iPure Labs Inc.
7957 N University Drive
Parkland, FL 33067
602-793-8058

COMPANY INFORMATION AND DISCLOSURE STATEMENT

Part A: General Company Information

As used in this disclosure statement, the terms "we", "us", "our", "IPLB", and the "Company" means, iPure Labs, Inc., a Nevada corporation.

Item I: The exact name of the issuer and its predecessor (if any).

Current since May 14, 2014:	iPure Labs, Inc.
Before May 14, 2014:	Radial Energy, Inc.
Before March 29, 2006:	BV Pharmaceuticals, Inc.
Before April 17, 2003:	All Printer Supplies.com

Item II: The address of the issuer's principal executive offices

iPure Labs Inc.
7957 N University Drive
Parkland, FL 33067
Ph. 602-793-8058
E-mail: cpcpearce@gmail.com

Item III: The jurisdiction(s) and date of the issuer's incorporation or organization.

iPure Labs, Inc. (the "Company") was incorporated in the State of Nevada, United States of America on June 20, 2000 in name of "All Printer Supplies.com". On April 17, 2003, the Company changed its name to "BV Pharmaceuticals, Inc." and became a provider of information and services in the areas of personal DNA collection, analysis, profiling, banking and DNA profile database maintenance. Effective as of March 29, 2006, through a statutory merger with its wholly owned subsidiary in which the Company was the surviving corporation and changed its name to Radial Energy Inc. In May 2014, the Company filed reinstatement with the Secretary of State of Nevada to bring its status current with the State and changed its corporate name to iPure Labs, Inc. to reflect the acquisition of iPure Labs, Inc., its subsidiary organized and existing under the laws of the State of Florida. The Company's common shares are quoted on the "Pink Sheets" quotation market under the symbol "IPLB". The Company, through its subsidiary, acquires, develops and commercializes the licensed priority safe acid technology, low pH compositions, known as pHL 100® and pHL 104®, which will be used in the treatment of skin problems. The Company's initial products are focused on the skin care market.

Part B: Share Structure

Item IV: The exact title and class of securities issued and outstanding.

Security Symbol:	IPLB
CUSIP Number:	46265J 10 1
Classes:	Common Stock
Authorized:	1,495,000,000
Issued:	34,861,858
Outstanding:	34,845,193

Security Symbol:	N/A
CUSIP Number:	N/A
Classes:	Convertible Preferred Series C Stock
Authorized:	5,000,000
Outstanding:	1,000,000

Item V: Par or stated value and description of the security.

A. Par or Stated Value.

Common Stock: $ .001 per share
Convertible Preferred Series C Stock: $.001 per share

B. Common or Preferred Stock.

1. For common equity, describe any dividend, voting and preemption rights.

Each share of Common Stock is entitled to one vote, which shares do not have pre-emptive rights. Dividends, if any, are declared at the discretion of the Board of Directors.

From inception, the Company has never declared or paid any cash dividends on shares of its common stock and the Company does not anticipate declaring or paying any cash dividends in the foreseeable future. The decision to declare any future cash dividends will depend upon the Company's results of operations, financial condition, current and anticipated cash needs, contractual restrictions, restrictions imposed by applicable law and other factors that the Company's board of directors deem relevant. Although it is the Company's intention to utilize all available funds for the development of its business, no restrictions are in place that would limit its ability to pay dividends. The payment of any future cash dividends will be at the sole discretion of the Company's board of directors.

2. For preferred stock, describe the dividend, voting, conversion and liquidation rights as well as redemption or sinking fund provisions.

The Company filed a Certificate of Designation regarding Convertible Preferred Series C Stock with the Secretary of State of Nevada on June 4, 2014 as follows:

A. The Certificate of Incorporation, as amended, of the Corporation authorizes the issuance of five million (5,000,000) shares of Preferred Stock, $0.001 par value, and expressly vests in the Board of Directors of the Corporation the authority provided therein to issue any or all of said shares in one or more series and by resolution or resolutions, the designation, number, full or limited voting powers, or the denial of voting powers, preferences and relative, participating, optional, and other special rights and the qualifications, limitations, restrictions, and other distinguishing characteristics of each series to be issued.

B. The Board of Directors of the Corporation, pursuant to the authority expressly vested in it as aforesaid, has adopted the following resolutions creating a Series "C" Convertible issue of Preferred Stock:

"**RESOLVED**, that the Board of Directors hereby fixes and determines the designation of the number of shares and the rights, preferences, privileges and restrictions relating to the Convertible Preferred Series C Stock, as follows:

(a) Designation. The series of Preferred Stock created hereby shall be designated the Convertible Preferred Series "C" Stock [the "Convertible Preferred Series C Stock"].

(b) Authorized Shares. The number of authorized shares of Convertible Preferred Series C Stock shall be one million (1,000,000) shares.

(c) Liquidation Rights. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, after setting apart or paying in full the preferential amounts due to Holders of senior capital stock, if any, the Holders of Convertible Preferred Series C Stock and parity capital stock, if any, shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the Holders of junior capital stock, including Common Stock, an amount equal to $.125 per share [the "Liquidation Preference"]. If upon such liquidation, dissolution or winding up of the Corporation, the assets of the Corporation available for distribution to the Holders of the Convertible Preferred Series C Stock and parity capital stock, if any, shall be insufficient to permit in full the payment of the Liquidation Preference, then all such assets of the Corporation shall be distributed ratably among the Holders of the Convertible Preferred Series C Stock and parity capital stock, if any. Neither the consolidation or merger of the Corporation nor the sale, lease or transfer by the Corporation of all or a part of its assets shall be deemed a liquidation, dissolution or winding up of the Corporation for purposes of this Section (c).

