaser's knowledge. The stock certificate books and stock transfer ledgers of the Purchaser previously made available to the Sellers are true, correct and complete. All stock transfer taxes levied or payable with respect to all transfers of shares of the Purchaser prior to the date hereof have been paid and appropriate transfer tax stamps affixed to the best of the Purchaser's knowledge.

4.6 Conflicts; Consents of Third Parties .

(a) None of the execution and delivery by Purchaser of this Agreement and the Purchaser Documents, the consummation of the transactions contemplated hereby or thereby, or compliance by Purchaser with any of the provisions hereof or thereof will (i) conflict with, or result in the breach of, any provision of the articles of

incorporation or by-laws or comparable organizational documents of the Purchaser; (ii) conflict with, violate, result in the breach or termination of, or constitute a default under any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which the Purchaser is a party or by which any of them or any of their respective properties or assets is bound; (iii) violate any statute, rule, regulation, order or decree of any governmental body or authority by which the Purchaser is bound; or (iv) result in the creation of any Lien upon the properties or assets of the Purchaser except, in case of clauses (ii), (iii) and (iv), for such violations, breaches or defaults as would not, individually or in the aggregate, have a Material Adverse Effect.

(b) No consent, waiver, approval, Order, permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental or Regulatory Authority is required on the part of Purchaser in connection with the execution and delivery of this Agreement or the Purchaser Documents, or the compliance by Purchaser with any of the provisions hereof or thereof.

4.7 Financial Statements .

(a) The Purchaser has delivered to Sellers copies of the audited balance sheets of the Purchaser as at July 31, 2012 and 2011 and the related audited statements of income and of cash flows of the Purchaser for the years then ended (the “Financial Statements”). Each of the Financial Statements is complete and correct in all material respects, has been prepared in accordance with GAAP (subject to normal year-end adjustments in the case of the unaudited statements) and in conformity with the practices consistently applied by the Purchaser without modification of the accounting principles used in the preparation thereof and presents fairly the financial position, results of operations and cash flows of the Purchaser as at the dates and for the periods indicated.

(b) For the purposes hereof, the audited balance sheet of the Purchaser as at July 31, 2012 is referred to as the "Balance Sheet" and July 31, 2012 is referred to as the “Balance Sheet Date”.

4.8 No Undisclosed Liabilities . Purchaser has no indebtedness, obligations or liabilities of any kind (whether accrued, absolute, contingent or otherwise, and whether due or to become due) that would have been required to be reflected in, reserved against or otherwise described on the Balance Sheet or in the notes thereto in accordance with GAAP which was not fully reflected in, reserved against or otherwise described in the Balance Sheet or the notes thereto or was not incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date.

4.9 Absence of Certain Developments . Except as expressly contemplated by this Agreement or as set forth on Schedule 4.9 , since the Balance Sheet Date:

(i) there has not been any material adverse change nor has there occurred any event which is reasonably likely to result in a material adverse change;

(ii) there has not been any damage, destruction or loss, whether or not covered by insurance, with respect to the property and assets of the Purchaser having a replacement cost of more than $25,000 for any single loss or $100,000 for all such losses;

(iii) there has not been any declaration, setting aside or payment of any dividend or other distribution in respect of any shares of capital stock of the Purchaser or any repurchase, redemption or other acquisition by the Purchaser of any outstanding shares of capital stock or other securities of, or other ownership interest in, the Purchaser;

(iv) the Purchaser has not awarded or paid any bonuses to employees of the Purchaser with respect to the fiscal year ended July 31, 2012, except to the extent accrued on the Balance Sheet or entered into any employment, deferred compensation, severance or similar agreement (nor amended any such agreement) or agreed to increase the compensation payable or to become payable by it to any of the Purchaser's directors, officers, employees, agents or representatives or agreed to increase the coverage or benefits available under any severance pay, termination pay, vacation pay, company awards, salary continuation for disability, sick leave, deferred compensation, bonus or other incentive compensation, insurance, pension or other employee benefit plan, payment or arrangement made to, for or with such directors, officers, employees, agents or representatives (other than normal increases in the ordinary course of business consistent with past practice and that in the aggregate have not resulted in a material increase in the benefits or compensation expense of the Purchaser);

(v) there has not been any change by the Purchaser in accounting or Tax reporting principles, methods or policies;

(vi) the Purchaser has not entered into any transaction or Contract or conducted its business other than in the ordinary course consistent with past practice;

(vii) the Purchaser has not made any loans, advances or capital contributions to, or investments in, any Person or paid any fees or expenses to any Seller or any Affiliate of any Seller;

(viii) the Purchaser has not mortgaged, pledged or subjected to any Lien, any of its assets, or acquired any assets or sold, assigned, transferred, conveyed, leased or otherwise disposed of any assets of the Purchaser, except for assets acquired or sold, assigned, transferred, conveyed, leased or otherwise disposed of in the ordinary course of business consistent with past practice;

(ix) the Purchaser has not discharged or satisfied any Lien, or paid any obligation or liability (fixed or contingent), except in the ordinary course of business consistent with past practice and which, in the aggregate, would not be material to the Purchaser;

(x) the Purchaser has not canceled or compromised any debt or claim or amended, canceled, terminated, relinquished, waived or released any Contract or right except in the ordinary course of business consistent with past practice and which, in the aggregate, would not be material to the Purchaser;

(xi) the Purchaser has not made or committed to make any capital expenditures or capital additions or betterments in excess of $25,000 individually or $100,000 in the aggregate;

(xii) the Purchaser has not instituted or settled any material legal proceeding; and

(xiii) the Purchaser has not agreed to do anything set forth in this Section 4.9.

4.10 Taxes .

(a) Except as set forth on Schedule 4.10 , (A) all Tax Returns required to be filed by or on behalf of the Purchaser have been filed with the appropriate taxing authorities in all jurisdictions in which such Tax Returns are required to be filed (after giving effect to any valid extensions of time in which to make such filings), and all such Tax Returns were true, complete and correct in all material respects; (B) all Taxes payable by or on behalf of the Purchaser or in respect of its income, assets or operations have been fully and timely paid, and (C) the Purchaser has not executed or filed with the IRS or any other taxing authority any agreement, waiver or other document or arrangement extending or having the effect of extending the period for assessment or collection of Taxes (including, but not limited to, any applicable statute of limitation), and no power of attorney with respect to any Tax matter is currently in force.

(b) The Purchaser has complied in all material respects with all applicable laws, rules and regulations relating to the payment and withholding of Taxes and has duly and timely withheld from employee salaries, wages and other compensation and has paid over to the appropriate taxing authorities all amounts required to be so withheld and paid over for all periods under all applicable laws.

(c) The Sellers have received complete copies of (A) all federal, state, local and foreign income or franchise Tax Returns of the Purchaser relating to the taxable periods since 2001, if applicable and (B) any audit report issued within the last three years relating to Taxes due from or with respect to the Purchaser its income, assets or operations.

(d) Schedule 4.10 lists all material types of Taxes paid and material types of Tax Returns filed by or on behalf of the Purchaser. Except as set forth on Schedule 4.10 and to the best of the Purchaser's knowledge , no claim has been made by a taxing authority in a jurisdiction where the Purchaser does not file Tax Returns such that it is or may be subject to taxation by that jurisdiction.

(e) Except as set forth on Schedule 4.10 , all deficiencies asserted or assessments made as a result of any examinations by the IRS or any other taxing authority of the Tax Returns of or covering or including the Purchaser have been fully paid, and there are no other audits or investigations by any taxing authority in progress, nor have the Sellers or the Purchaser received any notice from any taxing authority that it intends to conduct such an audit or investigation. No issue has been raised by a federal, state, local or foreign taxing authority in any current or prior examination which, by application of the same or similar principles, could reasonably be expected to result in a proposed deficiency for any subsequent taxable period.

(f) Except as set forth on Schedule 4.10 , neither the Purchaser nor any other Person (including any of the Sellers) on behalf of the Purchaser has (A) filed a consent pursuant to Section 341 (f) of the Code or agreed to have Section 341(f)(2) of the Code apply to any disposition of a subsection (f) asset (as such term is defined in Section 341(f)(4) of the Code) owned by the Purchaser, (B) agreed to or is required to make any adjustments pursuant to Section 481(a) of the Code or any similar provision of state, local or foreign law by reason of a change in accounting method initiated by the Purchaser or has any knowledge that the Internal Revenue Service has proposed any such adjustment or change in accounting method, or has any application pending with any taxing authority requesting permission for any changes in accounting methods that relate to the business or operations of the Purchaser, (C) executed or entered into a closing agreement pursuant to Section 7121 of the Code or any predecessor provision thereof or any similar provision of state, local or foreign law with respect to the Purchaser, or (D) requested any extension of time within which to file any Tax Return, which Tax Return has since not been filed.

(g) No property owned by the Purchaser is (i) property required to be treated as being owned by another Person pursuant to the provisions of Section 168(f)(8) of the Internal Revenue Code of 1954, as amended and in effect immediately prior to the enactment of the Tax Reform Act of 1986, (ii) constitutes "tax-exempt use property" within the meaning of Section 168(h)(1) of the Code or (iii) is "tax-exempt bond financed property" within the meaning of Section 168(g) of the Code.

(h) The Purchaser is not a foreign person within the meaning of Section 1445 of the Code.

(i) The Purchaser is not a party to any tax sharing or similar agreement or arrangement (whether or not written) pursuant to which it will have any obligation to make any payments after the Closing.

(j) There is no contract, agreement, plan or arrangement covering any person that, individually or collectively, could give rise to the payment of any amount that would not be deductible by the Company, its Affiliates or their respective affiliates by reason of Section 280G of the Code, or would constitute compensation in excess of the limitation set forth in Section 162(m) of the Code.

(k) The Purchaser is not subject to any private letter ruling of the IRS or comparable rulings of other taxing authorities.

(l) Except as set forth on Schedule 4.10, there are no liens as a result of any unpaid Taxes upon any of the assets of the Purchaser.

(m) Except as set forth on Schedule 4.10 , the Purchaser has no elections in effect for federal income tax purposes under Sections 108, 168, 338, 441, 463, 472, 1017, 1033 or 4977 of the code.

4.11 Real Property .

(a) Schedule 4.11(a) sets forth a complete list of (i) all real property and interests in real property owned in fee by the Purchaser (individually, an "Owned Property" and collectively, the "Owned Properties"), and (ii) all real property and interests in real property leased by the Purchaser (individually, a "Real Property Lease" and the real properties specified in such leases, together with the Owned Properties, being referred to herein individually as a "Purchaser Property" and collectively as the "Purchaser Properties") as lessee or lessor. The Purchaser has good and marketable fee title to all Owned Property, free and clear of all Liens of any nature whatsoever except (A) Liens set forth on Schedule 4.11(a) and (B) Permitted Liens. The Purchaser Property constitutes all interests in real property currently used or currently held for use in connection with the business of the Purchaser and which are necessary for the continued operation of the business of the Purchaser as the business is currently conducted. The Purchaser has a valid and enforceable leasehold interest under each of the Real Property Leases, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity), and the Purchaser has not received any written notice of any default or event that with notice or lapse of time, or both, would constitute a default by the Purchaser under any of the Real Property Leases. All of the Purchaser Property, buildings, fixtures and improvements thereon owned or leased by the Purchaser are in good operating condition and repair (subject to normal wear and tear). The Purchaser has delivered or otherwise made available to the Sellers, correct and complete copies of (i) all deeds, title reports and surveys for the Owned Properties and (ii) the Real Property Leases, together with all amendments, modifications or supplements, if any, thereto.

(b) The Purchaser has all material certificates of occupancy and permits of any Governmental or Regulatory Authority necessary or useful for the current use and operation of each Purchaser Property, and the Purchaser has fully complied with all material conditions of the permits applicable to them. No default or violation, or event that with the lapse of time or giving of notice or both would become a default or violation, has occurred in the due observance of any permit.

(c) There does not exist any actual or, to the best knowledge of the Purchaser, threatened or contemplated condemnation or eminent domain proceedings that affect any Purchaser Property or any part thereof, and Purchaser has not received any notice, oral or written, of the intention of any Governmental or Regulatory Authority or other Person to take or use all or any part thereof.

(d) The Purchaser has not received any written notice from any insurance company that has issued a policy with respect to any Purchaser Property requiring performance of any structural or other repairs or alterations to such Purchaser Property.

(e) The Purchaser does not own or hold, and is not obligated under or a party to, any option, right of first refusal or other Contractual right to purchase, acquire, sell, assign or dispose of any real estate or any portion thereof or interest therein.

4.12 Tangible Personal Property .

(a) Schedule 4.12(a) sets forth all leases of personal property ("Personal Property Leases") involving annual payments in excess of $25,000 relating to personal property used in the business of the Purchaser or to which the Purchaser is a party or by which the properties or assets of the Purchaser is bound. The Purchaser has delivered or otherwise made available to the Sellers true, correct and complete copies of the Personal Property Leases, together with all amendments, modifications or supplements thereto.

(b) The Purchaser has a valid leasehold interest under each of the Personal Property Leases under which it is a lessee, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity), and there is no default under any Personal Property Lease by the Purchaser or, to the best knowledge of the Purchaser, by any other party thereto, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a default thereunder.

(c) The Purchaser has good and marketable title to all of the items of tangible personal property reflected in the Balance Sheet (except as sold or disposed of subsequent to the date thereof in the ordinary course of business consistent with past practice), free and clear of any and all Liens other than the Permitted Liens. All such items of tangible personal property which, individually or in the aggregate, are material to the operation of the business of the Purchaser are in good condition and in a state of good maintenance and repair (ordinary wear and tear excepted) and are suitable for the purposes used.

(d) All of the items of tangible personal property used by the Purchaser under the Personal Property Leases are in good condition and repair (ordinary wear and tear excepted) and are suitable for the purposes used.

4.13 Intangible Property . Schedule 4.13 contains a complete and correct list of each patent, trademark, trade name, service mark and copyright owned or used by Purchaser as well as all registrations thereof and pending applications therefor, and each license or other agreement relating thereto. Except as set forth on Schedule 4.13 , each of the foregoing is owned by the party shown on such Schedule as owning the same, free and clear of all mortgages, claims, liens, security interests, charges and encumbrances and is in good standing and not the subject of any challenge. There have been no claims made and the Purchaser has not received any notice or otherwise knows or has reason to believe that any of the foregoing is invalid or conflicts with the asserted rights of others. The Purchaser possesses all patents, patent licenses, trade names, trademarks, service marks, brand marks, brand names, copyrights, know-how, formulate and other proprietary and trade rights necessary for the conduct of its business as now conducted, not subject to any restrictions and without any known conflict with the rights of others and the Purchaser has not forfeited or otherwise relinquished any such patent, patent license, trade name, trademark, service mark, brand mark, brand name, copyright, know-how, formulate or other proprietary right necessary for the conduct of its business as conducted on the date hereof. The Purchaser is not under any obligation to pay any royalties or similar payments in connection with any license to any Seller or any affiliate thereof.

4.14 Material Contracts . Schedule 4.14 sets forth all of the following Contracts to which the Purchaser is a party or by which it is bound (collectively, the "Material Contracts"): (i) Contracts with any the Seller or any current officer or director of the Purchaser; (ii) Contracts with any labor union or association representing any employee of the Purchaser; (iii) Contracts pursuant to which any party is required to purchase or sell a stated portion of its requirements or output from or to another party; (iv) Contracts for the sale of any of the assets of the Purchaser other than in the ordinary course of business or for the grant to any person of any preferential rights to purchase any of its assets; (v) joint venture agreements; (vi) Material Contracts containing covenants of the Purchaser not to compete in any line of business or with any person in any geographical area or covenants of any other person not to compete with the Purchaser in any line of business or in any geographical area; (vii) Contracts relating to the acquisition by the Purchaser of any operating business or the capital stock of any other person; (viii) Contracts relating to the borrowing of money; or (ix) any other Contracts, other than Real Property Leases, which involve the expenditure of more than $100,000 in the aggregate or $25,000 annually or require performance by any party more than one year from the date hereof. There have been made available to the Sellers and their representatives true and complete copies of all of the Material Contracts. Except as set forth on Schedule 4.14 , all of the Material Contracts and other agreements are in full force and effect and are the legal, valid and binding obligation of the Purchaser, enforceable against them in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). Except as set forth on Schedule 4.14 , the Purchaser is not in default in any material respect under any Material Contracts, nor, to the knowledge of Purchaser, is any other party to any Material Contract in default thereunder in any material respect.

4.15 Employee Benefits .

(a) Schedule 4.15(a) sets forth a complete and correct list of (i) all "employee benefit plans", as defined in Section 3(3) ERISA, and any other pension plans or employee benefit arrangements, programs or payroll practices (including, without limitation, severance pay, vacation pay, company awards, salary continuation for disability, sick leave, retirement, deferred compensation, bonus or other incentive compensation, stock purchase arrangements or policies, hospitalization, medical insurance, life insurance and scholarship programs) maintained by the Purchaser or to which the Purchaser contributes or is obligated to contribute thereunder with respect to employees of the Purchaser ("Employee Benefit Plans") and (ii) all "employee pension plans", as defined in Section 3(2) of ERISA, maintained by the Purchaser or any trade or business (whether or not incorporated) which are under control, or which are treated as a single employer, with Purchaser as an ERISA Affiliate or to which the Purchaser or any ERISA Affiliate contributed or is obligated to contribute thereunder ("Pension Plans"). Schedule 4.15(a) clearly identifies, in separate categories, Employee Benefit Plans or Pension Plans that are (i) subject to Section 4063 and 4064 of ERISA ("Multiple Employer Plans"), (ii) multiemployer plans (as defined in Section 4001(a)(3) of ERISA) ("Multiemployer Plans") or (iii) "benefit plans", within the meaning of Section 5000(b)(1) of the Code providing continuing benefits after the termination of employment (other than as required by Section 4980B of the Code or Part 6 of Title I of ERISA and at the former employee's or his beneficiary's sole expense).

(b) Each of the Employee Benefit Plans and Pension Plans intended to qualify under Section 401 of the Code ("Qualified Plans") so qualify and the trusts maintained thereto are exempt from federal income taxation under Section 501 of the Code, and, except as disclosed on Schedule 4.15(b) , nothing has occurred with respect to the operation of any such plan which could cause the loss of such qualification or exemption or the imposition of any liability, penalty or tax under ERISA or the Code.

(c) All contributions and premiums required by law or by the terms of any Employee Benefit Plan or Pension Plan which are defined benefit plans or money purchase plans or any agreement relating thereto have been timely made (without regard to any waivers granted with respect thereto) to any funds or trusts established thereunder or in connection therewith, and no accumulated funding deficiencies exist in any of such plans subject to Section 412 of the Code.

