

AGREEMENT REGARDING SERIES C PREFERRED SHARE ISSUANCE

This Agreement regarding the Series C Preferred Stock of Hollund Industrial Marine, Inc. ("the Company") being issued to Lonnie Hayward (the "Preferred Shareholder") is entered into this 20th day of April, 2011.

WHEREAS, the Company has issued the Preferred Shareholder 700,000 shares of Series C Preferred Stock convertible into shares of the Company's Common Stock; and

WHEREAS, the parties desire that the Preferred Shareholder shall be limited to holding no more than 9.99% of the voting securities of the Company;

NOW THEREFORE, in consideration of the respective premises, mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Share Limitation. The Preferred Shareholder shall not affect any conversion of shares of Series C Preferred Stock, to the extent that after giving effect to such conversion, the Preferred Shareholder (together with the Preferred Shareholders' affiliates) would beneficially own in excess of 9.99% of the shares of common stock of Company outstanding immediately after giving effect to such conversion.

2. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Washington. The parties agree to submit to the jurisdiction and venue of any state or federal court in Washington having subject matter jurisdiction over the matter. Service may be made by certified mail, return receipt requested, but the parties shall not be precluded from making service in any other manner permitted by law.

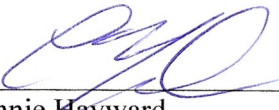
3. Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be delivered by hand or sent by U.S. Express Mail, FedEx or some other reliable overnight courier service for next day delivery. Each such notice or other communication shall, for all purposes of this Escrow Agreement, be treated as effective or having been given when delivered if delivered personally, or, if sent by overnight express mail service, 1 day after the same has been deposited with the U.S. Postal Service, FedEx or the overnight courier.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or e-mail in pdf format shall be effective as delivery of a manually executed counterpart. Any party so delivering this Agreement shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile or e-mail transmission.

[Signatures on Following Pages]

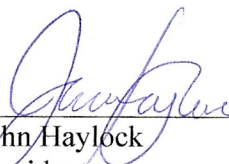
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered, as of the day and year first above written.

PREFERRED SHAREHOLDER

By: 
Lonnie Hayward

COMPANY

HOLLUND INDUSTRIAL MARINE, INC.

By: 
John Haylock
President