(d) Dividends. The Convertible Preferred Series C Stock is not entitled to receive any dividends in any amount during which such shares are outstanding.

(e) Conversion Rights. Each share of Convertible Preferred Series C Stock shall be convertible, at the option of the Holder, into one thousand (1,000) fully paid and non assessable shares of the Corporation's Common Stock. The foregoing conversion calculation shall be hereinafter referred to as the "Conversion Ratio."

(i) Conversion Procedure. Upon written notice to the Holder, the Holder shall effect conversions by surrendering the certificate(s) representing the Convertible Preferred Series C Stock to be converted to the Corporation, together with a form of conversion notice satisfactory to the Corporation, which shall be irrevocable. Not later than five [5] business days after the conversion date, the Corporation will deliver to the Holder, (i) a certificate or certificates, which shall be subject to restrictive legends, representing the number of shares of Common Stock being acquired upon the conversion; provided, however, that the Corporation shall not be obligated to issue such certificates until the Convertible Preferred Series C Stock is delivered to the Corporation. If the Corporation does not deliver such certificate(s) by the date required under this paragraph (e) (i), the Holder shall be entitled by written notice to the Corporation at any time on or before receipt of such certificate(s), to receive one thousand (1,000) Convertible Preferred Series C Stock shares for every week the Corporations fails to deliver Common Stock to the Holder.

(ii) Adjustments on Stock Splits. Dividends and Distributions. If the Corporation, at any time while any Convertible Preferred Series C Stock is outstanding, (a) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock payable in shares of its capital stock [whether payable in shares of its Common Stock or of capital stock of any class], (b) subdivide outstanding shares of Common Stock into a larger number of shares, (c) combine outstanding shares of Common Stock into a smaller number of shares, or (d) issue reclassification of shares of Common Stock for any shares of capital stock of the Corporation, the Conversion Ratio shall be adjusted by multiplying the number of shares of Common Stock issuable by a fraction of which the numerator shall be the number of shares of Common Stock of the Corporation outstanding after such event and of which the denominator shall be the number of shares of Common Stock outstanding before such event. Any adjustment made pursuant to this paragraph (e)(iii) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification. Whenever the Conversion Ratio is adjusted pursuant to this paragraph, the Corporation shall promptly mail to the Holder a notice setting forth the Conversion Ratio after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(iii) Adjustments on Reclassifications. Consolidations and Mergers. In case of reclassification of the Common Stock, any consolidation or merger of the Corporation with or into another person, the sale or transfer of all or substantially all of the assets of the Corporation or any compulsory share exchange pursuant to which the Common Stock is converted into other securities, cash or property, then each Holder of Convertible Preferred Series C Stock then outstanding shall have the right thereafter to convert such Convertible Preferred Series C Stock only into the shares of stock and other securities and property receivable upon or deemed to be held by Holders of Common Stock following such reclassification, consolidation, merger, sale, transfer or share exchange, and the Holder shall be entitled upon such event to receive such amount of securities or property as the shares of the Common Stock into which such Convertible Preferred Series C Stock could have been converted immediately prior to such reclassification, consolidation, merger, sale, transfer or share exchange would have been entitled. The terms of any such consolidation, merger, sale, transfer or share exchange shall include such terms so as to continue to give to the Holder the right to receive the securities or property set forth in this paragraph (e)(iv) upon any conversion following such consolidation, merger, sale, transfer or share exchange. This provision shall similarly apply to successive reclassifications, consolidations, mergers, sales, transfers or share exchanges.

(iv) Fractional Shares; Issuance Expenses. Upon a conversion of Convertible Preferred Series C Stock, the Corporation shall not be required to issue stock certificates representing fractions of shares of Common Stock, but shall issue that number of shares of Common Stock rounded to the nearest whole number. The issuance of certificates for shares of Common Stock on conversion of Convertible Preferred Series C Stock shall be made without charge to the Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificate, provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Holder, and the Corporation shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid.

(f) Voting Rights. Except as otherwise expressly provided herein or as required by law, the Holders of shares of Convertible Preferred Series C Stock shall be entitled to vote on any and all matters considered and voted upon by the Corporation's Common Stock. The Holders of the Convertible Preferred Series C Stock shall be entitled to one thousand (1,000) votes per share of Convertible Preferred Series C Stock.

(g) Reservation of Shares of Common Stock. The Corporation covenants that it will at all times reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of Convertible Preferred Series C Stock as herein provided, free from preemptive rights or any other actual contingent purchase rights of persons other than the Holders of Convertible Preferred Series C Stock, such number of shares of Common Stock as shall be issuable upon the conversion of the outstanding Convertible Preferred Series C Stock. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all outstanding Convertible Preferred Series C Stock, the Corporation will take such corporate action necessary to increase its authorized shares of Common Stock to such number as shall be sufficient for such purpose. The Corporation covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly and validly authorized, issued and fully paid and non assessable.

3. Describe any other material rights of common or preferred stockholders.

None.

4. Describe any provision in issuer's charter or by-laws that would delay, defer or prevent a change in control of the issuer.

None.

Item VI: The number of shares or total amount of the securities outstanding for each class of securities authorized.