(d) The benefit liabilities, as defined in Section 4001(a)(16) of ERISA, of each of the Employee Benefit Plans and Pension Plans subject to Title IV of ERISA using the actuarial assumptions that would be used by the Pension Benefit Guaranty Corporation (the "PBGC") in the event it terminated each such plan do not exceed the fair market value of the assets of each such plan. The liabilities of each Employee Benefit Plan that has been terminated or otherwise wound up, have been fully discharged in full compliance with applicable Law.

(e) There has been no "reportable event" as that term is defined in Section 4043 of ERISA and the regulations thereunder with respect to any of the Employee Benefit Plans or Pension Plans subject to Title IV of ERISA which would require the giving of notice, or any event requiring notice to be provided under Section 4041(c)(3)(C) or 4063(a) of ERISA.

(f) There has been no violation of ERISA with respect to the filing of applicable returns, reports, documents and notices regarding any of the Employee Benefit Plans or Pension Plans with the Secretary of Labor or the Secretary of the Treasury or the furnishing of such notices or documents to the participants or beneficiaries of the Employee Benefit Plans or Pension Plans.

(g) True, correct and complete copies of the following documents, with respect to each of the Employee Benefit Plans and Pension Plans (as applicable), have been delivered to the Sellers (A) any plans and related trust documents, and all amendments thereto, (B) the most recent Forms 5500 for the past three years and schedules thereto, (C) the most recent financial statements and actuarial valuations for the past three years, (D) the most recent Internal Revenue Service determination letter, (E) the most recent summary plan descriptions (including letters or other documents updating such descriptions) and (F) written descriptions of all non-written agreements relating to the Employee Benefit Plans and Pension Plans.

(h) There are no pending legal proceedings which have been asserted or instituted against any of the Employee Benefit Plans or Pension Plans, the assets of any such plans or the Purchaser, or the plan administrator or any fiduciary of the Employee Benefit Plans or Pension Plans with respect to the operation of such plans (other than routine, uncontested benefit claims), and there are no facts or circumstances which could form the basis for any such legal proceeding.

(i) Each of the Employee Benefit Plans and Pension Plans has been maintained, in all material respects, in accordance with its terms and all provisions of applicable Law. All amendments and actions required to bring each of the Employee Benefit Plans and Pension Plans into conformity in all material respects with all of the applicable provisions of ERISA and other applicable Laws have been made or taken except to the extent that such amendments or actions are not required by law to be made or taken until a date after the Closing Date and are disclosed on Schedule 4.15(i) .

(j) The Purchaser and any ERISA Affiliate which maintains a "benefits plan" within the meaning of Section 5000(b)(1) of ERISA, have complied with the notice and continuation requirements of Section 4980B of the Code or Part 6 of Title I of ERISA and the applicable regulations thereunder.

(k) None of the Purchaser, any ERISA Affiliate or any organization to which any is a successor or parent corporation, has divested any business or entity maintaining or sponsoring a defined benefit pension plan having unfunded benefit liabilities (within the meaning of Section 4001(a)(18) of ERISA) or transferred any such plan to any person other than the Purchaser or any ERISA Affiliate during the five-year period ending on the Closing Date.

(l) The Purchaser is not a "party in interest" or "disqualified person" with respect to the Employee Benefit Plans or Pension Plans has engaged in a "prohibited transaction" within the meaning of Section 4975 of the Code or Section 406 of ERISA.

(m) None of the Purchaser or any ERISA Affiliate has terminated any Employee Benefit Plan or Pension Plan subject to Title IV of ERISA, or incurred any outstanding liability under Section 4062 of ERISA to the Pension Benefit Guaranty Corporation or to a trustee appointed under Section 4042 of ERISA.

(n) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in any payment becoming due to any employee of Purchaser; (ii) increase any benefits otherwise payable under any Employee Benefit Plan or Pension Plan; or (iii) result in the acceleration of the time of payment or vesting of any such benefits.

(o) No stock or other security issued by Purchaser forms or has formed a material part of the assets of any Employee Benefit Plan or Pension Plan.

4.16 Labor .

(a) The Purchaser is not a party to any labor or collective bargaining agreement and there are no labor or collective bargaining agreements which pertain to employees of the Purchaser.

(b) No employees of the Purchaser are represented by any labor organization. No labor organization or group of employees of the Purchaser has made a pending demand for recognition, and there are no representation proceedings or petitions seeking a representation proceeding presently pending or, to the best knowledge of the Purchaser, threatened to be brought or filed, with the National Labor Relations Board or other labor relations tribunal. There is no organizing activity involving the Purchaser pending or, to the best knowledge of the Purchaser, threatened by any labor organization or group of employees of the Purchaser.

(c) There are no (i) strikes, work stoppages, slowdowns, lockouts or arbitrations or (ii) material grievances or other labor disputes pending or, to the best knowledge of any Purchaser, threatened against or involving the Purchaser. There are no unfair labor practice charges, grievances or complaints pending or, to the best knowledge of Purchaser, threatened by or on behalf of any employee or group of employees of the Purchaser.

4.17 Litigation . There is no suit, action, proceeding, investigation, claim or order pending or, to the knowledge of the Purchaser, overtly threatened against the Purchaser (or to the knowledge of the Purchaser, pending or threatened, against any of the officers, directors or key employees of the Purchaser with respect to their business activities on behalf of the Purchaser), or to which the Purchaser is otherwise a party, which, if adversely determined, would have a Material Adverse Effect, before any court, or before any governmental department, commission, board, agency, or instrumentality; nor to the knowledge of the Purchaser is there any reasonable basis for any such action, proceeding, or investigation. The Purchaser is not subject to any judgment, order or decree of any court or governmental agency except to the extent the same are not reasonably likely to have a Material Adverse Effect and the Purchaser is not engaged in any legal action to recover monies due it or for damages sustained by it.

4.18 Compliance with Laws; Permits . The Purchaser is in compliance with all Laws applicable to the Purchaser or to the conduct of the business or operations of the Purchaser or the use of its properties (including any leased properties) and assets, except for such non-compliances as would not, individually or in the aggregate, have a Material Adverse Effect. The Purchaser has all governmental permits and approvals from state, federal or local authorities which are required for the Purchaser to operate its business, except for those the absence of which would not, individually or in the aggregate, have a Material Adverse Effect.

4.19 Environmental Matters. Except as set forth on Schedule 4.19 hereto:

(a) the operations of the Purchaser are in compliance with all applicable Environmental Laws and all Environmental Permits;

(b) the Purchaser has obtained all permits required under all applicable Environmental Laws necessary to operate its business;

(c) the Purchaser is not the subject of any outstanding written order or Contract with any Governmental or Regulatory Authority or Person respecting (i) Environmental Laws, (ii) Remedial Action, (iii) any release or threatened release of a Hazardous Material or (iv) any Hazardous Activity;

(d) the Purchaser has not received any written communication alleging that the Purchaser may be in violation of any Environmental Law, or any Environmental Permit, or may have any liability under any Environmental Law;

(e) the Purchaser has no current contingent liability in connection with any Hazardous Activity or release of any Hazardous Materials into the indoor or outdoor environment (whether on-site or off-site);

(f) to the Purchaser's knowledge, there are no investigations of the business, operations, or currently or previously owned, operated or leased property of the Purchaser pending or threatened which could lead to the imposition of any liability pursuant to Environmental Law;

(g) there is not located at any of the properties of the Purchaser any (i) underground storage tanks, (ii) asbestos-containing material or (iii) equipment containing polychlorinated biphenyls; and,

(h) the Purchaser has provided to the Sellers all environmentally related audits, studies, reports, analyses, and results of investigations that have been performed with respect to the currently or previously owned, leased or operated properties of the Purchaser.

4.20 Insurance . Schedule 4.20 sets forth a complete and accurate list of all policies of insurance of any kind or nature covering the Purchaser or any of its employees, properties or assets, including, without limitation, policies of life, disability, fire, theft, workers compensation, employee fidelity and other casualty and liability insurance. All such policies are in full force and effect, and, to the Purchaser's knowledge, the Purchaser is not in default of any provision thereof, except for such defaults as would not, individually or in the aggregate, have a Material Adverse Effect.

4.21 Inventories; Receivables; Payables.

(a) The inventories of the Purchaser are in good and marketable condition, and are saleable in the ordinary course of business. Adequate reserves have been reflected in the Balance Sheet for obsolete or otherwise unusable inventory, which reserves were calculated in a manner consistent with past practice and in accordance with GAAP consistently applied.

(b) All accounts receivable of the Purchaser have arisen from bona fide transactions in the ordinary course of business consistent with past practice. All accounts receivable of the Purchaser reflected on the Balance Sheet are good and collectible at the aggregate recorded amounts thereof, net of any applicable reserve for returns or doubtful accounts reflected thereon, which reserves are adequate and were calculated in a manner consistent with past practice and in accordance with GAAP consistently applied. All accounts receivable arising after the Balance Sheet Date are good and collectible at the aggregate recorded amounts thereof, net of any applicable reserve for returns or doubtful accounts, which reserves are adequate and were calculated in a manner consistent with past practice and in accordance with GAAP consistently applied.

(c) All accounts payable of the Purchaser reflected in the Balance Sheet or arising after the date thereof are the result of bona fide transactions in the ordinary course of business and have been paid or are not yet due and payable.

4.22 Related Party Transactions. Except as set forth on Schedule 4.22, neither the Purchaser nor any Affiliates of Purchaser has borrowed any moneys from or has outstanding any indebtedness or other similar obligations to the Purchaser. Except as set forth in Schedule 4.22, neither the Purchaser, any Affiliate of the Purchaser nor any officer or employee of any of them (i) owns any direct or indirect interest of any kind in, or controls or is a director, officer, employee or partner of, or consultant to, or lender to or borrower from or has the right to participate in the profits of, any Person which is (A) a competitor, supplier, customer, landlord, tenant, creditor or debtor of the Purchaser, (B) engaged in a business related to the business of the Purchaser, or (C) a participant in any transaction to which the Purchaser is a party or (ii) is a party to any Contract with the Purchaser.

4.23 No Misrepresentation. No representation or warranty of Purchaser contained in this Agreement or in any schedule hereto or in any certificate or other instrument furnished by the Purchaser to Sellers pursuant to the terms hereof, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

4.24 Financial Advisors. Except as set forth on Schedule 4.24, no Person has acted, directly or indirectly, as a broker or finder for the Purchaser in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment in respect thereof.

4.25 Guarantees. Schedule 4.25 hereto is a complete and accurate list and summary description of all written guarantees currently in effect heretofore issued by the Purchaser to any bank or other lender in connection with any credit facilities extended by such creditors to the Purchaser in connection with any other contracts or agreements (collectively, the "Guarantees"), including the name of such creditor and the amount of the indebtedness, together with any interest and fees currently owing and expected to be outstanding as of the Closing.

4.26 Patriot Act. The Purchaser certifies that it has not been designated, and is not owned or controlled, by a “suspected terrorist” as defined in Executive Order 13224. The Purchaser hereby acknowledges that the Sellers seek to comply with all applicable Laws concerning money laundering and related activities. In furtherance of those efforts, the Purchaser hereby represents, warrants and agrees that: (i) none of the cash or property owned by the Purchaser has been or shall be derived from, or related to, any activity that is deemed criminal under United States law; and (ii) no contribution or payment by the Purchaser has, and this Agreement will not, cause the Purchaser to be in violation of the United States Bank Secrecy Act, the United States International Money Laundering Control Act of 1986 or the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001.

4.27 Trading Status. Purchaser’s common stock is traded on the OTC Bulletin Board, under the trading symbol “HVFI”

4.28 Reporting Status . Purchaser is a reporting issuer under Section 15(d) of the Securities Exchange Act of 1934 (the “34 Act”). Purchaser is now, and as of the Closing will be, current in its filings and will have filed all of the filings required to have been made in the previous twelve months.

4.29 Investment Intention . Purchaser is acquiring the Shares for its own account, for investment purposes only and not with a view to the distribution (as such term is used in Section 2(11) of the Securities Act of 1933, as amended (the "Securities Act") thereof. Purchaser understands that the Shares have not been registered under the Securities Act and cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available.

4.30 Acquisition Shares . The Acquisition Shares issuable pursuant to the purchase price, when issued, will be duly authorized and validly issued, fully paid and non-assessable, will be delivered hereunder free and clear of any Liens, except that such Acquisition Shares will be "restricted securities", as such term is defined in the rules and regulations of the SEC promulgated under the Securities Act, and will be subject to restrictions on transfers pursuant to such rules and regulations.

ARTICLE 5.
COVENANTS

5.1 Access to Information . The Sellers agree that, prior to the Closing Date, the Purchaser shall be entitled, through its officers, employees and representatives (including, without limitation, its legal advisors and accountants), to make such investigation of the properties, businesses and operations of the Company and its Subsidiaries and such examination of the books, records and financial condition of the Company and its Subsidiaries as it reasonably requests and to make extracts and copies of such books and records. Any such investigation and examination shall be conducted during regular business hours and under reasonable circumstances, and the Sellers shall cooperate, and shall cause the Company and its Subsidiaries to cooperate, fully therein. No investigation by the Purchaser prior to or after the date of this Agreement shall diminish or obviate any of the representations, warranties, covenants or agreements of the Sellers contained in this Agreement or the Seller Documents. In order that the Purchaser may have full opportunity to make such physical, business, accounting and legal review, examination or investigation as it may reasonably request of the affairs of the Company and its Subsidiaries, the Sellers shall cause the officers, employees, consultants, agents, accountants, attorneys and other representatives of the Company and its Subsidiaries to cooperate fully with such representatives in connection with such review and examination.

5.2 Conduct of the Business Pending the Closing .

(a) Except as otherwise expressly contemplated by this Agreement or with the prior written consent of the Purchaser, the Sellers shall, and shall cause the Company to:

(i) conduct the businesses of the Company only in the ordinary course consistent with past practice;

(ii) use its best efforts to (A) preserve its present business operations, organization (including, without limitation, management and the sales force) and goodwill of the Company and (B) preserve its present relationship with Persons having business dealings with the Company;

(iii) maintain (A) all of the assets and properties of the Company in their current condition, ordinary wear and tear excepted and (B) insurance upon all of the properties and assets of the Company in such amounts and of such kinds comparable to that in effect on the date of this Agreement;

(iv) (A) maintain the books, accounts and records of the Company in the ordinary course of business consistent with past practices, (B) continue to collect accounts receivable and pay accounts payable utilizing normal procedures and without discounting or accelerating payment of such accounts, and (C) comply with all contractual and other obligations applicable to the operation of the Company; and

(v) comply in all material respects with applicable laws, including, without limitation, Environmental Laws.

(b) Except as otherwise expressly contemplated by this Agreement or with the prior written consent of the Purchaser, the Sellers shall not, and shall cause the Company not to:

(i) declare, set aside, make or pay any dividend or other distribution in respect of the capital stock of the Company or repurchase, redeem or otherwise acquire any outstanding shares of the capital stock or other securities of, or other ownership interests in, the Company;

(ii) transfer, issue, sell or dispose of any shares of capital stock or other securities of the Company or grant options, warrants, calls or other rights to purchase or otherwise acquire shares of the capital stock or other securities of the Company;

(iii) effect any recapitalization, reclassification, stock split or like change in the capitalization of the Company;

(iv) amend the certificate of incorporation or by-laws of the Company;

(v) (A) materially increase the annual level of compensation of any employee of the Company, (B) increase the annual level of compensation payable or to become payable by the Company to any of its executive officers, (C) grant any unusual or extraordinary bonus, benefit or other direct or indirect compensation to any employee, director or consultant, (D) increase the coverage or benefits available under any (or create any new) severance pay, termination pay, vacation pay, company awards, salary continuation for disability, sick leave, deferred compensation, bonus or other incentive compensation, insurance, pension or other employee benefit plan or arrangement made to, for, or with any of the directors, officers, employees, agents or representatives of the Company or otherwise modify or amend or terminate any such plan or arrangement or (E) enter into any employment, deferred compensation, severance, consulting, non-competition or similar agreement (or amend any such agreement) to

which the Company is a party or involving a director, officer or employee of the Company in his or her capacity as a director, officer or employee of the Company;

(vi) subject to any Lien (except for leases that do not materially impair the use of the property subject thereto in their respective businesses as presently conducted), any of the properties or assets (whether tangible or intangible) of the Company;

(vii) acquire any material properties or assets or sell, assign, transfer, convey, lease or otherwise dispose of any of the material properties or assets (except for fair consideration in the ordinary course of business consistent with past practice) of the Company except, with respect to the items listed on Schedule 5.2(b)(vii) hereto, as previously consented to by the Purchaser;

(viii) cancel or compromise any debt or claim or waive or release any material right of the Company except in the ordinary course of business;

(ix) enter into any commitment for capital expenditures of the Company in excess of $25,000 for any individual commitment and $100,000 for all commitments in the aggregate;

(x) enter into, modify or terminate any labor or collective bargaining agreement of the Company or, through negotiation or otherwise, make any commitment or incur any liability to any labor organization with respect to the Company;

(xi) permit the Company to enter into any transaction or to make or enter into any Contract which by reason of its size or otherwise is not in the ordinary course of business consistent with past practice;

(xii) permit the Company to enter into or agree to enter into any merger or consolidation with, any corporation or other entity, and not engage in any new business or invest in, make a loan, advance or capital contribution to, or otherwise acquire the securities of any other Person;

(xiii) except for transfers of cash pursuant to normal cash management practices, permit the Company to make any investments in or loans to, or pay any fees or expenses to, or enter into or modify any Contract with, any Seller or any Affiliate of any Seller; or

(xiv) agree to do anything prohibited by this Section 6.2 or anything which would make any of the representations and warranties of the Sellers in this Agreement or the Seller Documents untrue or incorrect in any material respect as of any time through and including the Effective Time.

5.3 Consents . The Sellers shall use their best efforts, and the Purchaser shall cooperate with the Sellers, to obtain at the earliest practicable date all consents and approvals required to consummate the transactions contemplated by this Agreement, including, without limitation, the consents and approvals referred to in Section 3.5(b) hereof; provided, however, that neither the Sellers nor the Purchaser shall be obligated to pay any consideration therefor to any third party from whom consent or approval is requested.

5.4 Other Actions . Each of the Sellers and the Purchaser shall use its best efforts to (i) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and (ii) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement.

5.5 No Solicitation . The Sellers will not, and will not cause or permit the Company or any of the Company's directors, officers, employees, representatives or agents (collectively, the "Representatives") to, directly or indirectly, (i) discuss, negotiate, undertake, authorize, recommend, propose or enter into, either as the proposed surviving, merged, acquiring or acquired corporation, any transaction involving a merger, consolidation, business combination, purchase or disposition of any amount of the assets or capital stock or other equity interest in the Company or any of its Subsidiaries other than the transactions contemplated by this Agreement (an "Acquisition Transaction"), (ii) facilitate, encourage, solicit or initiate discussions, negotiations or submissions of proposals or offers in respect of an Acquisition Transaction, (iii) furnish or cause to be furnished, to any Person, any information concerning the business, operations, properties or assets of the Company or any of its Subsidiaries in connection with an Acquisition Transaction, or (iv) otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to do or seek any of the foregoing. The Sellers will inform the Purchaser in writing immediately following the receipt by any Seller, the Company or any Representative of any proposal or inquiry in respect of any Acquisition Transaction.