Common Stock

Period end date:	October 24, 2014
Number of Shares Outstanding:	34,845,193
Number of Shares issued:	34,861,858
Number of Shares Authorized:	1,495,000,000
Public Float:	approximately 91,917
Total Number of beneficial Shareholders [(1):]	approximately 4
Total Number of Shareholders of Record:	104

Period end date:	December 31, 2013
Number of Shares Outstanding:	125,174
Number of Shares issued:	141,838
Number of Shares Authorized:	75,000,000
Public Float:	approximately 91,899
Total Number of beneficial Shareholders [(1):]	approximately 1
Total Number of Shareholders of Record:	51

Period end date:	December 31, 2012
Number of Shares Outstanding:	125,174
Number of Shares issued:	141,838
Number of Shares Authorized:	75,000,000
Public Float:	approximately 91,899
Total Number of beneficial Shareholders [(1):]	approximately 1
Total Number of Shareholders of Record:	51

(1) Shareholders currently hold more than 5%

Convertible Preferred Series C Stock

Period end date:	October 24, 2014
Number of Shares Outstanding:	1,000,000
Number of Shares Authorized:	5,000,000
Public Float:	N/A
Total Number of beneficial Shareholders [(2):]	1
Total Number of Shareholders of Record:	1

Period end date:	December 31, 2013 and 2012
Number of Shares Outstanding:	1,000,100
Number of Shares Authorized:	5,000,000
Public Float:	N/A
Total Number of beneficial Shareholders [(2):]	1
Total Number of Shareholders of Record:	1

(2) Shareholder currently holds 100%

Part C: Business Information

Item VII: The name address of the transfer agent

Transfer Online
512 SE Salmon St.
Portland, OR 97214
(503) 227-2950
info@transferonline.com
www.transferonline.com

Note: Transfer Online is a registered transfer agent with the SEC

Item VIII: The nature of the issuer's business

A. Business Development:

iPure Labs, Inc. acquired the exclusive license from pH Solutions for the development and commercialization of a safe acid technology, known as pHL 100®. The licensed was granted in perpetuity. We believe, has the licensed technology has the potential to revolutionize the way a number of health issues are handled in the world today.

Recognizing the value of low pH technology used in the treatment of skin problems, our initial products are focused on the skin care market. Science has shown that bacteria, viruses and fungi cannot survive in an environment below a pH of 2.0, and that a substance with a pH that low, which is also safe to human skin, has incredibly broad applications.

iPure Labs, Inc. goal is to create a brand concept consisting of both skin care and hair care utilizing its exclusive priority technology with multiple channels of distribution.

Mission

To establish iPure Labs, Inc. as an important brand that represents quality in the field of Health & Beauty. We will accomplish our mission using high quality manufacturing and research, a creative marketing program, with a comprehensive distribution network using creative retail outlets, Internet presence, and mobile devices.

We will launch two product lines initially; skin & body care and hair care. Within the skin & body care line we will offer a wide array of products including acne systems, youth renewal systems, nail treatment, bath & shower products and cold sore treatment. Within the hair care line we will first offer low-ph shampoos and conditioners. The fund raise related to such products launch is expected to be in the range of $3,000,000 million dollars.

We are living longer. As we live longer and as our stresses increase, the need for quality care products is a necessity. There is a heightened interest in the area of performance care. The market no longer seeks a low-grade personal care product. All categories of personal care including Skin Care, Liquid Soap, Hand Sanitizer, Body Wash, Shampoos and Conditioners are evolving to meet greater customer demands for high performance products.

We know that great results and exceptional services are what bring clients back again and again. Our products completely support our commitment to providing superb skin and body care. Our team will be able to analyzed market trends and have created innovative and insightful product solutions to meet and beat the trend and the high standards of today's consumer. We are committed to prevailing in all personal care categories and we promise a commitment of top quality to all our clients and partners

Our pricing strategy is to position our products with a shelf price that is in the mid to lower quadrant of high-quality products and brands. We have accomplished this by making careful market comparisons and adjusting our packaging size.

We believe our ability to create future product opportunities and growth will only be limited by our imagination and our ability to attract talented people who understand the concept of branding.

1. The form of organization of the issuer:

Nevada C Corporation.

2. The year that the issuer (or any predecessor) was organized:

Incorporated in the State of Nevada, United States of America on June 20, 2000 in name of "All Printer Supplies.com".

3. The issuer's fiscal year end date:

December 31

4. Whether the issuer (or any predecessor) has been in bankruptcy, receivership or any similar proceeding:

The Company was administratively abandoned and reinstated in November 2010 through a court appointed guardian - custodian.

The Company was in default on the repayment of certain convertible notes with an aggregate principal amount of $9,308,764, which is immediately due and payable.

5. Any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets:

The Company was originally incorporated in the State of Nevada, United States of America on June 20, 2000 in name of "All Printer Supplies.com".

On July 17, 2014, a Plan of Exchange (the "Exchange") was entered into between and amongst the Company, iPure Labs, Inc. ("iPure"), a Florida corporation, the majority stockholder of the Company and the majority stockholder of iPure ("iPure Stockholders"), pursuant to which the Company acquired 100% of the Capital Shares of iPure Labs, Inc. in exchange for an issuance by the Company of 32,320,000 shares of Common Stock to iPure Stockholders, and/or their assigns. The above issuance gave iPure Stockholders and/or their assigns a 'controlling interest' in the Company representing approximately 99.6% of the then issued and outstanding shares of the Company's Common Stock. The transaction resulted in a change in control of the Company. The Company and iPure Labs, Inc., the Florida Corporation, were hereby reorganized, such that the Company acquired 100% of the Capital Shares of iPure Labs, Inc., and iPure Labs, Inc. became a wholly-owned subsidiary of the Company.