5.6 Publicity . None of the Sellers nor the Purchaser shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other party hereto, which approval will not be unreasonably withheld or delayed, unless, in the sole judgment of the Purchaser, disclosure is otherwise required by applicable Law or by the applicable rules of any stock exchange on which the Purchaser lists securities, provided that, to the extent required by applicable law, the party intending to make such release shall use its best efforts consistent with such applicable law to consult with the other party with respect to the text thereof.

ARTICLE 6.
CONDITIONS TO CLOSING

6.1 Conditions Precedent to Obligations of Purchaser . The obligation of the Purchaser to consummate the transactions contemplated by this Agreement is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by the Purchaser in whole or in part to the extent permitted by applicable law):

(a) all representations and warranties of the Sellers contained herein shall be true and correct as of the date hereof and as of the Closing Date;

(b) all representations and warranties of the Sellers contained herein qualified as to materiality shall be true and correct, and the representations and warranties of the Sellers contained herein not qualified as to materiality shall be true and correct in all material respects, at and as of the Closing Date with the same effect as though those representations and warranties had been made again at and as of that time;

(c) the Sellers shall have performed and complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by them on or prior to the Closing Date;

(d) there shall not have been or occurred any material adverse change in the business or operations of the Company;

(e) the Sellers shall have obtained all consents and waivers referred to in Section 3.5(b) hereof, in a form reasonably satisfactory to the Purchaser, with respect to the transactions contemplated by this Agreement and the Seller Documents; and

(f) no legal proceedings shall have been instituted or threatened or claim or demand made against the Sellers, the Company or any of its Subsidiaries, or the Purchaser seeking to restrain or prohibit or to obtain substantial damages with respect to the consummation of the transactions contemplated hereby, and there shall not be in effect any Order by a Governmental or Regulatory Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby.

6.2 Conditions Precedent to Obligations of the Sellers . The obligations of the Sellers to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by the Sellers in whole or in part to the extent permitted by applicable law):

(a) all representations and warranties of the Purchaser contained herein shall be true and correct as of the date hereof and as of the Closing Date;

(b) all representations and warranties of the Purchaser contained herein qualified as to materiality shall be true and correct, and all representations and warranties of the Purchaser contained herein not qualified as to materiality shall be true and correct in all material respects, at and as of the Closing Date with the same effect as though those representations and warranties had been made again at and as of that date;

(c) the Purchaser shall have performed and complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date;

(d) the Sellers shall have been furnished with certificates (dated the Closing Date and in form and substance reasonably satisfactory to the Sellers) executed by the Chief Executive Officer and Chief Financial Officer of the Purchaser certifying as to the fulfillment of the conditions specified in Sections 6.2(a), 6.2(b) and 6.2(c) hereof;

(e) there shall not be in effect any Order by a Governmental or Regulatory Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;

(f) the Sellers shall have obtained all consents and waivers referred to in Section 4.6(b) hereof, in a form reasonably satisfactory to the Purchaser, with respect to the transactions contemplated by this Agreement and the Seller Documents;

(g) all officers and members of the Board of Directors of the Purchaser shall have provided an undated resignation and shall have appointed the designees of the Sellers as members of the Board of Directors; and

(h) the Purchaser shall have filed the Form 10-Q for the quarter ended January 31, 2013 with the Securities and Exchange Commission.

ARTICLE 7.
TERMINATION

7.1 Material Change in the Business of Company . If any material loss or damage to the Company Business occurs prior to Closing and such loss or damage, in Purchaser' reasonable opinion, cannot be substantially repaired or replaced within sixty (60) days, Purchaser shall, within two (2) days following any such loss or damage, by notice in writing to Company, at its option, either:

(a) terminate this Agreement, in which case no party will be under any further obligation to any other party; or

(b) elect to complete the Acquisition and the other transactions contemplated hereby, in which case the proceeds and the rights to receive the proceeds of all insurance covering such loss or damage will, as a condition precedent to Purchaser' obligations to carry out the transactions contemplated hereby, be vested in Company or otherwise adequately secured to the satisfaction of Purchaser on or before the Closing Date.

7.2 Material Change in the Purchaser Business . If any material loss or damage to the Purchaser Business occurs prior to Closing and such loss or damage, in Company's reasonable opinion, cannot be substantially repaired or replaced within sixty (60) days, Company shall, within two (2) days following any such loss or damage, by notice in writing to Purchaser, at its option, either:

(a) terminate this Agreement, in which case no party will be under any further obligation to any other party; or

(b) elect to complete the Acquisition and the other transactions contemplated hereby, in which case the proceeds and the rights to receive the proceeds of all insurance covering such loss or damage will, as a condition precedent to Company's obligations to carry out the transactions contemplated hereby, be vested in Purchaser or otherwise adequately secured to the satisfaction of Company on or before the Closing Date.

ARTICLE 8.
DOCUMENTS TO BE DELIVERED

8.1 Documents to be Delivered by the Sellers . At the Closing, the Sellers shall deliver, or cause to be delivered, to the Purchaser the following:

(a) copies of all consents and waivers referred to in Section 6.1(e) hereof;

(b) certificates of good standing with respect to the Company issued by the Secretary of the State of the California; and

(c) such other documents as the Purchaser shall reasonably request.

8.2 Documents to be Delivered by the Purchaser . At the Closing, the Purchaser shall deliver to the Sellers the following:

(a) the Acquisition Shares;

(b) the certificates referred to in Section 6.2(d) hereof;

(c) copies of all consents and waivers referred to in Section 6.1(e) hereof;

(d) certificates of good standing with respect to the Company issued by the Secretary of the State of the Nevada and for each state in which the Company is qualified to do business as a foreign corporation;

(e) undated resignation of Haisam Hamie as the sole member of the Board of Directors of Purchaser;

(f) undated resignation of Haisam Hamie as the sole officer of the Purchaser;

(g) resolution of the Board of Directors appointing the following:
a. Masa Higashida, Craig Hagopian, Satoru Yukie, Fernando Corona and Arata Matsushima as directors of the Purchaser;
b. Craig Hagopian as President and Chief Executive Officer of Purchaser; and
c. Satoru Yukie as Chief Financial Officer, Secretary and Treasurer of Purchaser; and

(i) such other documents as the Sellers shall reasonably request.

ARTICLE 9.
INDEMNIFICATION

9.1 Indemnification .

(a) Subject to Section 9.2 hereof, the Sellers hereby agree to jointly and severally indemnify and hold the Purchaser, the Company, and their respective directors, officers, employees, Affiliates, agents, successors and assigns (collectively, the "Purchaser Indemnified Parties") harmless from and against:

(i) any and all losses, liabilities, obligations, damages, costs and expenses based upon, attributable to or resulting from the failure of any representation or warranty of the Sellers set forth in Article 3 hereof, or any representation or warranty contained in any certificate delivered by or on behalf of the Sellers pursuant to this Agreement, to be true and correct in all respects as of the date made;

(ii) any and all losses, liabilities, obligations, damages, costs and expenses based upon, attributable to or resulting from the breach of any covenant or other agreement on the part of the Sellers under this Agreement;

(iii) any and all Expenses incident to the foregoing.

(b) Subject to Section 9.2, Purchaser and the majority of the holders of Purchaser's Common Stock ("Majority Stockholders") hereby agree to indemnify and hold the Sellers and their respective Affiliates, agents, successors and assigns (collectively, the "Seller Indemnified Parties") harmless from and against:

(i) any and all losses, liabilities, obligations, damages, costs and expenses based upon, attributable to or resulting from the failure of any representation or warranty of the Purchaser set forth in Section 4 hereof, or any representation or warranty contained in any certificate delivered by or on behalf of the Purchaser pursuant to this Agreement, to be true and correct as of the date made;

(ii) any and all losses, liabilities, obligations, damages, costs and expenses based upon, attributable to or resulting from the breach of any covenant or other agreement on the part of the Purchaser under this Agreement; and

(iii) any and all Expenses incident to the foregoing.

9.2 Limitations on Indemnification for Breaches of Representations and Warranties . An Indemnifying Party shall not have any liability under Section 9.1(a)(ii) or Section 9.1(b) hereof unless the aggregate amount of Losses and Expenses to the indemnified parties finally determined to arise thereunder based upon, attributable to or resulting from the failure of any representation or warranty to be true and correct, other than the representations and warranties set forth in Sections 3.6 and 3.8 hereof, exceeds $5,000 (the “Basket”) and, in such event, the Indemnifying Party shall be required to pay the entire amount of such Losses and Expenses.

9.3 Indemnification Procedures .

(a) In the event that any legal proceedings shall be instituted or that any claim or demand ("Claim") shall be asserted by any Person in respect of which payment may be sought under Section 9.1 hereof (regardless of the Basket referred to above), the Indemnified Party shall reasonably and promptly cause written notice of the assertion of any Claim of which it has knowledge which is covered by this indemnity to be forwarded to the Indemnifying Party. The Indemnifying Party shall have the right, at its sole option and expense, to be represented by counsel of its choice, which must be reasonably satisfactory to the Indemnified Party, and to defend against, negotiate, settle or otherwise deal with any Claim which relates to any Losses indemnified against hereunder. If the Indemnifying Party elects to defend against, negotiate, settle or otherwise deal with any Claim which relates to any Losses indemnified against hereunder, it shall within five (5) days (or sooner, if the nature of the Claim so requires) notify the Indemnified Party of its intent to do so. If the Indemnifying Party elects not to defend against, negotiate, settle or otherwise deal with any Claim which relates to any Losses indemnified against hereunder, fails to notify the Indemnified Party of its election as herein provided or contests its obligation to indemnify the Indemnified Party for such Losses under this Agreement, the Indemnified Party may defend against, negotiate, settle or otherwise deal with such Claim. If the Indemnified Party defends any Claim, then the Indemnifying Party shall reimburse the Indemnified Party for the Expenses of defending such Claim

upon submission of periodic bills. If the Indemnifying Party shall assume the defense of any Claim, the Indemnified Party may participate, at his or its own expense, in the defense of such Claim; provided, however, that such Indemnified Party shall be entitled to participate in any such defense with separate counsel at the expense of the Indemnifying Party if, (i) so requested by the Indemnifying Party to participate or (ii) in the reasonable opinion of counsel to the Indemnified Party, a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Party that would make such separate representation advisable; and provided, further, that the Indemnifying Party shall not be required to pay for more than one such counsel for all indemnified parties in connection with any Claim. The parties hereto agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such Claim.

(b) After any final judgment or award shall have been rendered by a court, arbitration board or administrative agency of competent jurisdiction and the expiration of the time in which to appeal therefrom, or a settlement shall have been consummated, or the Indemnified Party and the Indemnifying Party shall have arrived at a mutually binding agreement with respect to a Claim hereunder, the Indemnified Party shall forward to the Indemnifying Party notice of any sums due and owing by the Indemnifying Party pursuant to this Agreement with respect to such matter and the Indemnifying Party shall be required to pay all of the sums so due and owing to the Indemnified Party by wire transfer of immediately available funds within 10 business days after the date of such notice.

(c) The failure of the Indemnified Party to give reasonably prompt notice of any Claim shall not release, waive or otherwise affect the Indemnifying Party's obligations with respect thereto except to the extent that the Indemnifying Party can demonstrate actual loss and prejudice as a result of such failure.

ARTICLE 10.
POST-CLOSING MATTERS

10.1 Forthwith after the Closing, Purchaser, Company and the Sellers agree to use all their best efforts to:

(a) issue a press release reporting the Closing; and

(b) file a Form 8-K with the Securities and Exchange Commission disclosing the terms of this Agreement with audited financial statements of Company as well as any required pro forma financial information or other information of Company and Purchaser as required by the rules and regulations of the Securities and Exchange Commission.

ARTICLE 11.
GENERAL PROVISIONS

11.1 Notices . All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered personally or mailed by certified mail, return receipt requested, to the parties (and shall also be transmitted by facsimile to the Persons receiving

copies thereof) at the following addresses (or to such other address as a party may have specified by notice given to the other party pursuant to this provision):

If to Purchaser to:	HAVANA FURNISHINGS INC. Attn: Haisam Hamie, President Edificio Ultramar Plaza. Apt. #4A 47th Street Panama City, Panama Tel. 507.269.1315
If to Company or Sellers to:	NUZEE CO., LTD. Attn: Satoru Yukie, Chief Financial Officer 7940 Silverton Ave. #109 San Diego, CA 92126 Tel. 760.536.6945 Fax. 413.235.3541
With copies to:	Synergen Law Group, APC Attn: Karen A. Batcher, Esq. 819 Anchorage Place, Suite 28 Chula Vista, CA 91914 Tel. 619.475.7882 Fax. 866.352.4342

All such notices, requests and other communications will (i) if delivered personally to the address as provided in this Section, be deemed given upon delivery, (ii) if delivered by mail in the manner described above to the address as provided in this Section, be deemed given upon receipt, and (iii) if delivered by courier to the address as provided for in this Section, be deemed given on the earlier of the second Business Day following the date sent by such courier or upon receipt. Any party from time to time may change its address or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

11.2 Payment of Sales, Use or Similar Taxes . All sales, use, transfer, intangible, recordation, documentary stamp or similar Taxes or charges, of any nature whatsoever, applicable to, or resulting from, the transactions contemplated by this Agreement shall be borne by the Sellers.

11.3 Expenses . Except as otherwise provided in this Agreement, the Sellers and the Purchaser shall each bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby, it being understood that in no event shall the Company bear any of such costs and expenses.

11.4 Specific Performance . The Sellers acknowledge and agree that the breach of this Agreement would cause irreparable damage to the Purchaser and that the Purchaser will not have an adequate remedy at law. Therefore, the obligations of the Sellers under this Agreement, including, without limitation, the Sellers' obligation to sell the Shares to the Purchaser, shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any party may have under this Agreement or otherwise.

11.5 Further Assurances . The Sellers and the Purchaser each agrees to execute and deliver such other documents or agreements and to take such other action as may be reasonably necessary or desirable for the implementation of this Agreement and the consummation of the transactions contemplated hereby.

11.6 Submission to Jurisdiction; Consent to Service of Process .

(a) The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of any federal or state court located within the State of California, USA over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action proceeding related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by the mailing of a copy thereof in accordance with the provisions of Section 11.1.

11.7 Entire Agreement; Amendments and Waivers . This Agreement (including the schedules and exhibits hereto) represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

11.8 Governing Law . This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

11.9 Headings . Section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

11.10 Severability . If any provision of this Agreement is invalid or unenforceable, the balance of this Agreement shall remain in effect.

11.11 Binding Effect; Assignment . This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by either the Sellers or the Purchaser (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void; provided, however, that the Purchaser may assign this Agreement and any or all rights or obligations hereunder (including, without limitation, the Purchaser's rights to purchase the Shares and the Purchaser's rights to seek indemnification hereunder) to any Affiliate of the Purchaser. Upon any such permitted assignment, the references in this Agreement to the Purchaser shall also apply to any such assignee unless the context otherwise requires.

11.12 Counterparts . This Agreement may be executed in counterparts, each of which when executed by any party will be deemed to be an original and all of which counterparts will together constitute one and the same Agreement. Delivery of executed copies of this Agreement by facsimile or electronic mail will constitute proper delivery, provided that originally executed counterparts are delivered to the parties within a reasonable time thereafter.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the day and year first above written.

HAVANA FURNISHINGS INC.

By: /s/ Haisam Hamie
Haisam Hamie, President

NUZEE CO., LTD.

By: /s/ Masa Higashida
Masa Higashida, President

HAVANA FURNISHINGS, INC.'S MAJORITY STOCKHOLDERS:

/s/ Haisam Hamie
Haisam Hamie (64.52%)

SHAREHOLDER SIGNATURE PAGE FOLLOWS:

SCHEDULE A

NUZEE SHAREHOLDERS

Name	**Shares**	**Signature**
Masa Higashida	24,917,333	
Travis Gorney	1,520,000	
Arata Matsushima	1,520,000	
Satoru Yukie	1,520,000	
Craig Hagopian	1,216,000	
PBB	3,040,000	
TOTAL	33,733,333	

Exhibit 3.01

090201

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

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:

Havana Furnishings, Inc.

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

Article 1 shall be amended as follows:

The name of the Corporation shall be Nuzee, Inc.

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: 69%

4. Effective date and time of filing: (optional) Date: 05/06/13 Time:

(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-After
Revised: 8-31-11

Exhibit 10.1

MANAGEMENT EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (the **"Agreement"**) is made and entered into on April 23, 2013 by and between **HAVANA FURNISHINGS, INC.,** (the **"Company"**), and **CRAIG HAGOPIAN** (the **"Executive"**). The Company and the Executive may be hereinafter collectively referred to as the **"Parties"** , and each individually referred to as a **"Party"** .

A. The Company desires assurance of the association and services of the Executive in order to retain the Executive's experience, skills, abilities, background and knowledge, and is willing to engage the Executive's services on the terms and conditions set forth in this Agreement.

B. The Executive desires to be in the employ of the Company, and is willing to accept such employment on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the foregoing recitals and the mutual promises and covenants herein contained, and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

1. EMPLOYMENT.

1.1 Effective Date. This agreement shall take effect as of May 1, 2013 (the "Effective Date").

1.2 Employment At Will. The Company hereby employs the Executive, and the Executive hereby accepts employment by the Company, upon the terms and conditions set forth in this Agreement. The Executive's employment with the Company shall be at will. Either the Executive or the Company may terminate the employment relationship at any time and for any reason, with or without cause or prior notice.

1.3 Title . The Executive shall have the title of President and "Chief Executive Officer" and will also serve in such other capacity or capacities as the Company's Board of Directors (the **"Board"**) may from time to time prescribe. The Executive shall report to the Board.

1.4 Duties. The Executive shall do and perform all services, acts and things reasonably necessary or advisable to manage and conduct the business of the Company and that are normally associated with the position of Chief Executive Officer, as well as any other services, acts and things as may be required from time to time by the Board.

1.5 Location . Unless the Parties otherwise agree in writing, the Executive shall perform services pursuant to this Agreement from Company's home office in San Diego, California. In addition, the Company may from time to time require the Executive to travel temporarily to other locations in connection with the Company's business.

1.6 Policies and Practices. The employment relationship between the Parties shall be governed by this Agreement along with the policies and practices established by the Company and the Board. In the event that the terms of this Agreement differ from or are in conflict with the Company's policies or practices or the Company's Employee Handbook, this Agreement shall control.

2. LOYAL AND CONSCIENTIOUS PERFORMANCE; NONCOMPETITION.

2.1 Loyalty . During the Executive's employment by the Company, the Executive shall devote the Executive's business energies, interest, abilities and productive time based on a standard work week to the proper and efficient performance of the Executive's duties under this Agreement. The Executive is not precluded from devoting energies to non-Company related businesses, projects, and activities so long as they are not competitive and will not negatively affect the activities of the Company.