6. Any default of the terms of any note, loan, lease, or other indebtedness or financing arrangement requiring the issuer to make payments:

The Company was in default on the repayment of certain convertible notes with an aggregate principal amount of $9,308,764 immediately due and payable, of which $7,246,590 was in connection with the license agreement set forth as below.

On June 5, 2014, a licensure agreement (the "Agreement") was enter into between and amongst the Company, pH Solutions, Inc. a Colorado Corporation and sole owner of Phtope LLC, a Delaware Limited Liability Company and/or its assigns (collectively referred to as "Licensors"), pursuant to which Licensors exclusively granted the Company certain priority technology, including all formulations, test results, marketing studies and other materials regarding the products in exchanged for the Company assuming aggregate debts of $7,246,590 payable to Licensors, plus Royalty payments to Licensors in amount equal to the greater of fifty cents per unit of licensed products shipped or three percent of the gross revenue generated from licensed products.

7. Any change of control:

The Company was administratively abandoned and reinstated in November 2010 through a court appointed guardian - custodian.

On July 17, 2014, a Plan of Exchange (the "Exchange") was entered into between and amongst the Company, iPure Labs, Inc. ("iPure"), a Florida corporation, the majority stockholder of the Company and the majority stockholder of iPure ("iPure Stockholders"), pursuant to which the Company acquired 100% of the Capital Shares of iPure Labs, Inc. in exchange for an issuance by the Company of 32,320,000 shares of Common Stock to iPure Stockholders, and/or their assigns. The above issuance gave iPure Stockholders and/or their assigns a 'controlling interest' in the Company representing approximately 99.6% of the then issued and outstanding shares of the Company's Common Stock. The transaction resulted in a change in control of the Company. The Company and iPure Labs, Inc., the Florida Corporation, were hereby reorganized, such that the Company acquired 100% of the Capital Shares of iPure Labs, Inc., and iPure Labs, Inc. became a wholly-owned subsidiary of the Company.

8. Any increase of 10% or more of the same class of outstanding equity securities:

On July 17, 2014, the Board of Directors of the Company approved the issuance of 32,320,000 shares of common stock of the Company to iPure Stockholders, and/or their assigns pursuant to the Plan of Exchange, of which 1,600,000 shares were not issued as of the date of this report.

9. Any past, pending or anticipated stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization:

Stock Splits

-The Company enacted a 4 for 1 forward stock split on February 24, 2006
-The Company enacted a 1 for 500 reverse stock split on June 23, 2014

Acquisition of iPure Labs, Inc., a Florida corporation

On or about July 17, 2014, the Company acquired iPure Labs, Inc., a Florida corporation acquiring, developing and commercializing the licensed priority safe acid technology, low pH compositions, known as pHL 100® and pHL 104®, which will be used in the treatment of skin problems. The Company subsequently changed its name to iPure Labs, Inc. to reflect the new direction of the Company as well as it current products. On July 17, 2014, 30,720,000 shares were issued to iPure Stockholders, and/or their assigns, in connection with this acquisition, 1,600,000 shares were not issued as of the date of this report.

10. Any de-listing of the issuer's securities by any securities exchange or deletion from the OTC:

None.

11. Any current, past, pending or threatened legal proceedings or administrative actions either by or against the issuer that could have a material effect on the issuer's business, financial condition, or operations and any current, past or pending trading suspensions by a securities regulator. State the names of the principal parties, the nature and current status of the matters, and the amounts involved:

There are no pending or threatened legal or administrative actions pending or threatened against the Company.

B. Business of Issuer.

Summary

iPure Labs, Inc. is devoted to acquiring, developing and commercializing the licensed priority safe acid technology, low pH compositions, known as pHL 100® and pHL 104®. We acquired the license from pH Solutions, Inc., a Colorado Corporation and sole owner of Phtope LLC, a Delaware Limited Liability Company. The licensed shall continue in perpetuity. Our licensed technology, we believe, has the potential to revolutionize the way a number of health issues are handled in the world today. Recognizing the value of low pH technology used in the treatment of skin problems, our initial products are focused on the skin care market. Science has shown that bacteria, viruses and fungi cannot survive in an environment below a pH of 2.0, and that a substance with a pH that low, which is also safe to human skin, has incredibly broad applications.

We plan to create a brand concept consisting of both skin care and hair care utilizing its exclusive priority technology with multiple channels of distribution.

We will launch two product lines initially; skin & body care and hair care. Within the skin & body care line we will offer a wide array of products including acne systems, youth renewal systems, nail treatment, bath & shower products and cold sore treatment. Within the hair care line we will first offer low-ph shampoos and conditioners. The fund raise related to such products launch is expected to be in the range of $3,000,000 million dollars.

The Market

We will occupy a unique market position, situating itself as a quality brand. No other brand offers our priority low pH specialty line that includes skin care, cosmetics, and hair care. However, within each category significant brands do exist and quality and price vary widely within each group. The U.S. cosmetics market has seen large annual growth rates over the past decade. Last year alone, the market grew by over $1 billion. Clear divisions between traditional categories are becoming blurred and new lines, such as aromatherapy are also emerging, creating new openings for profit.

Acne Market

The acne market is large and unsatisfied from a consumer perspective. Topical therapy provides efficacy for only 50 - 60 percent of the comedones, papules and pustules. Users are impatient for relief and tend to switch products when new hope is offered. A product that offers a true increase in efficacy could capture a significant share of the market in a short period of time.

The current “gold standards” or therapy as benzoyl peroxide, topical antibiotics and Retin-A. Each has significant drawbacks in terms of efficacy and side effects. We believe Forecast: CLEAR™ using pHL 100 will act as a keratolytic and kill P Acnes. This dual role could provide us with a significant position in the market.

Herpes Market

Global Herpes Simplex Virus Treatment Market to Reach $4.8 Billion by 2017, According to a New Report by Global Industry Analysts, Inc.

GIA announces the release of a comprehensive global report on herpes simplex virus treatment markets. The global market for herpes simplex virus treatment is forecast to reach $4.8 billion by the year 2017. Major factors driving market growth include increasing incidence of the condition, unmet market needs in the form of toxicities due to the use of existing drugs, increasing focus on vaccine development, and the emergence of promising drugs. Additionally, with the virus subsequently developing resistance against the existing batch of anti-virals, the need for innovative therapies for the treatment of herpes simplex infection, and the search for novel antiviral drugs continues. This presents a huge potential for the growth of herpes simplex therapeutics market in future.

Dermatophytic Onychomycosis Market

Dermatophytic onychomycosis market to reach $3.4 billion by 2017

The dermatophytic onychomycosis market was valued at $2.1 billion in 2010, and is forecast to grow at a compound annual growth rate (CAGR) of 7% over the next seven years, to reach $3.4 billion by 2017.

Fungal nail infections pose a global health threat, with over 50 million people suffering from the contagious condition last year. Prevalent cases of dermatophytic onychomycosis (DO) across US, France, Germany, Italy, Spain, UK, and Japan will increase by a further 15% over the next decade, from 51.50 million cases in 2012 to 59.17 million cases by 2022. Onychomycosis means fungal infection of the nail. It is the most common disease of the nails and constitutes about a half of all nail abnormalities. This condition may affect toenails or fingernails, but toenail infections are particularly common. The prevalence of onychomycosis is about 6-8% in the adult population.

DO accounts for around half of all nail diseases in the world, and represents a considerable medical burden. The disease is not life-threatening, but can cause significant pain and discomfort, and the indolent nature of the disease often leads to cases going undiagnosed and untreated for a long period of time, potentially progressing to the point where walking may become difficult or painful.

The contagious nature of this condition means that DO is often contracted through contact with a contaminated surface. Fungal spores shed by infected individuals are commonly found on household floors, public swimming pools, and gym and sports changing facilities.

The current market for dermatophytic onychomycosis is weak. Although generic drugs, which have high efficacy and few adverse effects, serve the current market there is still scope for new entrants with disease-modifying mechanisms, which would be able to serve the unmet need of the market in the near future. The current market is found to be weak because terbinafine is the only molecule with high efficacy and few adverse events, in comparison to the other marketed products. In the pipeline, most of the first-inclass molecules to be found are in the early stages of development and the molecules in Phase III trials and regulatory filings are either me-too drugs or generics.

- **Commercial:** Proactive, MAC, Origins, Philosophy, Erno Laslo and Shesheido
- **Clinical:** Kiehl's, Clinique, Clarins and Dr. Hauscha
- **Spa:** private label brands associated with spas.

Marketing Strategy

We will utilize a combination of inbound and outbound marketing exploiting lifestyle, youth and non-traditional brand building strategies as the basis for our marketing plan.

We understand that our core demographic - iGen and millennials - has morphed quickly from the traditional consumer and can remain elusive if not engaged in an authentic, genuine and unique fashion. Enabled by a life lived within an onslaught of media, the new consumer is capable of ignoring traditional disruptive media. Combined with a new level of control never before seen, we are proposing a laser focused marketing plan driven by peer-to-peer influencers focused on authenticity, niche and constant engagement.

There are several unique marketing vehicles we are set to employ throughout the life of our product launches. Everything from on campus lifestyle marketing, to online web promotions, our strategy will target our consumer where the live, work and play.

Product Packaging: Forecast: CLEAR

The product packaging's initial design came out of the need for affordability and consistency with a slightly progressive design. It is an initial design, with the ability to change rapidly after a soft launch if customer feedback warrants. iPure Labs, Inc. is well aware of the iGen and millienials focus on sustainability, especially with packaging, and is prepared to investigate the addition of more sustainable packaging, refillable bottles and a transition to PCR (post consumer regrind) plastics. Adopting sustainable packaging will add additional cost to the overall product, but should positively affect our acceptance with our target demographic.

Website: Forecast: CLEAR

The Forecast: CLEAR website will be a premiere shopping destination for the entire Forecast: CLEAR product catalog, product information, blog and vlog testimonials and other promotional engagements coinciding with our various marketing vehicles. Much of this product will be developed in a joint fashion using in-house talent combined with outsourced talent agencies.

Traditional Online Marketing

Traditional in house online marketing will consists of organic keyword Google positioning, and paid search positioning.

Organic Keyword Google Positioning

Internal Marketing will aggressively maintain SEO tactics in order to push the Forecast: CLEAR brand to premiere positioning within Google search results utilizing organic growth tactics such as link relevancy, social relevancy and inbound marketing. This is a 100% internal marketing endeavor.