2.2 Covenant not to Compete . Except with the prior written consent of the Board, which shall not be unreasonably conditioned, delayed, or withheld, the Executive will not, during his employment with the Company or during any post-employment period when the Executive is receiving compensation or other consideration from the Company, including but not limited to severance pay pursuant to Section 4 herein, engage in competition with the Company and/or any of its Affiliates, either directly or indirectly, in any manner or capacity, as adviser, principal, agent, affiliate, promoter, partner, officer, director, employee, stockholder, owner, co-owner, consultant, or member of any association or otherwise, in any phase of the business of developing, manufacturing or marketing of products or services that are in the same field of use or which otherwise compete with the products or services or proposed products or services of the Company and/or any of its Affiliates. For purposes of this Agreement, "Affiliate" means, with respect to any specific entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified entity.

2.3 Agreement not to Participate in Company's Competitors . During his employment with the Company, the Executive agrees not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known by Executive to be adverse or antagonistic to the Company, its business, or prospects, financial or otherwise, or in any company, person, or entity that is, directly or indirectly, in competition with the business of the Company or any of its Affiliates. Ownership by the Executive, as a passive investment, of less than two percent (2%) of the outstanding shares of capital stock of any corporation with one or more classes of its capital stock listed on a national securities exchange or publicly traded on the Nasdaq Stock Market or in the over-the-counter market shall not constitute a breach of this paragraph.

3. COMPENSATION OF THE EXECUTIVE.

3.1 Base Salary. The Company shall pay the Executive based on the following Milestone Compensation Schedule. The base salary per year, less any required withholdings and deductions, payable in regular periodic payments in accordance with Company policy (the **"Base Salary"**). Executive shall be entitled and receive annual merit reviews by the Board.

MILESTONE COMPENSATION SCHEDULE:

Revenue/Value Creation Milestones	Annual Base USD$	Other
Initial salary upon execution of this Offer Letter.	$150,000	-Health Insurance Reimbursement (with proof)
After Company recognizes sales traction, revenue contribution, closing of additional financing or other value creation agreed to by the Board.	$180,000 Minimum	-Health Insurance Reimbursement (with proof)

3.2 Quarterly Bonus. In addition to the Executive's Base Salary, the Executive shall also be eligible to receive a quarterly bonus of up to Twenty-Five Thousand Dollars ($25,000.00) based on the achievement of quarterly milestones to be agreed upon by the Company and the Executive (the **"Quarterly Bonus"**). In the event the Company and the Executive do not agree upon the milestones, the Board shall establish the applicable milestones in its sole and absolute discretion. In order to earn any Bonus, the Executive must remain employed by the Company through the last day of the quarter for which the Bonus is awarded.

3.3 Stock Options. Subject to approval of the Board and the terms of the Company's Equity and Incentive Plan (the **"Plan"**), the Executive will be granted a stock option to purchase a number of shares of the Company's common stock that is not less than four and one-half percent (4.5%) of the Company's stock, which percentage shall be based on the fully-diluted capitalization of the Company as of the Effective Date of this Agreement (the **"Option"**). To the maximum extent possible, the Option shall be an Incentive Stock Option as such term is defined in Section 422 of the Internal Revenue Code of 1986, as amended. The Option will be governed by and granted pursuant to a separate Stock Option Agreement and the Plan. The exercise price per share of the Option will be equal to the fair market value of a share of the Company's common stock on the date of grant.

3.3.1 Vesting of Stock Options.

3.3.1.1 Subject to Section 3.3.1.2 below, twenty-five percent (25%) of the Option shall vest upon the Effective Date of this Agreement. The balance of the Option shall vest in equal installments on the last day of each month for eighteen (18) months thereafter, subject to the Executive's continued employment, such that the Executive shall be vested in full in the Option if he completes two (2) full years of employment with the Company. The Executive's right to exercise the vested shares, and all other rights and obligations with respect to the Option, will be as set forth in the stock option agreement, grant notice and applicable Plan documents.

3.3.1.2 Notwithstanding the provisions of Section 3.3.1.1 above, in the event of a Change in Control (as defined below) the Option shall be subject to partial or full accelerated vesting in accordance with the following provisions, and the Option shall terminate if not exercised at or prior to the effective time of the Change in Control:

(i) Subject to adjustment pursuant to subsection (iv), in the event of a Change in Control in which the net sale proceeds to the Company are equal to or exceed Five Million Dollars ($5,000,000.00) (excluding the conversion of any debt) (" **Trigger Amount A** "), fifty percent (50%) of the then unvested shares subject to the Option shall immediately vest contingent upon the Change in Control and effective as of the date immediately preceding the effective date of the Change in Control; or

(ii) Subject to adjustment pursuant to subsection (iv), in the event of a Change in Control in which the net sale proceeds to the Company are equal to or exceed Ten Million Dollars ($10,000,000.00) (excluding the conversion of any debt) (" **Trigger Amount B** "), seventy-five percent (75%) of the then unvested shares subject to the Option shall immediately vest contingent upon the Change in Control and effective as of the date immediately preceding the effective date of the Change in Control; or

(iii) Subject to adjustment pursuant to subsection (iv), in the event of a Change in Control in which the net sale proceeds to the Company are equal to or exceed Fifteen Million Dollars ($15,000,000.00) (excluding the conversion of any debt) or acceptance of Company on major exchange such as NASDAQ or other exchange (" **Trigger Amount C** "), one hundred percent (100%) of the then unvested shares subject to the Option shall immediately vest contingent upon the Change in Control and effective as of the date immediately preceding the effective date of the Change in Control.

3.4 Changes to Compensation. The Executive's compensation may be changed from time to time in the Company's discretion.

3.5 Employment Taxes . All of the Executive's compensation shall be subject to withholding taxes and any other employment taxes required by applicable law.

3.6 Benefits. The Executive shall be eligible to participate in the Company's standard employee benefit plans, subject to Company policy and the terms of the applicable plans or be reimbursed for benefits with proof of policy.

3.7 Expense Reimbursements. The Executive shall be entitled to be reimbursed for all reasonable business expenses incurred in connection with carrying on the Executive's duties hereunder in accordance with the Company's expense reimbursement policies.

4. TERMINATION.

4.1 Termination for Cause or Resignation Without Good Reason. If the Executive's employment is terminated by the Company for Cause (as defined below), or if the Executive voluntarily resigns his employment without Good Reason (as defined below), the Company shall pay the Executive all Base Salary and accrued but unused vacation benefits earned through the date of termination at the rate in effect at the time of termination, less standard deductions and withholdings. The Company shall thereafter have no further obligations to the Executive under this Agreement.

4.2 Termination Without Cause or Resignation for Good Reason. If the Company terminates the Executive's employment without Cause or if the Executive resigns for Good Reason, whether before or following a Change in Control (as defined below), the Company shall pay the Executive all Base Salary and accrued but unused vacation benefits earned through the date of termination at the rate in effect at the time of termination, less standard deductions and withholdings. In addition, upon the Executive furnishing to the Company an effective waiver and release of claims (in the form attached hereto as **Exhibit A** , or in such other form as may be required by the Company), the Executive shall also receive:

(i) if the termination date is on or before the second anniversary of the Effective Date, continuation of his Base Salary then in effect, less standard deductions and withholdings, for a period of six (6) months following the termination date; or

(ii) if the termination date is after the second anniversary of the Effective Date, continuation of his Base Salary then in effect, less standard deductions and withholdings, for a period of six (6) months following the termination date, plus an additional one (1) month continuation of Base Salary payments for every four (4) months that the Executive has been employed following the second anniversary of the Effective Date, up to a maximum total of twelve (12) months continuation of Base Salary payments following the termination date. For example, if the Executive is terminated without Cause or resigns for Good Reason nine (9) months following the second anniversary of the Effective Date, the Executive will receive a total of eight (8) months continuation of Base Salary payments.

4.3 Application of Internal Revenue Code Section 409A . If the Company determines that any severance benefit payment described in Section 4.2 above fails to satisfy the distribution requirement of Section 409A(a)(2)(A) of the Internal Revenue Code as a result of Section 409A(a)(2)(B)(i) of the Internal Revenue Code, the payment of such benefit shall be accelerated to the minimum extent necessary so that the benefit is not subject to the provisions of Section 409A(a)(1) of the Internal Revenue Code. (It is the intention of the preceding sentence to apply the short-term deferral provisions of

Section 409A of the Internal Revenue Code, and the regulations and other guidance thereunder, to the Severance Benefits payments, and the payment schedule as revised after the application of the preceding sentence shall be referred to as the " ***Revised Payment Schedule*** .") However, if there is no Revised Payment Schedule that would avoid the application of Section 409A(a)(1) of the Internal Revenue Code, the payment of such benefits shall not be paid pursuant to a Revised Payment Schedule and instead shall be delayed to the minimum extent necessary so that such benefits are not subject to the provisions of Section 409A(a)(1) of the Internal Revenue Code. The Board may attach conditions to or adjust the amounts paid pursuant to this Section 4.4 to preserve, as closely as possible, the economic consequences that would have applied in the absence of this Section 4.4; *provided, however*, that no such condition or adjustment shall result in the payments being subject to Section 409A(a)(1) of the Internal Revenue Code.

4.4 Definitions . For purposes of this Agreement, the following terms shall have the following meanings:

4.4.1 Cause . **"Cause"** for the Company to terminate the Executive's employment hereunder shall mean a reasonable and good faith determination by the Board or any committee thereof that any of the following events has occurred or exists:

(a) the Executive's repeated failure satisfactorily to perform the Executive's job duties as set forth by the Board, provided that the Company first provides the Executive with written notice of such failure and a reasonable opportunity to cure the failure if the failure is subject to cure;

(b) the Executive's commission of an act that materially injures the business of the Company;

(c) the Executive's commission of any felony or any crime involving fraud, dishonesty or moral turpitude that is likely to inflict, or has inflicted, material injury on the business of the Company; or

(d) the Executive's material violation of any provision of Section 2 or Section 5 hereof and/or the Executive's Proprietary Information and Inventions Agreement with the Company.

4.4.2 Good Reason. For purposes of this Agreement, the Executive shall be deemed to have resigned for " **Good Reason** " if he voluntarily resigns immediately following:

(a) a material reduction in the Executive's compensation without the Executive's written consent, except in the case of a Board-approved reduction in salary applicable to the Company's executive management team; or

(b) a material change in the Executive's title and/or job duties without the Executive's written consent.

4.4.3 "Change in Control" shall mean a transaction (excluding in each case transactions in which securities are purchased from the Company for the principal purpose of raising capital for the Company) in which one of the following occurs:

(a) (A) a merger or consolidation occurs in which the Company is not the surviving entity, or (B) any reverse merger occurs in which the Company is the surviving entity, or (C) any merger involving a subsidiary of the Company occurs in which the Company is a surviving entity, but in each case in which holders of the Company's outstanding voting securities immediately prior to such transaction, as such, do not hold, immediately following such transaction, securities possessing fifty percent (50%) or more of the total combined voting power of the surviving entity's outstanding securities (in the case of clause (A)) or the Company's outstanding voting securities (in the case of clauses (B) and (C)); or

(b) all or substantially all of the Company's assets are sold of transferred other than in connection with an internal reorganization of the Company or the Company's complete liquidation (other than a liquidation of the Company into a wholly-owned subsidiary).

4.5 Parachute Payment. If any payment or benefit Executive would receive pursuant to a Change of Control or otherwise ("Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be reduced to the Reduced Amount. The "Reduced Amount" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in the Executive's receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in payments or benefits constituting "parachute payments" is necessary so that the Payment equals the Reduced Amount, reduction shall occur in the following order unless the Executive elects in writing a different order (provided, however, that such election shall be subject to Company approval if made on or after the effective date of the event that triggers the Payment): reduction of cash payments; cancellation of accelerated vesting of stock awards. In the event that acceleration of vesting of stock award compensation is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of Executive's stock awards unless the Executive elects in writing a different order for cancellation.

The accounting firm engaged by the Company for general audit purposes as of the day prior to the effective date of the Change of Control shall perform the foregoing calculations. If the accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the Change of Control, then the Company shall appoint a nationally recognized accounting firm to make the determinations

required hereunder. The Company shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder.

The accounting firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to the Executive and the Company within fifteen (15) calendar days after the date on which the Executive's right to a Payment is triggered (if requested at that time by the Executive or the Company) or such other time as requested by the Executive or the Company. If the accounting firm determines that no Excise Tax is payable with respect to a Payment, either before or after the application of the Reduced Amount, it shall furnish the Executive and the Company with an opinion reasonably acceptable to the Executive that no Excise Tax will be imposed with respect to such Payment. Any good faith determinations of the accounting firm made hereunder shall be final, binding and conclusive upon the Executive and the Company.

4.6 Survival of Certain Provisions. Sections 2.2, 4, 5, 15, and 17 shall survive the termination of this Agreement.

5. CONFIDENTIAL AND PROPRIETARY INFORMATION; NONSOLICITATION .

5.1 As a condition of employment, the Executive agrees to execute and abide by the Proprietary Information and Inventions Agreement attached hereto as **Exhibit B** .

5.2 While employed by the Company and for one (1) year thereafter, the Executive agrees that in order to protect the Company's trade secrets and confidential and proprietary information from unauthorized use, the Executive will not, either directly or through others, solicit or attempt to solicit any employee, consultant or independent contractor of the Company to terminate his or her relationship with the Company in order to become an employee, consultant or independent contractor to or for any other person or business entity.

6. ASSIGNMENT AND BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the Executive and the Executive's heirs, executors, personal representatives, assigns, administrators and legal representatives. Because of the unique and personal nature of the Executive's duties under this Agreement, neither this Agreement nor any rights or obligations under this Agreement shall be assignable by the Executive. This Agreement shall be binding upon and inure to the benefit of the Company and its successors, assigns and legal representatives.

7. CHOICE OF LAW.

This Agreement is made in San Diego, California. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of California.

8. INTEGRATION.

This Agreement, including Exhibits A and B, contains the complete, final and exclusive agreement of the Parties relating to the terms and conditions of the Executive's employment and the termination of the Executive's employment, and supersedes any prior or contemporaneous oral or written employment agreements or arrangements between the Parties, including the Consulting Agreement. To the extent this Agreement conflicts with the Proprietary Information and Inventions Agreement attached as Exhibit B hereto, the Proprietary Information and Inventions Agreement controls.

9. AMENDMENT.

This Agreement cannot be amended or modified except by a written agreement signed by the Executive and a member of the Board other than the Executive.

10. WAIVER.

No term, covenant, or condition of this Agreement or any breach thereof shall be deemed waived, except with the written consent of the Party against whom the wavier is claimed, and any waiver or any such term, covenant, condition or breach shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other term, covenant, condition or breach.

11. SEVERABILITY.

The finding by a court of competent jurisdiction of the unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal. Such court shall have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision that most accurately represents the Parties' intentions with respect to the invalid or unenforceable term or provision.

12. INTERPRETATION; CONSTRUCTION.

The headings set forth in this Agreement are for convenience of reference only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing the Company, but the Executive has been encouraged to consult with the Executive's own independent counsel with respect to the terms of this Agreement. The Parties acknowledge that each Party and its counsel have reviewed and revised, or have had an opportunity to review and revise, this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

13. REPRESENTATIONS AND WARRANTIES.

The Executive represents and warrants that the Executive is not restricted or prohibited, contractually or otherwise, from entering into and performing each of the terms and covenants contained in this Agreement, and that Executive's execution and performance of this

Agreement will not violate or breach any other agreements between the Executive and any other person or entity. The Executive represents and warrants that he is eligible to work in the U.S., and has provided documentation of such to the Company as required by law.

14. COUNTERPARTS.

This Agreement may be executed in two counterparts, each of which shall be deemed an original, all of which together shall contribute one and the same instrument.

15. ARBITRATION.

To ensure the rapid and economical resolution of disputes that may arise in connection with the Executive's employment with the Company, the Executive and the Company agree that any and all disputes, claims, or causes of action, in law or equity, arising from or relating to Executive's employment, or the termination of that employment, will be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration in San Diego, California conducted by the Judicial Arbitration and Mediation Services (**"JAMS"**), or its successors, under the then current rules of JAMS for employment disputes; provided that the arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written arbitration decision including the arbitrator's essential findings and conclusions and a statement of the award. Both the Executive and the Company shall be entitled to all rights and remedies that either the Executive or the Company would be entitled to pursue in a court of law. The Company shall pay all fees in excess of those that would be required if the dispute were decided in a court of law, including the arbitrator's fee. Nothing in this Agreement is intended to prevent either the Executive or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Notwithstanding the foregoing, Executive and the Company each have the right to resolve any issue or dispute involving confidential, proprietary or trade secret information, or intellectual property rights, by court action instead of arbitration.

16. TRADE SECRETS OF OTHERS.

It is the understanding of both the Company and the Executive that the Executive shall not divulge to the Company and/or its Affiliates any confidential information or trade secrets belonging to others, including the Executive's former employers, nor shall the Company and/or its Affiliates seek to elicit from the Executive any such information. Consistent with the foregoing, the Executive shall not provide to the Company and/or its Affiliates, and the Company and/or its Affiliates shall not request, any documents or copies of documents containing such information.

17. ADVERTISING WAIVER .

Subject to the Executive's prior approval, which approval shall not be unreasonably conditioned, delayed, or withheld, the Executive agrees to permit the Company and/or its Affiliates, and persons or other organizations authorized by the Company and/or its Affiliates, to use, publish and distribute advertising or sales promotional literature concerning the products and/or services of the Company and/or its Affiliates, in which the Executive's name

and/or pictures of the Executive taken in the course of the Executive's provision of services to the Company and/or its Affiliates, appear. The Executive hereby waives and releases any claim or right the Executive may otherwise have arising out of such use, publication or distribution.

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

EXECUTIVE	**HAVANA FURNISHINGS, INC.**
/s/ Craig Hagopian	*/s/ Satoru Yukie*
Craig Hagopian	By: Satoru Yukie, Secretary

EXHIBIT A

RELEASE AND WAIVER OF CLAIMS

In consideration of the payments and other benefits set forth in the Employment Agreement dated April 23, 2013, to which this form is attached, I, **CRAIG HAGOPIAN** , hereby furnish **HAVANA FURNISHINGS, INC.** (the **"Company"**), with the following release and waiver (**"Release and Waiver"**).

In exchange for the consideration provided to me by the Employment Agreement that I am not otherwise entitled to receive, I hereby generally and completely release the Company and its directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, Affiliates, and assigns from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring prior to my signing this Release and Waiver. This general release includes, but is not limited to: (1) all claims arising out of or in any way related to my employment with the Company or the termination of that employment; (2) all claims related to my compensation or benefits from the Company, including, but not limited to, salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in the Company; (3) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (4) all tort claims, including, but not limited to, claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (5) all federal, state, and local statutory claims, including, but not limited to, claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act of 1967 (as amended) (**"ADEA"**), and the California Fair Employment and Housing Act (as amended). The foregoing shall not affect in any way my right to receive any severance or other benefits pursuant to and in accordance with the terms of Section 4 of the Employment Agreement in exchange for this effective Release and Waiver.