Paid Search Positioning

We will use limited, but laser focused paid initiatives. Paid keyword search results, coinciding with regional physical marketing and regional campus digital initiatives will assist in the multipronged marketing agenda.

Outside of the joint marketing efforts, specific paid keywords will accompany specific landing page launches, negative keyword routing and using competitor names and product identities as keywords.

YouTube Vehicle

YouTube is the second most used search engine in use today, and is a key engagement tool for our demographic. Vlogging has replaced Blogging for our demographic. Our YouTube video marketing consists solely on content generation. Much of our YouTube content will be user and marketing collateral generated in the form of:

- Collateral from Street Teams
- Collateral from Campus Events
- Collateral from Special Events (Spring Break, Summer Festivals, etc.)
- Video Testimonials submitted to our YouTube Channel
- Video submissions for the Face of Forecast: CLEAR marketing search

Non-Traditional Online Marketing

We will engage a number of non-traditional online marketing tactics. Everything from YouTube to partnerships with textbook rentals and resellers will be employed.

"Find the Face" Promotion

The Forecast: CLEAR website will server as a support hub for our various on and offline marketing agendas such as a My Forecast: CLEAR story combined with a future marketing talent search. The story promotion allows consumers to tell their story to the world via YouTube and get entered into a "find the face" of Forecast: CLEAR for an upcoming marketing campaign. By uploading before and after, or a daily / weekly / monthly video log, the consumer becomes a credible peer ambassador for the product. To drive the creation of this user generated contest, consumers will be encouraged by our other marketing vehicles to enter a contest with peer voting driving a 10-finalist result. A panel of judges would determine ultimate winners. Regional winners could appear in regional promotions and advance to a national round of voting to determine a winner for a future National promotion.

Digital Ambassador Incentives

Becoming a digital ambassador for Forecast: CLEAR would reward the consumer for driving their peers to the Forecast: CLEAR website. Registration at the Forecast: CLEAR website will allow consumers to create a unique referral code posted on the users Facebook, MySpace, twitter, google+ and the blogosphere destinations. Potential rewards could include 50% off for those who drive new consumers to purchase, a free month for those who drive 20 new purchases, or even cash rewards.

Zinch/Chegg

A relationship with Zinch/Chegg gives iPure Labs, Inc. the ability to connect directly with millions of high school students starting their college search and the ability to reach millions of students across the high school and college landscape with unique marketing opportunities in scholarships, homework help, course selection, note taking, textbook and e-nook rentals, an student deals.

Social Media Vehicle

Social media will be managed and leverage jointly between Internal, the peer-to-peer Vehicle and YouTube Vehicle. We will establish, manage and leverage Facebook, twitter, Google+, and YouTube in order to genuinely integrate and engage with our core demographic. An outside firm is available to handle all our social media needs at no charge to the company due to our current relationship.

Campus Peer-to-Peer Vehicle

The initial peer-to-peer marketing vehicle exists physically at colleges and a select few high schools where we can establish a presence. Most peer-to-peer marketing in the high school arena will occur online and at special events off campus.

At the core of our initial peer-to-peer marketing campaign is the college representative program.

The estimated investment for the core peer-to-peer demographic is $6,000 – $10,000 per campus per semester, with a suggested pilot of no less than 10 schools.

Campus Peer-to-Peer Program Objectives

- Develop peer-to-peer tactics that take a thoughtful approach to product sampling and creating buzz around the Forecast: CLEAR brand.
    - Create scalable brand experiences, executed by student reps, that expose college females (and males to an extent) to Forecast: CLEAR.
- Focus tactics on key groups and interaction spaces on campus for our core consumer: college females.
    - Sororities are the most important and easiest female groups to target on campus. They are also the social influencers among their friends outside of the sorority.
    - Other groups include fashion clubs and female focused communities.
    - Key interaction spaces include sorority houses, female student housing buildings/floors, & dorm bathrooms.
- Structure all physical and digital tactics to build communities to then mobilize and monetize those communities for conversion.

Campus Student Rep Recruitment

To recruit for new peer-to-peer Student Rep programs, marketing leverages its existing network of more than 250,000 college students (these are the number of potential reps, not the targeted number of students) at over 600 colleges and universities.

- Marketing team members are dedicated to identifying and building relationships with key influencers on campus for participation in student rep programs.
    - We have a full-time team that roams the top college campuses across the country to identify influencers across a variety of different interests.
- Influencers are screened & ranked based on criteria to align the student's DNA with Forecast: CLEAR's DNA. The screening process usually includes:
    - Review of profile questions.
    - Completion of program specific online application questions.
    - Phone/Video Chat interviews.
    - Photo or video assignment to showcase the student's personality, network, & creativity.

Campus Student Rep Management

Once Student Reps are selected, Marketing coaches them through various levels of program planning and execution within defined program parameters.

- **Training** – Student Reps participate in a basic phone and/or webinar training.
- **Marketing Plans** – Student Reps complete a marketing plan for their campus that outlines how, when and where they plan to use the campaign resources provided to execute program tactics & events.
- **Event Scheduling** – Student Reps schedule events through the Marketing REP system. This system triggers an automated workflow specific to each event type.
- **Event/Activity Recaps** – Student Reps submit recaps and other required deliverables through the Marketing REP system which allows for timely feedback and performance coaching.
- **Regular Calls/Meetings** – Student Reps participate in regular meetings and calls with marketing program management teams. The timing of these calls can be scheduled depending on the needs of the program.
- **Troubleshooting & Onsite Support** - Marketing provides troubleshooting and can call on in-field regional managers for support as necessary.