I also acknowledge that I have read and understand Section 1542 of the California Civil Code which reads as follows: " **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.** " I hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to any claims I may have against the Company.

I acknowledge that, among other rights, I am waiving and releasing any rights I may have under ADEA, that this Release and Waiver is knowing and voluntary, and that the consideration given for this Release and Waiver is in addition to anything of value to which I was already entitled as an executive of the Company. If I am 40 years of age or older upon execution of this Release and Waiver, I further acknowledge that I have been advised, as required by the Older Workers Benefit Protection Act, that: (a) the release and waiver granted herein does not relate to claims under the ADEA which may arise after this Release and Waiver is executed; (b) I have the right to consult with an attorney prior to executing this Release and Waiver (although I may

choose voluntarily not to do so); and (c) I have twenty-one (21) days from the date of termination of my employment with the Company in which to consider this Release and Waiver (although I may choose voluntarily to execute this Release and Waiver earlier); (d) I have seven (7) days following the execution of this Release and Waiver to revoke my consent to this Release and Waiver; and (e) this Release and Waiver shall not be effective until the seven (7) day revocation period has expired.

If I am less than 40 years of age upon execution of this Release and Waiver, I acknowledge that I have the right to consult with an attorney prior to executing this Release and Waiver (although I may choose voluntarily not to do so); and (c) I have five (5) days from the date of termination of my employment with the Company in which to consider this Release and Waiver (although I may choose voluntarily to execute this Release and Waiver earlier).

I acknowledge my continuing obligations under my Proprietary Information and Inventions Agreement , a copy of which is attached hereto as **Exhibit A** . Pursuant to the Proprietary Information and Inventions Agreement I understand that among other things, I must not use or disclose any confidential or proprietary information of the Company and I must immediately return all Company property and documents (including all embodiments of proprietary information) and all copies thereof in my possession or control. I understand and agree that my right to the severance pay I am receiving in exchange for my agreement to the terms of this Release and Waiver is contingent upon my continued compliance with my Proprietary Information and Inventions Agreement .

This Release and Waiver, including **Exhibit A** hereto, constitutes the complete, final and exclusive embodiment of the entire agreement between the Company and me with regard to the subject matter hereof. I am not relying on any promise or representation by the Company that is not expressly stated herein. This Release and Waiver may only be modified by a writing signed by both me and a duly authorized officer of the Company.

Date: April 23, 2013 By: /s/ *Craig Hagopian*
CRAIG HAGOPIAN

EXHIBIT B

EMPLOYEE CONFIDENTIALITY AND INVENTIONS ASSIGNMENT AGREEMENT

In consideration of my employment or continued employment by Havana Furnishings, Inc. (the ***"Company"***), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. CONFIDENTIALITY .

1.1 Nondisclosure; Recognition of Company's Rights. At all times during my employment and thereafter, I will hold in confidence and will not disclose, use, lecture upon, or publish any of Company's Confidential Information (defined below), except as such use is required in connection with my work for Company, or unless the Chief Executive Officer (the " **CEO** ") of Company expressly authorizes in writing such disclosure or publication. I will obtain the CEO's written approval before publishing or submitting for publication any material (written, oral, or otherwise) that relates to my work at Company and/or incorporates any Confidential Information. I hereby assign to Company any rights I have or acquire in any and all Confidential Information and recognize that all Confidential Information shall be the sole and exclusive property of Company and its assigns.

1.2 Confidential Information. The term " **Confidential Information** " shall mean any and all confidential knowledge, data or information related to Company's business or its actual or demonstrably anticipated research or development, including without limitation (a) trade secrets, inventions, ideas, processes, computer source and object code, data, formulae, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (c) information regarding the skills and compensation of Company's employees, contractors, and any other service providers of Company; and (d) the existence of any business discussions, negotiations, or agreements between Company and any third party.

1.3 Third Party Information. I understand, in addition, that Company has received and in the future will receive from third parties confidential or proprietary information (**"Third Party Information"**) subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in strict confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or use, except in connection with my work for Company, Third Party Information, unless expressly authorized by an officer of Company in writing.

1.4 No Improper Use of Information of Prior

Employers and Others. I represent that my employment by Company does not and will not breac agreement with any former employer, including any noncompete agreement or any agreement to k confidence information acquired by me in confidence or trust prior to my employment by Company. I represent that I have not entered into, and will not enter into, any agreement, either written or oral, in herewith. During my employment by Company, I will not improperly use or disclose any confidential infor or trade secrets of any former employer or other third party to whom I have an obligation of confidentiality will not bring onto the premises of Company or use any unpublished documents or any property belonging former employer or other third party to whom I have an obligation of confidentiality, unless consented writing by that former employer or person. I will use in the performance of my duties only information generally known and used by persons with training and experience comparable to my own, is common kno in the industry or otherwise legally in the public domain, or is otherwise provided or developed by Company.

2. INVENTIONS .

2.1 Inventions and Intellectual Property Rights. As used in this Agreement, the term **"Inven** means any ideas, concepts, information, materials, processes, data, programs, know-how, improve discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques a Intellectual Property Rights therein. The term **"Intellectual Property Rights"** means all trade secrets, copy trademarks, mask work rights, patents and other intellectual property rights recognized by the laws jurisdiction or country.

2.2 Prior Inventions. I agree that I will not incorporate, or permit to be incorporated, Prior Inve (defined below) in any Company Inventions (defined below) without Company's prior written consent. In ad I agree that I will not incorporate into any Company software or otherwise deliver to Company any softwar licensed under the GNU GPL or LGPL or any other license that, by its terms, requires or conditions the distribution of such code on the disclosure, licensing, or distribution of any source code owned or licens Company. I have disclosed on **Exhibit A** a complete list of all Inventions that I have, or I have caused to be or jointly with others, conceived, developed, or reduced to practice prior to the commencement of my

employment by Company, in which I have an ownership interest or which I have a license to use, and that I wish to have excluded from the scope of this Agreement (collectively referred to as " **Prior Inventions** "). If no Prior Inventions are listed in **Exhibit A** , I warrant that there are no Prior Inventions. If, in the course of my employment with Company, I incorporate a Prior Invention into a Company process, machine or other work, I hereby grant Company a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Prior Invention.

2.3 Assignment of Company Inventions. Subject to the section titled "Government or Third Party" and except for Inventions that I can prove qualify fully under the provisions of California Labor Code section 2870 and I have set forth in **Exhibit A** , I hereby assign and agree to assign in the future (when any such Inventions or Intellectual Property Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to Company all my right, title, and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, reduced to practice, or learned by me, either alone or with others, during the period of my employment by Company. Inventions assigned to Company or to a third party as directed by Company pursuant to the section titled "Government or Third Party" are referred to in this Agreement as **"Company Inventions."**

2.4 Obligation to Keep Company Informed. During the period of my employment and for one (1) year thereafter, I will promptly and fully disclose to Company in writing (a) all Inventions authored, conceived, or reduced to practice by me, either alone or with others, including any that might be covered under California Labor Code section 2870, and (b) all patent applications filed by me or in which I am named as an inventor or co-inventor.

2.5 Government or Third Party. I also agree to assign all my right, title, and interest in and to any particular Company Invention to a third party, including without limitation the United States, as directed by Company.

2.6 Enforcement of Intellectual Property Rights and Assistance. During the period of my employment and thereafter, I will assist Company in every proper way to obtain and enforce United States and foreign Intellectual Property Rights relating to Company Inventions in all countries. In the event Company is unable to secure my signature on any document needed in connection with such purposes, I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act on my behalf to execute and file any such documents and to do all other lawfully permitted acts to further such purposes with the same legal force and effect as if executed by me.

3. RECORDS. I agree to keep and maintain adequate and current records (in the form of notes, ske drawings and in any other form that is required by Company) of all Inventions made by me during the per my employment by Company, which records shall be available to, and remain the sole property of, Company times.

4. ADDITIONAL ACTIVITIES . I agree that (a) during the term of my employment by Company, I w without Company's express written consent, engage in any employment or business activity that is comp with, or would otherwise conflict with my employment by, Company, and (b) for the period of my employm Company and for one (l) year thereafter, I will not, either directly or indirectly, solicit or attempt to solic employee, independent contractor, or consultant of Company to terminate his, her or its relationship with Co in order to become an employee, consultant, or independent contractor to or for any other person or entity.

5. RETURN OF COMPANY PROPERTY. Upon termination of my employment or upon Company's r at any other time, I will deliver to Company all of Company's property, equipment, and documents, togethe all copies thereof, and any other material containing or disclosing any Inventions, Third Party Informat Confidential Information of Company and certify in writing that I have fully complied with the fore obligation. I agree that I will not copy, delete, or alter any information contained upon my Company co before I return it to Company. I further agree that any property situated on Company's premises and ow Company is subject to inspection by Company personnel at any time with or without notice. Prior to lea will cooperate with Company in attending an exit interview and completing and signing Company's termi statement.

6. NOTIFICATION OF NEW EMPLOYER . In the event that I leave the employ of Company, I l consent to the notification of my new employer of my rights and obligations under this Agreement, by Com providing a copy of this Agreement or otherwise.

7. GENERAL PROVISIONS .

7.1 Governing Law and Venue. This Agreement and any action related thereto will be gov controlled, interpreted, and defined by and under the laws of the State of California, without giving effect conflicts of laws principles that require the application of the law of a different state. I hereby expressly con the personal jurisdiction and venue in the state and federal courts for the county in which Company's pri place

of business is located for any lawsuit filed there against me by Company arising from or related to this Agreement.

7.2 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

7.3 Survival. This Agreement shall survive the termination of my employment and the assignment of this Agreement by Company to any successor-in-interest or other assignee and be binding upon my heirs and legal representatives.

7.4 Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by Company, nor shall it interfere in any way with my right or Company's right to terminate my employment at any time, with or without cause and with or without advance notice.

7.5 Notices . Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the signature page, by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

7.6 Injunctive Relief . I acknowledge that, because my services are personal and unique and bec
will have access to the Confidential Information of Company, any breach of this Agreement by me would
irreparable injury to Company for which monetary damages would not be an adequate remedy and, therefor
entitle Company to injunctive relief (including specific performance). The rights and remedies provided t
party in this Agreement are cumulative and in addition to any other rights and remedies available to such p
law or in equity.

7.7 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion w
be deemed a waiver of any other provision or of such provision on any other occasion.

7.8 Export . I agree not to export, directly or indirectly, any U.S. technical data acquired from Co
or any products utilizing such data, to countries outside the United States, because such export could
violation of the United States export laws or regulations.

7.9 Entire Agreement. The obligations pursuant to sections of this Agreement titled "Confident
and "Inventions" shall apply to any time during which I was previously employed, or am in the future emp
by Company as an independent contractor if no other agreement governs nondisclosure and assignm
inventions during such period. This Agreement is the final, complete and exclusive agreement of the partie
respect to the subject matters hereof and supersedes and merges all prior communications between us with r
to such matters. No modification of or amendment to this Agreement, or any waiver of any rights und
Agreement, will be effective unless in writing and signed by me and the CEO of Company. Any subs
change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreemer

CRAIG HAGOPIAN :

I acknowledge that I have read and understand this agreement and have been given the opportunity to discuss it with independent legal counsel.

/s/ Craig Hagopian
Craig Hagopian

HAVANA FURNISHINGS, INC. :

Accepted and agreed:

/s/ Satoru Yukie
By: Satoru Yukie, Secretary

538031 v3/SD

EXHIBIT A

INVENTIONS

1. Prior Inventions Disclosure. The following is a complete list of all Prior Inventions:

☐ None

☐ See immediately below:

_____

_____

2. Limited Exclusion Notification.

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any Invention that you develop entirely on your own time without using Company's equipment, supplies, facilities or trade secret information, except for those Inventions that either:

a. Relate at the time of conception or reduction to practice to Company's business, or actual or demonstrably anticipated research or development; or

b. Result from any work performed by you for Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an Invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or Invention covered by a contract between Company and the United States or any of its agencies requiring full title to such patent or Invention to be in the United States.

Exhibit 10.2

EXECUTIVE EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (the **"Agreement"**) is made and entered into April 23, 2013, by and between **HAVANA FURNISHINGS, INC.,** (the **"Company"**), and Satoru Yukie (the **"Executive"**). The Company and the Executive may be hereinafter collectively referred to as the **"Parties"** , and each individually referred to as a **"Party"** .

A. The Company desires assurance of the association and services of the Executive in order to retain the Executive's experience, skills, abilities, background and knowledge, and is willing to engage the Executive's services on the terms and conditions set forth in this Agreement.

B. The Executive desires to be in the employ of the Company, and is willing to accept such employment on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the foregoing recitals and the mutual promises and covenants herein contained, and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

1. EMPLOYMENT.

1.1 Effective Date. This agreement shall take effect as of May 1, 2013 (the "Effective Date").

1.2 Employment At Will. The Company hereby employs the Executive, and the Executive hereby accepts employment by the Company, upon the terms and conditions set forth in this Agreement. The Executive's employment with the Company shall be at will. Either the Executive or the Company may terminate the employment relationship at any time and for any reason, with or without cause or prior notice.

1.3 Title . The Executive shall have the title of "Chief Financial Officer", Chief Financial Officer, Treasurer, Secretary, and Chief Operations Officer and will also serve in such other capacity or capacities as the Company's Board of Directors (the **"Board"**) may from time to time prescribe. The Executive shall report to the Board.

1.4 Duties. The Executive shall do and perform all services, acts and things reasonably necessary or advisable to manage and conduct the business of the Company and that are normally associated with the position of Chief Executive Officer, as well as any other services, acts and things as may be required from time to time by the Board.

1.5 Location . Unless the Parties otherwise agree in writing, the Executive shall perform services pursuant to this Agreement from Company's home office in San Diego, California. In addition, the Company may from time to time require the Executive to travel temporarily to other locations in connection with the Company's business.

1.6 Policies and Practices. The employment relationship between the Parties shall be governed by this Agreement along with the policies and practices established by the Company and the Board. In the event that the terms of this Agreement differ from or are in conflict with the Company's policies or practices or the Company's Employee Handbook, this Agreement shall control.

2. LOYAL AND CONSCIENTIOUS PERFORMANCE; NONCOMPETITION.

2.1 Loyalty . During the Executive's employment by the Company, the Executive shall devote the Executive's business energies, interest, abilities and productive time based on a standard work week to the proper and efficient performance of the Executive's duties under this Agreement. The Executive is not precluded from devoting energies to non-Company related businesses, projects, and activities so long as they are not competitive and will not negatively affect the activities of the Company.

2.2 Covenant not to Compete . Except with the prior written consent of the Board, which shall not be unreasonably conditioned, delayed, or withheld, the Executive will not, during his employment with the Company or during any post-employment period when the Executive is receiving compensation or other consideration from the Company, including but not limited to severance pay pursuant to Section 4 herein, engage in competition with the Company and/or any of its Affiliates, either directly or indirectly, in any manner or capacity, as adviser, principal, agent, affiliate, promoter, partner, officer, director, employee, stockholder, owner, co-owner, consultant, or member of any association or otherwise, in any phase of the business of developing, manufacturing or marketing of products or services that are in the same field of use or which otherwise compete with the products or services or proposed products or services of the Company and/or any of its Affiliates. For purposes of this Agreement, "Affiliate" means, with respect to any specific entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified entity.

2.3 Agreement not to Participate in Company's Competitors . During his employment with the Company, the Executive agrees not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known by Executive to be adverse or antagonistic to the Company, its business, or prospects, financial or otherwise, or in any company, person, or entity that is, directly or indirectly, in competition with the business of the Company or any of its Affiliates. Ownership by the Executive, as a passive investment, of less than two percent (2%) of the outstanding shares of capital stock of any corporation with one or more classes of its capital stock listed on a national securities exchange or publicly traded on the Nasdaq Stock Market or in the over-the-counter market shall not constitute a breach of this paragraph.

3. COMPENSATION OF THE EXECUTIVE.

3.1 Base Salary. The Company shall pay the Executive based on the following Milestone Compensation Schedule. The base salary per year, less any required withholdings and deductions, payable in regular periodic payments in accordance with Company policy (the **"Base Salary"**). Executive shall be entitled and receive annual merit reviews by the Board.

MILESTONE COMPENSATION SCHEDULE:

Revenue/Value Creation Milestones	Annual Base USD$	Other
Initial salary upon execution of this Offer Letter.	$150,000	-Health Insurance Reimbursement (with proof)
After Company recognizes sales traction, revenue contribution, closing of additional financing or other value creation agreed to by the Board.	$180,000 Minimum	-Health Insurance Reimbursement (with proof)

3.2 Quarterly Bonus. In addition to the Executive's Base Salary, the Executive shall also be eligible to receive a quarterly bonus of up to Twenty-Five Thousand Dollars ($25,000.00) based on the achievement of quarterly milestones to be agreed upon by the Company and the Executive (the **"Quarterly Bonus"**). In the event the Company and the Executive do not agree upon the milestones, the Board shall establish the applicable milestones in its sole and absolute discretion. In order to earn any Bonus, the Executive must remain employed by the Company through the last day of the quarter for which the Bonus is awarded.

3.3 Stock Options. Subject to approval of the Board and the terms of the Company's Equity and Incentive Plan (the **"Plan"**), the Executive will be granted a stock option to purchase a number of shares of the Company's common stock that is not less than four percent (4%) of the Company's stock, which percentage shall be based on the fully-diluted capitalization of the Company as of the Effective Date of this Agreement (the **"Option"**). To the maximum extent possible, the Option shall be an Incentive Stock Option as such term is defined in Section 422 of the Internal Revenue Code of 1986, as amended. The Option will be governed by and granted pursuant to a separate Stock Option Agreement and the Plan. The exercise price per share of the Option will be equal to the fair market value of a share of the Company's common stock on the date of grant.

3.3.1 Vesting of Stock Options.

3.3.1.1 Subject to Section 3.3.1.2 below, twenty-five percent (25%) of the Option shall vest upon the Effective Date of this Agreement. The balance of the Option shall vest in equal installments on the last day of each month for eighteen (18) months thereafter, subject to the Executive's continued employment, such that the Executive shall be vested in full in the Option if he completes two (2) full years of employment with the Company. The Executive's right to exercise the vested shares, and all other rights and obligations with respect to the Option, will be as set forth in the stock option agreement, grant notice and applicable Plan documents.

3.3.1.2 Notwithstanding the provisions of Section 3.3.1.1 above, in the event of a Change in Control (as defined below) the Option shall be subject to partial or full accelerated vesting in accordance with the following provisions, and the Option shall terminate if not exercised at or prior to the effective time of the Change in Control:

(i) Subject to adjustment pursuant to subsection (iv), in the event of a Change in Control in which the net sale proceeds to the Company are equal to or exceed Five Million Dollars ($5,000,000.00) (excluding the conversion of any debt) (" **Trigger Amount A** "), fifty percent (50%) of the then unvested shares subject to the Option shall immediately vest contingent upon the Change in Control and effective as of the date immediately preceding the effective date of the Change in Control; or

(ii) Subject to adjustment pursuant to subsection (iv), in the event of a Change in Control in which the net sale proceeds to the Company are equal to or exceed Ten Million Dollars ($10,000,000.00) (excluding the conversion of any debt) (" **Trigger Amount B** "), seventy-five percent (75%) of the then unvested shares subject to the Option shall immediately vest contingent upon the Change in Control and effective as of the date immediately preceding the effective date of the Change in Control; or

(iii) Subject to adjustment pursuant to subsection (iv), in the event of a Change in Control in which the net sale proceeds to the Company are equal to or exceed Fifteen Million Dollars ($15,000,000.00) (excluding the conversion of any debt) or acceptance of Company on major exchange such as NASDAQ or other exchange (" **Trigger Amount C** "), one hundred percent (100%) of the then unvested shares subject to the Option shall immediately vest contingent upon the Change in Control and effective as of the date immediately preceding the effective date of the Change in Control.

3.4 Changes to Compensation. The Executive's compensation may be changed from time to time in the Company's discretion.

3.5 Employment Taxes . All of the Executive's compensation shall be subject to withholding taxes and any other employment taxes required by applicable law.

3.6 Benefits. The Executive shall be eligible to participate in the Company's standard employee benefit plans, subject to Company policy and the terms of the applicable plans or be reimbursed for benefits with proof of policy.

3.7 Expense Reimbursements. The Executive shall be entitled to be reimbursed for all reasonable business expenses incurred in connection with carrying on the Executive's duties hereunder in accordance with the Company's expense reimbursement policies.

4. TERMINATION.

4.1 Termination for Cause or Resignation Without Good Reason. If the Executive's employment is terminated by the Company for Cause (as defined below), or if the Executive voluntarily resigns his employment without Good Reason (as defined below), the Company shall pay the Executive all Base Salary and accrued but unused vacation benefits earned through the date of termination at the rate in effect at the time of termination, less standard deductions and withholdings. The Company shall thereafter have no further obligations to the Executive under this Agreement.

4.2 Termination Without Cause or Resignation for Good Reason. If the Company terminates the Executive's employment without Cause or if the Executive resigns for Good Reason, whether before or following a Change in Control (as defined below), the Company shall pay the Executive all Base Salary and accrued but unused vacation benefits earned through the date of termination at the rate in effect at the time of termination, less standard deductions and withholdings. In addition, upon the Executive furnishing to the Company an effective waiver and release of claims (in the form attached hereto as **Exhibit A** , or in such other form as may be required by the Company), the Executive shall also receive:

(i) if the termination date is on or before the second anniversary of the Effective Date, continuation of his Base Salary then in effect, less standard deductions and withholdings, for a period of six (6) months following the termination date; or

(ii) if the termination date is after the second anniversary of the Effective Date, continuation of his Base Salary then in effect, less standard deductions and withholdings, for a period of six (6) months following the termination date, plus an additional one (1) month continuation of Base Salary payments for every four (4) months that the Executive has been employed following the second anniversary of the Effective Date, up to a maximum total of twelve (12) months continuation of Base Salary payments following the termination date. For example, if the Executive is terminated without Cause or resigns for Good Reason nine (9) months following the second anniversary of the Effective Date, the Executive will receive a total of eight (8) months continuation of Base Salary payments.

4.3 Application of Internal Revenue Code Section 409A . If the Company determines that any severance benefit payment described in Section 4.2 above fails to satisfy the distribution requirement of Section 409A(a)(2)(A) of the Internal Revenue Code as a result of Section 409A(a)(2)(B)(i) of the Internal Revenue Code, the payment of such benefit shall be accelerated to the minimum extent necessary so that the benefit is not subject to the provisions of Section 409A(a)(1) of the Internal Revenue Code. (It is the intention of the preceding sentence to apply the short-term deferral provisions of Section 409A of the Internal Revenue Code, and the regulations and other guidance thereunder, to the Severance Benefits payments, and the payment schedule as revised after the application of the preceding sentence shall be referred to as the " ***Revised Payment Schedule*** .") However, if there is no Revised Payment Schedule that would avoid the application of Section 409A(a)(1) of the Internal Revenue Code, the payment of such benefits shall not be paid pursuant to a Revised Payment Schedule and instead shall be delayed to the minimum extent necessary so that such benefits are not subject to the provisions of Section 409A(a)(1) of the Internal Revenue Code. The Board may attach conditions to or adjust the amounts paid pursuant to this Section 4.4 to preserve, as closely as possible, the economic consequences that would have applied in the absence of this Section 4.4; *provided, however*, that no such condition or adjustment shall result in the payments being subject to Section 409A(a)(1) of the Internal Revenue Code.

4.4 **Definitions** . For purposes of this Agreement, the following terms shall have the following meanings:

4.4.1 **Cause** . **"Cause"** for the Company to terminate the Executive's employment hereunder shall mean a reasonable and good faith determination by the Board or any committee thereof that any of the following events has occurred or exists:

(a) the Executive's repeated failure satisfactorily to perform the Executive's job duties as set forth by the Board, provided that the Company first provides the Executive with written notice of such failure and a reasonable opportunity to cure the failure if the failure is subject to cure;

(b) the Executive's commission of an act that materially injures the business of the Company;

(c) the Executive's commission of any felony or any crime involving fraud, dishonesty or moral turpitude that is likely to inflict, or has inflicted, material injury on the business of the Company; or

(d) the Executive's material violation of any provision of Section 2 or Section 5 hereof and/or the Executive's Proprietary Information and Inventions Agreement with the Company.

4.4.2 **Good Reason.** For purposes of this Agreement, the Executive shall be deemed to have resigned for " **Good Reason** " if he voluntarily resigns immediately following:

(a) a material reduction in the Executive's compensation without the Executive's written consent, except in the case of a Board-approved reduction in salary applicable to the Company's executive management team; or

(b) a material change in the Executive's title and/or job duties without the Executive's written consent.

4.4.3 "Change in Control" shall mean a transaction (excluding in each case transactions in which securities are purchased from the Company for the principal purpose of raising capital for the Company) in which one of the following occurs:

(a) (A) a merger or consolidation occurs in which the Company is not the surviving entity, or (B) any reverse merger occurs in which the Company is the surviving entity, or (C) any merger involving a subsidiary of the Company occurs in which the Company is a surviving entity, but in each case in which holders of the Company's outstanding voting securities immediately prior to such transaction, as such, do not hold, immediately following such transaction, securities possessing fifty percent (50%) or more of the total combined voting power of the surviving entity's outstanding securities (in the case of clause (A)) or the Company's outstanding voting securities (in the case of clauses (B) and (C)); or

(b) all or substantially all of the Company's assets are sold of transferred other than in connection with an internal reorganization of the Company or the Company's complete liquidation (other than a liquidation of the Company into a wholly-owned subsidiary).

4.5 Parachute Payment. If any payment or benefit Executive would receive pursuant to a Change of Control or otherwise ("Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be reduced to the Reduced Amount. The "Reduced Amount" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in the Executive's receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in payments or benefits constituting "parachute payments" is necessary so that the Payment equals the Reduced Amount, reduction shall occur in the following order unless the Executive elects in writing a different order (provided, however, that such election shall be subject to Company approval if made on or after the effective date of the event that triggers the Payment): reduction of cash payments; cancellation of accelerated vesting of stock awards. In the event that acceleration of vesting of stock award compensation is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of Executive's stock awards unless the Executive elects in writing a different order for cancellation.

The accounting firm engaged by the Company for general audit purposes as of the day prior to the effective date of the Change of Control shall perform the foregoing calculations. If the accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the Change of Control, then the Company shall appoint a nationally recognized accounting firm to make the determinations required hereunder. The Company shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder.

The accounting firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to the Executive and the Company within fifteen (15) calendar days after the date on which the Executive's right to a Payment is triggered (if requested at that time by the Executive or the Company) or such other time as requested by the Executive or the Company. If the accounting firm determines that no Excise Tax is payable with respect to a Payment, either before or after the application of the Reduced Amount, it shall furnish the Executive and the Company with an opinion reasonably acceptable to the Executive that no Excise Tax will be imposed with respect to such Payment. Any good faith determinations of the accounting firm made hereunder shall be final, binding and conclusive upon the Executive and the Company.

4.6 Survival of Certain Provisions. Sections 2.2, 4, 5, 15, and 17 shall survive the termination of this Agreement.

5. CONFIDENTIAL AND PROPRIETARY INFORMATION; NONSOLICITATION .

5.1 As a condition of employment, the Executive agrees to execute and abide by the Proprietary Information and Inventions Agreement attached hereto as **Exhibit B** .

5.2 While employed by the Company and for one (1) year thereafter, the Executive agrees that in order to protect the Company's trade secrets and confidential and proprietary information from unauthorized use, the Executive will not, either directly or through others, solicit or attempt to solicit any employee, consultant or independent contractor of the Company to terminate his or her relationship with the Company in order to become an employee, consultant or independent contractor to or for any other person or business entity.

6. ASSIGNMENT AND BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the Executive and the Executive's heirs, executors, personal representatives, assigns, administrators and legal representatives. Because of the unique and personal nature of the Executive's duties under this Agreement, neither this Agreement nor any rights or obligations under this Agreement shall be assignable by the Executive. This Agreement shall be binding upon and inure to the benefit of the Company and its successors, assigns and legal representatives.

7. CHOICE OF LAW.

This Agreement is made in San Diego, California. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of California.

8. INTEGRATION.

This Agreement, including Exhibits A and B, contains the complete, final and exclusive agreement of the Parties relating to the terms and conditions of the Executive's employment and the termination of the Executive's employment, and supersedes any prior or contemporaneous oral or written employment agreements or arrangements between the Parties, including the Consulting Agreement. To the extent this Agreement conflicts with the Proprietary Information and Inventions Agreement attached as Exhibit B hereto, the Proprietary Information and Inventions Agreement controls.

9. AMENDMENT.

This Agreement cannot be amended or modified except by a written agreement signed by the Executive and a member of the Board other than the Executive.

10. WAIVER.

No term, covenant, or condition of this Agreement or any breach thereof shall be deemed waived, except with the written consent of the Party against whom the wavier is claimed, and any waiver or any such term, covenant, condition or breach shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other term, covenant, condition or breach.

11. SEVERABILITY.

The finding by a court of competent jurisdiction of the unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal. Such court shall have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision that most accurately represents the Parties' intentions with respect to the invalid or unenforceable term or provision.

12. INTERPRETATION; CONSTRUCTION.

The headings set forth in this Agreement are for convenience of reference only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing the Company, but the Executive has been encouraged to consult with the Executive's own independent counsel with respect to the terms of this Agreement. The Parties acknowledge that each Party and its counsel have reviewed and revised, or have had an opportunity to review and revise, this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

13. REPRESENTATIONS AND WARRANTIES.

The Executive represents and warrants that the Executive is not restricted or prohibited, contractually or otherwise, from entering into and performing each of the terms and covenants contained in this Agreement, and that Executive's execution and performance of this Agreement will not violate or breach any other agreements between the Executive and any other person or entity. The Executive represents and warrants that he is eligible to work in the U.S., and has provided documentation of such to the Company as required by law.

14. COUNTERPARTS.

This Agreement may be executed in two counterparts, each of which shall be deemed an original, all of which together shall contribute one and the same instrument.

15. ARBITRATION.

To ensure the rapid and economical resolution of disputes that may arise in connection with the Executive's employment with the Company, the Executive and the Company agree that any and all disputes, claims, or causes of action, in law or equity, arising from or relating to Executive's employment, or the termination of that employment, will be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration in San Diego, California conducted by the Judicial Arbitration and Mediation Services (**"JAMS"**), or its successors, under the then current rules of JAMS for employment disputes; provided that the arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written arbitration decision including the arbitrator's essential findings and conclusions and a statement of the award. Both the Executive and the Company shall be entitled to all rights and remedies that either the Executive or the Company would be entitled to pursue in a court of law. The Company shall pay all fees in excess of those that would be required if the dispute were decided in a court of law, including the arbitrator's fee. Nothing in this Agreement is intended to prevent either the Executive or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Notwithstanding the foregoing, Executive and the Company each have the right to resolve any issue or dispute involving confidential, proprietary or trade secret information, or intellectual property rights, by court action instead of arbitration.

16. TRADE SECRETS OF OTHERS.

It is the understanding of both the Company and the Executive that the Executive shall not divulge to the Company and/or its Affiliates any confidential information or trade secrets belonging to others, including the Executive's former employers, nor shall the Company and/or its Affiliates seek to elicit from the Executive any such information. Consistent with the foregoing, the Executive shall not provide to the Company and/or its Affiliates, and the Company and/or its Affiliates shall not request, any documents or copies of documents containing such information.

17. ADVERTISING WAIVER .

Subject to the Executive's prior approval, which approval shall not be unreasonably conditioned, delayed, or withheld, the Executive agrees to permit the Company and/or its Affiliates, and persons or other organizations authorized by the Company and/or its Affiliates, to use, publish and distribute advertising or sales promotional literature concerning the products and/or services of the Company and/or its Affiliates, in which the Executive's name and/or pictures of the Executive taken in the course of the Executive's provision of services to the Company and/or its Affiliates, appear. The Executive hereby waives and releases any claim or right the Executive may otherwise have arising out of such use, publication or distribution.

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

EXECUTIVE	**HAVANA FURNISHINGS, INC.**
/s/ Satoru Yukie	*/s/ Craig Hagopian*
Satoru Yukie	By: Craig Hagopian, Pesident

EXHIBIT A

RELEASE AND WAIVER OF CLAIMS

In consideration of the payments and other benefits set forth in the Employment Agreement dated April 23, 2013, to which this form is attached, I, **SATORU YUKIE** , hereby furnish **HAVANA FURNISHINGS, INC.** (the **"Company"**), with the following release and waiver (**"Release and Waiver"**).

In exchange for the consideration provided to me by the Employment Agreement that I am not otherwise entitled to receive, I hereby generally and completely release the Company and its directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, Affiliates, and assigns from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring prior to my signing this Release and Waiver. This general release includes, but is not limited to: (1) all claims arising out of or in any way related to my employment with the Company or the termination of that employment; (2) all claims related to my compensation or benefits from the Company, including, but not limited to, salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in the Company; (3) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (4) all tort claims, including, but not limited to, claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (5) all federal, state, and local statutory claims, including, but not limited to, claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act of 1967 (as amended) (**"ADEA"**), and the California Fair Employment and Housing Act (as amended). The foregoing shall not affect in any way my right to receive any severance or other benefits pursuant to and in accordance with the terms of Section 4 of the Employment Agreement in exchange for this effective Release and Waiver.

I also acknowledge that I have read and understand Section 1542 of the California Civil Code which reads as follows: " **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.** " I hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to any claims I may have against the Company.

I acknowledge that, among other rights, I am waiving and releasing any rights I may have under ADEA, that this Release and Waiver is knowing and voluntary, and that the consideration given for this Release and Waiver is in addition to anything of value to which I was already entitled as an executive of the Company. If I am 40 years of age or older upon execution of this Release and Waiver, I further acknowledge that I have been advised, as required by the Older Workers Benefit Protection Act, that: (a) the release and waiver granted herein does not relate to claims under the ADEA which may arise after this Release and Waiver is executed; (b) I have the right to consult with an attorney prior to executing this Release and Waiver (although I may

choose voluntarily not to do so); and (c) I have twenty-one (21) days from the date of termination of my employment with the Company in which to consider this Release and Waiver (although I may choose voluntarily to execute this Release and Waiver earlier); (d) I have seven (7) days following the execution of this Release and Waiver to revoke my consent to this Release and Waiver; and (e) this Release and Waiver shall not be effective until the seven (7) day revocation period has expired.

If I am less than 40 years of age upon execution of this Release and Waiver, I acknowledge that I have the right to consult with an attorney prior to executing this Release and Waiver (although I may choose voluntarily not to do so); and (c) I have five (5) days from the date of termination of my employment with the Company in which to consider this Release and Waiver (although I may choose voluntarily to execute this Release and Waiver earlier).

I acknowledge my continuing obligations under my Proprietary Information and Inventions Agreement , a copy of which is attached hereto as **Exhibit A** . Pursuant to the Proprietary Information and Inventions Agreement I understand that among other things, I must not use or disclose any confidential or proprietary information of the Company and I must immediately return all Company property and documents (including all embodiments of proprietary information) and all copies thereof in my possession or control. I understand and agree that my right to the severance pay I am receiving in exchange for my agreement to the terms of this Release and Waiver is contingent upon my continued compliance with my Proprietary Information and Inventions Agreement .

This Release and Waiver, including **Exhibit A** hereto, constitutes the complete, final and exclusive embodiment of the entire agreement between the Company and me with regard to the subject matter hereof. I am not relying on any promise or representation by the Company that is not expressly stated herein. This Release and Waiver may only be modified by a writing signed by both me and a duly authorized officer of the Company.

Date: April 23, 2013 By: */s/ Satoru Yukie*
SATORU YUKIE

EXHIBIT B

EMPLOYEE CONFIDENTIALITY AND INVENTIONS ASSIGNMENT AGREEMENT

In consideration of my employment or continued employment by Havana Furnishings, Inc. (the ***"Company"***), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. CONFIDENTIALITY .

1.1 Nondisclosure; Recognition of Company's Rights. At all times during my employment and thereafter, I will hold in confidence and will not disclose, use, lecture upon, or publish any of Company's Confidential Information (defined below), except as such use is required in connection with my work for Company, or unless the Chief Executive Officer (the " **CEO** ") of Company expressly authorizes in writing such disclosure or publication. I will obtain the CEO's written approval before publishing or submitting for publication any material (written, oral, or otherwise) that relates to my work at Company and/or incorporates any Confidential Information. I hereby assign to Company any rights I have or acquire in any and all Confidential Information and recognize that all Confidential Information shall be the sole and exclusive property of Company and its assigns.

1.2 Confidential Information. The term " **Confidential Information** " shall mean any and all confidential knowledge, data or information related to Company's business or its actual or demonstrably anticipated research or development, including without limitation (a) trade secrets, inventions, ideas, processes, computer source and object code, data, formulae, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (c) information regarding the skills and compensation of Company's employees, contractors, and any other service providers of Company; and (d) the existence of any business discussions, negotiations, or agreements between Company and any third party.

1.3 Third Party Information. I understand, in addition, that Company has received and in the future will receive from third parties confidential or proprietary information (**"Third Party Information"**) subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in strict confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or use, except in connection with my work for Company, Third Party Information, unless expressly authorized by an officer of Company in writing.