Campus Peer-to-Peer Management & Reporting

All program events, activities and key metrics are tracked through our proprietary online reporting tool, this tool provides Forecast: CLEAR 24/7 accesses to program elements outlined below.

- Event Scheduling
  - Fully integrated calendar of all program events.
- Event Recaps
  - Photos, videos, and event evaluation reports.
- Dedicated Program "Team Page"
  - Community for Forecast: CLEAR Reps to engage with one another.
- Program Resource Library
  - All training and program materials, photos, videos, etc.
- Standard Facebook & Twitter integrations
  - Allows posts and tracking of all social media initiatives.
- Custom Reporting
  - 24/7 reports range from super granular to Executive dashboards.

Campus Peer-to-Peer ROI Reporting & Tracking

- Product Distributed
  - Our Student Reps report the quantity of product distributed for each activity within the Marketing Rep System, which is automatically turned into customized reports.

- Premiums (SWAG) Distributed
  - Our Student Reps report the quantity of premiums (SWAG) distributed for each activity within the Marketing Rep System, which is automatically turned into customized reports.

- Event Evaluations
  - We can gather a variety of feedback from our Student Reps based on the tactics and events executed. Feedback includes attendees, interactions, sentiment, questions/comments, etc.

- Impressions Generated
  - Using a custom impressions worksheet, marketing can estimate the number of impressions generated physically

Special Event Vehicles

Special Events are another cornerstone to leverage our unique peer-to-peer and lifestyle marketing agendas. Special event marketing permits us to reach our core demographic off campus and during holiday breaks such as Spring, Christmas and Summer. Included is the Spring Break overview for 2015 illustrating the event's impact for next year's budget and marketing lift. Because of our inability to attend spring break 2015, an increased digital and summer spend will be the 2015 product launch agenda as discussed in the Non-Traditional and traditional online marketing sections.

Spring Break 2015

Important to understand the impact a $75,000 investment would provide:

- Access to 1,000,000+ college student's travel to a handful of Spring Break destinations each year.
    - Market research shows that the students that travel to Spring Break are the peer influencers on their specific campus.
- 350+ colleges are represented at the top domestic and international destinations (Cancun, Mexico and Panama City Beach, FL).
- Spring Breakers are very open-minded and are interested in engaging with new brands.
- Forecast: CLEAR can break through the clutter and create a lot of buzz with a unique activation that embodies the brand.

Spring Break Program

- March 3rd-March23
- Beach access Forecast: CLEAR event at highest traffic area in Panama City Beach and/or Cancun, Mexico
- **Spring Breakers will engage with the brand at a Forecast: CLEAR Relaxation & Revitalization beach cabana.**

    - Spring Breakers can lounge in Adirondack cabana chairs, relax by misting fans, eat all-natural fruit popsicles, and receive samples and educational materials around Forecast: CLEAR products.
    - A photo-marketing / lead generation tool can also be incorporated into the activation

Summer Music / Festival Tours

Currently undergoing research, but an initial examination shows numerous opportunities for Forecast: CLEAR to engage with its core demographic at large single events and touring events.

Non-Traditional

Presently, we have created numerous unique brand immersion techniques to launch Forecast: CLEAR. We are currently compiling pricing, but within the budget we have abilities to perform the following unique brand immersion:

Street Teams in more than 40 cities

Street teams can include promotional samples, brochures, distributed rumor posters. The key is to utilize the street teams as both product distributors and walking brand ambassadors.

Guerilla Video Projections

This is used to drive strong word-of-mouth brand presence in metro markets. Utilizing existing video collateral, product images, and other Forecast: CLEAR media we will project 10'x15' or 20'x30' moving projections in key metro areas. These will coincide with our College representative events.

Graffiti & Graffiti performances

Utilizing legal graffiti tactics, we can generate valuable awareness, street credibility (literally) and word of mouth opportunities. Using well-known graffiti artists, we can enhance Forecast: CLEAR's street culture brand equity. Combined with live performances as Brand entertainment, we can produce over 60,000 impressions and 7,500 word of mouth impressions per month

Pop-Up Stores

A pop up store is a recent trend over the past decade. It provides our brand a way to immediately get a product line front and center. This vehicle lets the consumer test, try and interact with Forecast: CLEAR. The Forecast: CLEAR pop up store would appear overnight and coincide with the other street level buzz building campaigns.

Depending on budget, we can have a store in place for a few weeks to as much as a few months. In high-density influencer schools or cities, this can provide us with a branded retail outlet, without the long-term commitment.

Pricing Strategy

Our pricing strategy at retail will be to create a price-to-benefits ratio that positions us as a superior value. At wholesale we will price our products to provide the retailer with a competitive percent-maintained margin. Our wholesale prices will be derived after the appropriate retail is determined to insure that the shelf price represents a value to the consumer and the retailer has a competitive percent margin.

We have secured strategic alliances on the supply side. The arrangements with our labs and fulfillment centers in Florida give us access to gradable production flow, plus state of the art research and development resources. They will allow us the critical assets previously enjoyed only by the largest firms.

1. The issuer's primary and secondary SIC Codes;

The Primary SIC Code for the Company is
2844 – Perfumes, Cosmetics, and Other Toilet Preparations

2. If the issuer has never conducted operations, is in the development stage, or is currently conducting operations:

The Company is currently conducting business and has operations.