1.4 No Improper Use of Information of Prior

Employers and Others. I represent that my employment by Company does not and will not breac agreement with any former employer, including any noncompete agreement or any agreement to k confidence information acquired by me in confidence or trust prior to my employment by Company. I represent that I have not entered into, and will not enter into, any agreement, either written or oral, in herewith. During my employment by Company, I will not improperly use or disclose any confidential infor or trade secrets of any former employer or other third party to whom I have an obligation of confidentiality will not bring onto the premises of Company or use any unpublished documents or any property belonging former employer or other third party to whom I have an obligation of confidentiality, unless consented writing by that former employer or person. I will use in the performance of my duties only information generally known and used by persons with training and experience comparable to my own, is common kno in the industry or otherwise legally in the public domain, or is otherwise provided or developed by Company.

2. INVENTIONS .

2.1 Inventions and Intellectual Property Rights. As used in this Agreement, the term **"Inven** means any ideas, concepts, information, materials, processes, data, programs, know-how, improve discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques a Intellectual Property Rights therein. The term **"Intellectual Property Rights"** means all trade secrets, copy trademarks, mask work rights, patents and other intellectual property rights recognized by the laws jurisdiction or country.

2.2 Prior Inventions. I agree that I will not incorporate, or permit to be incorporated, Prior Inve (defined below) in any Company Inventions (defined below) without Company's prior written consent. In ad I agree that I will not incorporate into any Company software or otherwise deliver to Company any softwar licensed under the GNU GPL or LGPL or any other license that, by its terms, requires or conditions the distribution of such code on the disclosure, licensing, or distribution of any source code owned or licens Company. I have disclosed on **Exhibit A** a complete list of all Inventions that I have, or I have caused to be or jointly with others, conceived, developed, or reduced to practice prior to the commencement of my

employment by Company, in which I have an ownership interest or which I have a license to use, and that I wish to have excluded from the scope of this Agreement (collectively referred to as " **Prior Inventions** "). If no Prior Inventions are listed in **Exhibit A** , I warrant that there are no Prior Inventions. If, in the course of my employment with Company, I incorporate a Prior Invention into a Company process, machine or other work, I hereby grant Company a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Prior Invention.

2.3 Assignment of Company Inventions. Subject to the section titled "Government or Third Party" and except for Inventions that I can prove qualify fully under the provisions of California Labor Code section 2870 and I have set forth in **Exhibit A** , I hereby assign and agree to assign in the future (when any such Inventions or Intellectual Property Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to Company all my right, title, and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, reduced to practice, or learned by me, either alone or with others, during the period of my employment by Company. Inventions assigned to Company or to a third party as directed by Company pursuant to the section titled "Government or Third Party" are referred to in this Agreement as **"Company Inventions."**

2.4 Obligation to Keep Company Informed. During the period of my employment and for one (1) year thereafter, I will promptly and fully disclose to Company in writing (a) all Inventions authored, conceived, or reduced to practice by me, either alone or with others, including any that might be covered under California Labor Code section 2870, and (b) all patent applications filed by me or in which I am named as an inventor or co-inventor.

2.5 Government or Third Party. I also agree to assign all my right, title, and interest in and to any particular Company Invention to a third party, including without limitation the United States, as directed by Company.

2.6 Enforcement of Intellectual Property Rights and Assistance. During the period of my employment and thereafter, I will assist Company in every proper way to obtain and enforce United States and foreign Intellectual Property Rights relating to Company Inventions in all countries. In the event Company is unable to secure my signature on any document needed in connection with such purposes, I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act on my behalf to execute and file any such documents and to do all other lawfully permitted acts to further such purposes with the same legal force and effect as if executed by me.

3. RECORDS. I agree to keep and maintain adequate and current records (in the form of notes, ske drawings and in any other form that is required by Company) of all Inventions made by me during the per my employment by Company, which records shall be available to, and remain the sole property of, Company times.

4. ADDITIONAL ACTIVITIES . I agree that (a) during the term of my employment by Company, I w without Company's express written consent, engage in any employment or business activity that is comp with, or would otherwise conflict with my employment by, Company, and (b) for the period of my employm Company and for one (l) year thereafter, I will not, either directly or indirectly, solicit or attempt to solic employee, independent contractor, or consultant of Company to terminate his, her or its relationship with Co in order to become an employee, consultant, or independent contractor to or for any other person or entity.

5. RETURN OF COMPANY PROPERTY. Upon termination of my employment or upon Company's r at any other time, I will deliver to Company all of Company's property, equipment, and documents, togethe all copies thereof, and any other material containing or disclosing any Inventions, Third Party Informat Confidential Information of Company and certify in writing that I have fully complied with the for obligation. I agree that I will not copy, delete, or alter any information contained upon my Company co before I return it to Company. I further agree that any property situated on Company's premises and ow Company is subject to inspection by Company personnel at any time with or without notice. Prior to lea will cooperate with Company in attending an exit interview and completing and signing Company's termi statement.

6. NOTIFICATION OF NEW EMPLOYER . In the event that I leave the employ of Company, I l consent to the notification of my new employer of my rights and obligations under this Agreement, by Com providing a copy of this Agreement or otherwise.

7. GENERAL PROVISIONS .

7.1 Governing Law and Venue. This Agreement and any action related thereto will be gov controlled, interpreted, and defined by and under the laws of the State of California, without giving effect conflicts of laws principles that require the application of the law of a different state. I hereby expressly con the personal jurisdiction and venue in the state and federal courts for the county in which Company's pri place

of business is located for any lawsuit filed there against me by Company arising from or related to this Agreement.

7.2 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

7.3 Survival. This Agreement shall survive the termination of my employment and the assignment of this Agreement by Company to any successor-in-interest or other assignee and be binding upon my heirs and legal representatives.

7.4 Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by Company, nor shall it interfere in any way with my right or Company's right to terminate my employment at any time, with or without cause and with or without advance notice.

7.5 Notices . Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the signature page, by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

7.6 Injunctive Relief . I acknowledge that, because my services are personal and unique and bec will have access to the Confidential Information of Company, any breach of this Agreement by me would irreparable injury to Company for which monetary damages would not be an adequate remedy and, therefor entitle Company to injunctive relief (including specific performance). The rights and remedies provided t party in this Agreement are cumulative and in addition to any other rights and remedies available to such p law or in equity.

7.7 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion w be deemed a waiver of any other provision or of such provision on any other occasion.

7.8 Export . I agree not to export, directly or indirectly, any U.S. technical data acquired from Co or any products utilizing such data, to countries outside the United States, because such export could violation of the United States export laws or regulations.

7.9 Entire Agreement. The obligations pursuant to sections of this Agreement titled "Confident and "Inventions" shall apply to any time during which I was previously employed, or am in the future emp by Company as an independent contractor if no other agreement governs nondisclosure and assignm inventions during such period. This Agreement is the final, complete and exclusive agreement of the partie respect to the subject matters hereof and supersedes and merges all prior communications between us with r to such matters. No modification of or amendment to this Agreement, or any waiver of any rights und Agreement, will be effective unless in writing and signed by me and the CEO of Company. Any subs change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreemer

SATORU YUKIE :

I acknowledge that I have read and understand this agreement and have been given the opportunity to discuss it with independent legal counsel.

/s/ Satoru Yukie
Satoru Yukie

HAVANA FURNISHINGS, INC. :

Accepted and agreed:

/s/ Craig Hagopian
By: Craig Hagopian, President

EXHIBIT A

INVENTIONS

1. Prior Inventions Disclosure. The following is a complete list of all Prior Inventions:

☐ None

☐ See immediately below:

_____

_____

2. Limited Exclusion Notification.

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any Invention that you develop entirely on your own time without using Company's equipment, supplies, facilities or trade secret information, except for those Inventions that either:

a. Relate at the time of conception or reduction to practice to Company's business, or actual or demonstrably anticipated research or development; or

b. Result from any work performed by you for Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an Invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or Invention covered by a contract between Company and the United States or any of its agencies requiring full title to such patent or Invention to be in the United States.

Exhibit 16.1

April 25, 2013

Office of the Chief Accountant
Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549

We have read Item 4.01 included in the Form 8-K to be filed this week of Havana Furnishings, Inc. with the Securities and Exchange Commission and are in agreement with the statements related to our firm .

Sincerely,

/s/MaloneBailey, LLP

MaloneBailey, LLP
Houston, Texas
www.malone-bailey.com

Exhibit 99.01

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders of
NUZEE Co., Ltd.:

We have audited the accompanying balance sheet of Nuzee Co., Ltd. (the "Company") as of September 30, 2012, and the related statements of operations, changes in stockholders' equity, and cash flows for the period from inception, November 9, 2011 to September 30, 2012. 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 the standards of the Public Company Accounting Oversight Board (United States of America). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. 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 the above present fairly, in all material respects, the financial position of Nuzee Co., Ltd. as of September 30, 2012, and the results of its operations and cash flows from inception November 9, 2011 to September 30, 2012 in conformity with accounting principles generally accepted in the United States of America.

/s/ Anton & Chia, LLP

San Diego, California
April 10 , 2013

NUZEE Co., Ltd.
(A Development Stage Company)
BALANCE SHEET

		September 30, 2012
ASSETS		
Current Assets		
Cash	$	165,484
Inventories, net		73,241
Prepaid expenses and deposits		14,938
Total current assets		253,663
Equipment, net		2,475
Intellectual property		42,818
Total Assets	$	298,956
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities		
Accounts payable	$	79,886
Other Liabilities, including advanced from shareholder		156,721
Total Current Liabilities		236,607
Stockholders' Equity		
Common Stock; no par value 50,000,000 shares authorized, 30,400,000 shares issued and outstanding		
Additional paid in capital		347,407
Accumulated deficit		(285,058)
Total Stockholders' Equity		62,349
Total Liabilities and Stockholders' Equity	$	298,956

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

NUZEE Co., Ltd.
(A Development Stage Company)
STATEMENTS OF OPERATIONS

	For the period from November 9, 2011 (Inception) to September 30, 2012
Revenues	$ -
Cost of revenues	89,552
Gross loss	(89,552)
Operating expenses	195,506
Loss from operations	(285,058)
Other Income	-
Net loss	$ (285,058)

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

NUZEE Co., Ltd.
(A Development Stage Company)
STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
For the period from November 7, 2011 (Inception) to September 30, 2012

	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Accumulated Deficit	Total Stockholders' Equity
Balance, November 9, 2011	-	-	$ -	$ -	$ -
Common Stock issued	30,400,000	-	347,407	-	347,407
Net Loss	-	-	-	(285,058)	(285,058)
Balance, September 30, 2012	30,400,000	-	$ 347,407	$ (285,058)	$ 62,349

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

NUZEE Co., Ltd.
(A Development Stage Company)
STATEMENTS OF CASH FLOWS

		For the period from November 9, 2011 (Inception) to September 30, 2012
Operating Activities:		
Net loss	$	(285,058)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation		124
Provision for obsolete inventory		80,422
Changes in operating assets and liabilities:		
Inventories		(153,664)
Prepaid expenses and deposits		(14,937)
Accounts payable & other		86,897
Net cash used in operating activities		(286,216)
Investing Activities:		
Purchase of equipment		(2,599)
Net cash used by investing activities		(2,599)
Financing Activities:		
Advances from Stockholder, net		149,710
Proceeds from issuance of common stock		304,589
Net cash provided by financing activities		454,299
Net change in cash		165,484
Cash, beginning of period		-
Cash, end of period	$	165,484
Supplemental disclosure of cash flow information:		
Cash paid for interest		-
Cash Paid for taxes		-
Non-Cash Investing and Financing Activities:		
The Company issued $42,818 in common stock in exchange for acquisition of intellectual property rights.		

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

NUZEE Co., Ltd.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
September 30, 2012

1. ORGANIZATION

Nuzee Co., Ltd.("Company") was incorporated on November 9, 2011 in California, and is registered to do business in California. The Company is affiliated with international businesses that distribute the same products in Asia. The Company is a start-up organization which intends to market and distribute primarily energy products. Additionally, while the Company primarily intends to purchase its proprietary products and resell, the Company may also engage in contract manufacturing, where the Company purchases raw materials, and retains a contract converter to process the raw materials into finished products for resale.

2. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying audited financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"), and include all the notes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments considered necessary for fair presentation of the financial statements have been included.

The summary of significant accounting policies presented below is designed to assist in understanding the Company's financial statements. Such financial statements and accompanying notes are the representations of the Company's management, who are responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America ("GAAP") in all material respects, and have been consistently applied in preparing the accompanying financial statements. The Company is classified as a development stage enterprise under GAAP and has not generated any revenues from its principal operations as of September 30, 2012.

Development Stage and Capital Resources
Since its inception, the Company has devoted substantially all of its efforts to business planning, research and development, recruiting management and technical staff, acquiring operating assets and raising capital. Accordingly, the Company is considered to be in the development stage as defined in GAAP . The Company has not generated revenues from its principal operations, and there is no assurance of future revenues. As of September 30, 2012, the Company had an accumulated deficit from inception of $285,058.

The Company's activities will necessitate significant uses of working capital beyond 2012. Additionally, the Company's capital requirements will depend on many factors, including the success of the Company's continued marketing efforts and the status of competitive products. The Company plans to continue financing its operations with cash received from financing activities, more specifically from equity contributions.

While the Company strongly believes that its capital resources will be sufficient in the near term, there is no assurance that the Company's activities will generate sufficient revenues to sustain its operations without additional capital or if additional capital is needed, that such funds, if available, will be obtainable on terms satisfactory to the Company.

Use of Estimates
In preparing these financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amount of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Fair Value of Financial Instruments
The Company's financial instruments include cash, accounts payable, and accrued liabilities. The estimated fair value of these instruments approximates its carrying amount due to the short maturity of these instruments.

Cash and Cash Equivalents
The Company considers all highly-liquid investments with maturities of three months or less when purchased to be cash equivalents. The Company had no cash equivalents as of September 30, 2012.

Concentration of Credit Risk
Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents. The Company places its cash with high quality banking institutions. From time to time, the Company may maintain cash balances at certain institutions in excess of the Federal Deposit Insurance Corporation limit.

Revenue Recognition
The Company is in the development stage and has yet to realize revenues from planned operations. The Company will recognize revenue only when the price is fixed and determinable, persuasive evidence of an arrangement exists, the products are delivered and collectability of the resulting receivable is reasonably assured. The Company has not recorded any sales transactions since inception.

Inventory
Inventory, consisting principally of products held for resale, is stated at the lower of cost, using the weighted average cost method or net realizable value. The Company review inventory levels at least annual and records a valuation allowance when appropriate. At September 30, 2012 the Company concluded there was an impairment to the carrying value of the inventory of $80,422, the amount reflected on the balance sheet is net of this adjustment.

Equipment, net
Equipment is stated at cost. The Company depreciates equipment on a straight line basis. Office Equipment is depreciated over a 3 year life, vehicles over a 5 year life, and other assets over a 10 year life. Depreciation expense for the year ended September 30, 2012 was $124. Repair and Maintenance costs are expensed as incurred.

Samples
The Company distributes samples of its products as a component of its marketing program. Costs for samples are expensed at the time the samples are shipped.

Long-Lived Assets
In accordance with ASC 350-30 (formerly SFAS No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets*), the Company evaluates long-lived assets for impairment whenever events or changes in circumstances indicate that their then carrying values may not be recoverable. When such factors and circumstances exist, the Company compares the projected undiscounted future cash flows associated with the related asset or group of assets over their estimated useful lives against their respective carrying amount. Impairment, if any, is based on the excess of the carrying amount over the fair value, based on market value when available, or discounted expected cash flows, of those assets and is recorded in the period in which the determination is made. The Company's management currently believes there is no impairment of its long-lived assets. There can be no assurance however, that market conditions will not change or demand for the Company's products under development will continue. Either of these could result in future impairment of long-lived assets. The Company acquired intellectual property during September 2012, the first test of impairment will be made prior to September 30, 2013.

Income Taxes
As a result of the implementation of certain provisions of ASC 740, *Income Taxes* , (formerly FIN 48, *Accounting for Uncertainty in Income Taxes – An Interpretation of FASB Statement No. 109)*, ("ASC 740"), which clarifies the accounting and disclosure for uncertainty in tax positions, as defined. ASC 740 seeks to reduce the diversity in practice associated with certain aspects of the recognition and measurement related to accounting for income taxes.

In 2012, the Company adopted Accounting for Uncertain Income Taxes under the provisions of ASC 740. ASC 740 clarifies the accounting for income taxes by prescribing a minimum recognition threshold a tax position is required to meet before being recognized in the financial statements. It also provides guidance on derecognition, measurement, classification, interest and penalties, accounting in interim periods, disclosure and transition. The Company did not recognize any additional liability for unrecognized tax benefits as a result of the adoption of ASC 740. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Valuation allowances are established when it is more likely than not that some or all of the deferred tax assets will not be realized.

We believe that our income tax filing positions and deductions will be sustained on audit and do not anticipate any adjustments that will result in a material change to our financial position. Therefore, no reserves for uncertain income tax positions have been recorded pursuant to ASC 740. In addition, we did not record a cumulative effect adjustment related to the adoption of ASC 740. Our policy for recording interest and penalties associated with income-based tax audits is to record such items as a component of income taxes.

Our tax provision determined using an estimate of our annual effective tax rate using enacted tax rates expected to apply to taxable income in the years in which they are earned, adjusted for discrete items, if any, that are taken into account in the relevant period. Each quarter we update our estimate of the annual effective tax rate, and if our estimated tax rate changes, we make a cumulative adjustment .

Recent Accounting Pronouncements

Effective January 2012, the Company adopted ASU No. 2011-04, Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs (ASU 2011-04). ASU 2011-04 represents the converged guidance of the Financial Accounting Standards Board (FASB) and the International Accounting Standards Board (IASB) on fair value measurement. A variety of measures are included in the update intended to either clarify existing fair value measurement requirements, change particular principles requirements for measuring fair value or for disclosing information about fair value measurements. For many of the requirements, the FASB does not intend to change the application of existing requirements under Accounting Standards Codification (ASC) Topic 820, Fair Value Measurements. ASU 2011-04 was effective for interim and annual periods beginning after December 15, 2011. The adoption of this update did not have a material impact on the financial statements.

Effective January 2012, the Company adopted ASU No. 2011-05, Presentation of Comprehensive Income (ASU 2011-05). ASU 2011-05 is intended to increase the prominence of items reported in other comprehensive income and to facilitate convergence of accounting guidance in this area with that of the IASB. The amendments require that all nonowner changes in shareholders' equity be presented in a single continuous statement of comprehensive income or in two separate but consecutive statements. In December 2011, the FASB issued ASU No. 2011-12, Comprehensive Income (Topic 220): Deferral of the Effective Date for Amendments to the Presentation of Reclassifications of Items Out of Accumulated Other Comprehensive Income in Accounting Standards Update No. 2011-05 (ASU 2011-12). ASU 2011-12 defers the provisions of ASU 2011-05 that require the presentation of reclassification adjustments on the face of both the statement of income and statement of other comprehensive income. Amendments under ASU 2011-05 that were not deferred under ASU 2011-12 will be applied retrospectively for fiscal years, and interim periods within those years, beginning after December 15, 2011. The adoption of this update did not have a material impact on the financial statements.

In December 2011, the FASB issued ASU No. 2011-11, Balance Sheet (Topic 210): Disclosures about Offsetting Assets and Liabilities (ASU 2011-11). The amendments in ASU 2011-11 require the disclosure of information on offsetting and related arrangements for financial and derivative instruments to enable users of its financial statements to understand the effect of those arrangements on its financial position. Amendments under ASU 2011-11 will be applied retrospectively for fiscal years, and interim periods within those years, beginning after January 1, 2013. The Company is evaluating the effect, if any, adoption of ASU 2011-11 will have on its financial statements.

In February 2013, the FASB issued ASU No. 2013-02, Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive (ASU 2013-02). This guidance is the culmination of the FASB's deliberation on reporting reclassification adjustments from accumulated other comprehensive income (AOCI). The amendments in ASU

2013-02 do not change the current requirements for reporting net income or other comprehensive income. However, the amendments require disclosure of amounts reclassified out of AOCI in its entirety, by component, on the face of the statement of operations or in the notes thereto. Amounts that are not required to be reclassified in their entirety to net income must be crossreferenced to other disclosures that provide additional detail. This standard is effective prospectively for annual and interim reporting periods beginning after December 15, 2012. The Company is evaluating the effect, if any, the adoption of ASU 2013-02 will have on its consolidated financial statements.

3. EQUIPMENT – NET

Equipment consists of the following as of September 30, 2012:

	September 30, 2012
Office equipment	$ 2,599
Less accumulated depreciation	124
Equipment – net	$ 2,475

Office Equipment is stated at cost and depreciated on a straight-line basis over an estimated useful life of 3 years.

4. COMMON STOCK

On September 7, 2012, the Company issued 1,520,000 shares of common stock to each of three subscribers for cash pursuant to a stock purchase agreement. The shares were issued at the value of $.0001 per share for total proceeds of $456

Also, on September 7, 2012 the Company issued 1,216,000 shares of common stock to a subscriber for cash pursuant to a stock purchase agreement. The shares were issued at the value of $.0001 per share for total proceeds of $122.

On September 17, 2012 the Company entered into a stock purchase agreement to issue 3,040,000 shares of common stock at the estimated fair market value of $.014085 per share in exchange for an assignment of certain intellectual property rights to one of the Company's principal product offerings. These shares were valued at $42,818.

Also, on September 17, 2012 the Company issued 21,584,000 shares of common stock to a subscriber for cash pursuant to a stock purchase agreement. The shares were issued at the value of $.014085 per share for total proceeds of $304,011.

5. RELATED PARTY TRANSACTIONS

The Company purchased $10,454 of skin care products, for resale, from an entity controlled by the Company's majority shareholder. Those items are included in inventory at September 30, 2012. The Company has received advances, from its majority shareholder totaling, $150,014, due on demand, which are included with other liabilities on the Balance Sheet.

6. SUBSEQUENT EVENTS

During December 2012, the Company issued 3,333,333 shares of common stock to its majority shareholder pursuant to a stock purchase agreement for cash and in exchange for the amount due to the shareholder. The shares were issued at the estimated fair market value of $.12 per share for a total valuation of $400,000.

In April 2013, the Company entered into an agreement in principal to be acquired in a stock exchange transaction that is expected to be accounted for as a reverse merger or recapitalization transaction.

Exhibit 99.02

NUZEE, Co. Ltd.
Balance Sheets

ASSETS	December 31, 2012 (Unaudited)	September 30, 2012 (Audited)
Current Assets		
Cash	$ 13,508	$ 165,484
Inventories, net	31,690	73,241
Prepaid expenses and deposits	226,278	14,938
Total current assets	271,476	253,663
Equipment, net	2,382	2,475
Intellectual property	42,818	42,818
Total Assets	$ 316,676	$ 298,956
Current Liabilities		
Accounts payable	$ 34,181	$ 79,886
Other Liabilities, including advanced from shareholder	139,661	156,721
Total Current Liabilities	173,842	236,607
Stockholders' Equity		
Common Stock; no par value 50,000,000 shares authorized, 33,733,333 and 30,400,000 shares issued and outstanding as of December 31, 2012 and September 30, 2012	-	-
Additional Paid in Capital	747,407	347,407
Accumulated deficit	(604,573)	(285,058)
Total Stockholders' Equity	142,834	62,349
Total Liabilities and Stockholders' Equity	$ 316,676	$ 298,956

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

NUZEE, Co. Ltd.
Statements of Operations
(unaudited)

	For the period from October 1, 2012 to December 31, 2012	For the period from November 9, 2011 (Inception) to December 31, 2011
Revenues	$ 36,825	$ -
Cost of revenues	158,869	-
Gross loss	(122,044)	-
Operating expenses	198,078	-
Loss from operations	(320,122)	-
Other Income	608	-
Net loss	$ (319,514)	$ -

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

NUZEE, Co. Ltd.
Statements of Cash Flows
(unaudited)

	For the period from October 1, 2012 to December 31, 2012	For the period from November 9, 2011 (Inception) to December 31, 2011
Operating Activities:		
Net loss	$ (319,514)	$ -
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	93	-
Loss contingency on pending inventory delivery	139,660	-
Provision for obsolete inventory	8,274	-
Changes in operating assets and liabilities:		
Inventories	33,277	(1,575)
Prepaid expenses and deposits	(217,451)	-
Accounts Payable	(45,705)	-
Net cash used in operating activities	(401,366)	(1,575)
Financing Activities:		
Advances from Stockholder, net	-	10,025
Proceeds from issuance of common stock	249,390	-
Net cash provided by financing activities	249,390	10,025
Net change in cash	(151,976)	8,450
Cash, beginning of period	165,484	-
Cash, end of period	$ 13,508	$ 8,450
Supplemental disclosure of cash flow information:		
Cash paid for interest	-	-
Cash Paid for taxes	-	-
Non-Cash Financing Transaction:		
The Company issued $150,610 in common stock in exchange for the amount due to the majority shareholder.		

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

NUZEE Co., Ltd.
NOTES TO FINANCIAL STATEMENTS
(Unaudited)

1. ORGANIZATION

Nuzee Co., Ltd. ("Company") was incorporated on November 9, 2011 in California, and is registered to do business in California. The Company is affiliated with international businesses that distribute the same products in Asia. The Company is a start-up organization which intends to market and distribute primarily energy products. Additionally, while the Company primarily intends to purchase its proprietary products and resell, the Company may also engage in contract manufacturing, where the Company purchases raw materials, and retains a contract converter to process the raw materials into finished products for resale.

2. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying audited financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"), and include all the notes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments considered necessary for fair presentation of the financial statements have been included.

The results of operations reported for interim periods are not necessarily indicative of the results for the entire year or any subsequent interim period.

The summary of significant accounting policies presented below is designed to assist in understanding the Company's financial statements. Such financial statements and accompanying notes are the representations of the Company's management, who are responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America ("GAAP") in all material respects, and have been consistently applied in preparing the accompanying financial statements.

Capital Resources
The Company has not generated revenues from its principal operations, and there is no assurance of future revenues. As of September 30, 2012, the Company had an accumulated deficit from inception of $604,573.

The Company's activities will necessitate significant uses of working capital beyond 2012. Additionally, the Company's capital requirements will depend on many factors, including the success of the Company's continued marketing efforts and the status of competitive products. The Company plans to continue financing its operations with cash received from financing activities, more specifically from equity contributions.

While the Company strongly believes that its capital resources will be sufficient in the near term, there is no assurance that the Company's activities will generate sufficient revenues to sustain its operations without additional capital or if additional capital is needed, that such funds, if available, will be obtainable on terms satisfactory to the Company.

Use of Estimates
In preparing these financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amount of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Fair Value of Financial Instruments
The Company's financial instruments include cash and accounts payable. The estimated fair value of these instruments approximates its carrying amount due to the short maturity of these instruments.

Cash and Cash Equivalents
The Company considers all highly-liquid investments with maturities of three months or less when purchased to be cash equivalents. The Company had no cash equivalents as of December 31, 2012 and September 30, 2012.

Concentration of Credit Risk
Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents. The Company places its cash with high quality banking institutions. The Company did not have cash balances in excess of the Federal Deposit Insurance Corporation limit as of December 31, 2012 and September 30, 2012.

Revenue Recognition
The Company recognizes revenue only when the price is fixed and determinable, persuasive evidence of an arrangement exists, the products are delivered and collectability of the resulting receivable is reasonably assured.

Inventories
Inventory, consisting principally of products held for resale, is stated at the lower of cost or market, using the weighted average cost method. The Company reviews inventory levels at least annually and records a valuation allowance when appropriate. During the three months ending December 31, 2012 the Company concluded there was an additional impairment to the carrying value of the inventory of $8,274, and increased the inventory allowance account accordingly with a corresponding charge to Cost of Goods Sold. The inventory amount reflected on the balance sheet is net of the total allowance of $88,696 at December 31, 2012.

Equipment, net
Equipment is stated at cost. The Company depreciates equipment on a straight line basis. Office Equipment is depreciated over a 3 year life, vehicles over a 5 year life, and other assets over a 10 year life. Depreciation expense for the year ended September 30, 2012 was $124. Repair and Maintenance costs are expensed as incurred.

Samples
The Company distributes samples of its products as a component of its marketing program. Costs for samples are expensed at the time the samples are shipped and are recorded in cost of sales.

Long-Lived Assets
In accordance with ASC 350-30 (formerly SFAS No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets*), the Company evaluates long-lived assets for impairment whenever events or changes in circumstances indicate that their then carrying values may not be recoverable. When such factors and circumstances exist, the Company compares the projected undiscounted future cash flows associated with the related asset or group of assets over their estimated useful lives against their respective carrying amount. Impairment, if any, is based on the excess of the carrying amount over the fair value, based on market value when available, or discounted expected cash flows, of those assets and is recorded in the period in which the determination is made. The Company's management currently believes there is no impairment of its long-lived assets. There can be no assurance however, that market conditions will not change or demand for the Company's products under development will continue. Either of these could result in future impairment of long-lived assets.

Income Taxes
As a result of the implementation of certain provisions of ASC 740, *Income Taxes* , (formerly FIN 48, *Accounting for Uncertainty in Income Taxes – An Interpretation of FASB Statement No. 109)*, ("ASC 740"), which clarifies the accounting and disclosure for uncertainty in tax positions, as defined. ASC 740 seeks to reduce the diversity in practice associated with certain aspects of the recognition and measurement related to accounting for income taxes.

In 2012, the Company adopted Accounting for Uncertain Income Taxes under the provisions of ASC 740. ASC 740 clarifies the accounting for income taxes by prescribing a minimum recognition threshold a tax position is required to meet before being recognized in the financial statements. It also provides guidance on derecognition, measurement, classification, interest and penalties, accounting in interim periods, disclosure and transition. The Company did not recognize any additional liability for unrecognized tax benefits as a result of the adoption of ASC 740. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Valuation allowances are established when it is more likely than not that some or all of the deferred tax assets will not be realized.

We believe that our income tax filing positions and deductions will be sustained on audit and do not anticipate any adjustments that will result in a material change to our financial position. Therefore, no reserves for uncertain income tax positions have been recorded pursuant to ASC 740. In addition, we did not record a cumulative effect adjustment related to the adoption of ASC 740. Our policy for recording interest and penalties associated with income-based tax audits is to record such items as a component of income taxes.

Our tax provision determined using an estimate of our annual effective tax rate using enacted tax rates expected to apply to taxable income in the years in which they are earned, adjusted for discrete items, if any, that are taken into account in the relevant period. Each quarter we update our estimate of the annual effective tax rate, and if our estimated tax rate changes, we make a cumulative adjustment .

Recent Accounting Pronouncements
Effective January 2012, the Company adopted ASU No. 2011-04, Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs (ASU 2011-04). ASU 2011-04 represents the converged guidance of the Financial Accounting Standards Board (FASB) and the International Accounting Standards Board (IASB) on fair value measurement. A variety of measures are included in the update intended to either clarify existing fair value measurement requirements, change particular principles requirements for measuring fair value or for disclosing information about fair value measurements. For many of the requirements, the FASB does not intend to change the application of existing requirements under Accounting Standards Codification (ASC) Topic 820, Fair Value Measurements. ASU 2011-04 was effective for interim and annual periods beginning after December 15, 2011. The adoption of this update did not have a material impact on the financial statements.

Effective January 2012, the Company adopted ASU No. 2011-05, Presentation of Comprehensive Income (ASU 2011-05). ASU 2011-05 is intended to increase the prominence of items reported in other comprehensive income and to facilitate convergence of accounting guidance in this area with that of the IASB. The amendments require that all nonowner changes in shareholders' equity be presented in a single continuous statement of comprehensive income or in two separate but consecutive statements. In December 2011, the FASB issued ASU No. 2011-12, Comprehensive Income (Topic 220): Deferral of the Effective Date for Amendments to the Presentation of Reclassifications of Items Out of Accumulated Other Comprehensive Income in Accounting Standards Update No. 2011-05 (ASU 2011-12). ASU 2011-12 defers the provisions of ASU 2011-05 that require the presentation of reclassification adjustments on the face of both the statement of income and statement of other comprehensive income. Amendments under ASU 2011-05 that were not deferred under ASU 2011-12 will be applied retrospectively for fiscal years, and interim periods within those years, beginning after December 15, 2011. The adoption of this update did not have a material impact on the financial statements.

In December 2011, the FASB issued ASU No. 2011-11, Balance Sheet (Topic 210): Disclosures about Offsetting Assets and Liabilities (ASU 2011-11). The amendments in ASU 2011-11 require the disclosure of information on offsetting and related arrangements for financial and derivative instruments to enable users of its financial statements to understand the effect of those arrangements on its financial position. Amendments under ASU 2011-11 will be applied retrospectively for fiscal years, and interim periods within those years, beginning after January 1, 2013. The Company is evaluating the effect, if any, adoption of ASU 2011-11 will have on its financial statements.

In February 2013, the FASB issued ASU No. 2013-02, Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive (ASU 2013-02). This guidance is the culmination of the FASB's deliberation on reporting reclassification adjustments from accumulated other comprehensive income (AOCI). The amendments in ASU 2013-02 do not change the current requirements for reporting net income or other comprehensive income. However, the amendments require disclosure of amounts reclassified out of AOCI in its entirety, by component, on the face of the statement of operations or in the notes thereto. Amounts that are not required to be reclassified in their entirety to net income must be crossreferenced to other disclosures that provide additional detail. This standard is effective prospectively for annual and interim reporting periods beginning after December 15, 2012. The Company is evaluating the effect, if any, the adoption of ASU 2013-02 will have on its financial statements.

3. EQUIPMENT – NET

Equipment consists of the following as of December 31, 2012 and September 30, 2012:

	December 31 2012	September 31 2012
Office equipment	$ 2,599	$ 2,599
Less accumulated depreciation	$ 217	$ 124
Equipment – net	$ 2,382	$ 2,475

4. COMMON STOCK

During December 2012, the Company issued 3,333,333 shares of common stock to its majority shareholder pursuant to a stock purchase agreement for $249,390 in cash and in exchange for the amount due to the shareholder of 150,610. The shares were issued at the estimated fair market value of $.12 per share for a total of $400,000.

5. RELATED PARTY TRANSACTIONS

During the three months ending December 31, 2012 the Company made a deposit of $139,661 towards the purchase of skin care products, for resale, from an entity controlled by the Company's majority shareholder. Subsequent to this commitment, the Company decided to focus its sales and marketing efforts on the energy drink market, and has provided a loss contingency against this deposit of $139,661 which is included in the cost of goods sold for the three months ending December 31, 2012.

6. INCOME TAXES

The Company's effective income tax rate for the three months ended December 31, 2012 and 2011 was 40.6%. In accounting for income taxes, the Company recognizes deferred tax assets if realization of such assets is more likely than not. The Company believes, based on factors including, but not limited to, the ability to generate future taxable income and the Company's status as a development stage Company that the deferred tax assets will not be realized and we have recorded a valuation allowance against these deferred tax assets to zero.

Additionally, the Company's utilization of net operating loss carryforwards may be subject to annual limitations due to the potential ownership change contemplated by the reverse merger pursuant to the ownership change provisions of the Internal Revenue Code Section 382.

As of December 31, 2012, there have been no material changes to the Company's uncertain tax position disclosure as provided at September 30, 2012. It is the Company's policy to recognize interest and penalties related to uncertain tax positions as Interest expense. As of December 31, 2012 the Company has not incurred any penalties or interest on uncertain tax positions.

7. SUBSEQUENT EVENTS

On April 19, 2013, the Company entered into an agreement in principal to be acquired in a stock exchange transaction that is expected to be accounted for as a reverse merger or recapitalization transaction.

Exhibit 99.03

Unaudited Proforma Income Statement
For the six months ending January 31, 2013

	Havana Furnishings, Inc. Six months ending January 31, 2013	Nuzee Co., Ltd. Six months ending January 31, 2013	Adjustment	Proforma
Revenues	-	36,860	-	36,860
Cost of revenues	-	245,303	-	245,303
Gross profit	-	(208,444)	-	(208,444)
Operating expenses	33,949	360,546	-	394,495
Loss from operations	(33,949)	(568,990)	-	(602,939)
Interest expense, net	-	-	-	-
Other Income	-	608	-	608
Net loss	(33,949)	(568,382)	-	(602,331)

Proforma Balance Sheet As of January 31, 2013

	Havana Furnishings, Inc. January 31, 2013	Nuzee Co., Ltd. January 31, 2013	Adjustments	Proforma
Assets				
Current assets				
Cash	2,757	1,427		4,184
Accounts receivable, net	-	178		178
Subscription receivable	-	122	-	122
Inventory, net		30,502		30,502
Prepaid expenses and deposits	-	219,991		219,991
Total current assets	2,757	252,220		254,977
Equipment, net	-	2,351		2,351
Intellectual property		42,818		42,818
Total assets	2,757	297,389		300,146
Liabilities and Stockholders' Deficit				
Current liabilities				
Accounts payable	2,700	26,004		28,704
Other liabilities, including advances from affiliates	22,015	189,661	-	211,676
Other current liabilities	-	-		-
Total current liabilities	24,715	215,665		240,380
Note payable - related party	-	-		-
Total liabilities	24,715	215,665		240,380
Commitments				
Stockholders' deficit				
Common stock	62	-		62
Additional paid-in capital	47,938	747,407	(665,683)	129,662
Retained earnings (Accumulated deficit)	(69,958)	(665,683)	665,683	(69,958)
Total stockholders' equity (deficit)	(21,958)	81,724		59,766
Total liabilities and stockholders' deficit	2,757	297,389		300,146