3. If the issuer is considered a "shell company" pursuant to Securities Act Rule 405:

The Company's management believes that the Company is not now and has never been a "shell company" as that term is defined in Rule 405 of the Securities Act.

4. The names of any parent, subsidiary, or affiliate of the issuer, and its business purpose, its method of operation, its ownership, and whether it is included in the financial statements attached to this disclosure statement.

The Company wholly owns iPure Labs, Inc., a Florida corporation. The financials of iPure Labs, Inc. are included in the accompanying consolidated financial statements.

5. The effect of existing or probable governmental regulations on the business;

The Company is not aware of any government regulations that could affect its products. The active ingredients in its products have been available and approved by the FDA for several decades and the components of the delivery systems are also approved for use by the FDA.

6. An estimate of the amount spent during each of the last two fiscal years on research and development activities, and, if applicable, the extent to which the cost of such activities are borne directly by customers.

We did not have research and development expenses during the last two fiscal years. We acquired the licensed priority technology which has been developed by the third parties. The acquisition cost is capitalized and subjected to annual impairment test due to its indefinite useful life.

7. Costs and effects of compliance with environmental laws (federal, state and local):

None.

8. The number of total employees and number of full-time employees.

The Company currently has 2 full-time and 1 part-time employees.

Item IX: The nature of products or services offered.

1. Distribution methods of the products or services:

The Company is a multi-channel concept, combining a wholesale distribution network with a lifestyle and youth marketing sales strategy, guerilla retail strategy, e-commerce, and a consumer catalogue.

Wholesale

We plan to launch iPure Labs, Inc. wholesale at the various trade shows in mid 2015. We will secure a partnership with a well-respected distributor. Through this partnership we will be able to gain key show positions. The wholesale strategy will target select doctors, department stores and local retailers. This product positioning will further establish the brand image of iPure Labs, Inc.

E-commerce

Our site will be simple and direct with minimal cost. Many of our products are consumable. We will be able to establish a user profile and contact the customer via email when they may be running low, to remind them, at the same time offering her an option to click and replenish. We will establish an EDI (electronic date interchange) capability--directly with the end user. This contact will enable us to suggest add-on items based upon preferences of other users of the same item(s). In addition the e-commerce platform will provide us with a valuable wholesale tool. We will provide client companies with an access code that will allow them to place orders and utilize our product knowledge database as a training tool for their employees. Our e-commerce capability will come online in mid 2015.

2. Status of any publicly announced new product or service:

We intend, in the beginning, to focus on three products utilizing the licensed pHL 100® safe acide technologies, we are the first in the industry with a near-zero pH environment demonstrated safe for human in dermatological use. The Company has received FDA over the counter approval for a number of formulated products used in the treatment of acne, skin care, hair care and anti-fungal products.

pHL 100™ is a priority technology that combines a number of acids producing a buffered system, which approaches near zero PH. All of the testing from Stillmeadow reports shows pHL 100™ safe for human skin at 100% concentration with low potential for skin irritation. When applied to skin surface it creates a hostile environment for most pathogens, this has been demonstrated by clinical trials where pHL 100™ was inoculated with common microorganisms and showed a rapid kill rate. Therefore, elimination of such pathogens is desired as the end user.

In addition to obtaining the technology license, the company acquired all of the R&D testing done over the last five years and is looking to target the lucrative cosmetic and medical markets. The company intends, by early 2015, to launch its first range of acne treatment, targeting a multi-billion dollar market.

The initial launch for skin care products will be our Forecast: CLEAR™ Acne Treatments. The products in this range have been developed in our labs in Florida. This section intends to define the initial product range, each products benefits and our pricing strategy. Our methodology in choosing the mid price range for our initial launch is based on competition as our primary issues. Our Skin Care Products include: The Forecast: CLEAR™ Skin System, Mycozol Fungus Treatment and Virplex Ph Anti-Cold Sore Lip Balm. The summary of each product is set forth as follows:



Forecast: CLEAR Skin System

The Acne Treatment products developed by the company under the banner, Forecast: CLEAR, combine safe, powerful and priority technology that not only treats acne breakouts, but also helps prevent their reoccurrence. These anti-bacterial formulas deep-clean pores, reduce the appearance of fines lines and wrinkles, enhance the power of anti-oxidants and actually promote fresh new cell growth. No other combination of product can make all these claims! Forecast: CLEAR™ is dermatologist tested and recommended. Forecast: Clear is composed of a trio of complementary products:



Daily Anti-Bacterial Complexion Wash

This acne-fighting formula quickly and efficiently removes oil, dirt, dead cells and blemish-causing bacteria without irritating or drying skin. Gentle enough to use twice a day, morning and night, this remarkable cleanser is loaded with powerful Anti-Oxidants to combat the effects of skin-damaging free radicals.



Anti-Bacterial Acne Day Treatment

This invisible Anti-Acne cream provides your skin with powerful Anti-Oxidants, Anti-Bacterial agents and nourishing humectants. Works perfectly under makeup or with the company's Acne Spot Treatment Cream.



Balancing Toner

The Balancing Toner is an integral part of the daily Forecast: CLEAR regimen. This refreshing and effective toner is used after the **Forecast: CLEAR Complexion Wash** and helps to remove excess oil and impurities while balancing your skin to prepare for the **Forecast: CLEAR Daily Treatment Cream**. Special herbal comforters smooth and condition skin to help prevent irritation. Skin is left clean and residue-free.



Clarifying Masque

The Forecast: CLEAR Clarifying Masque removes impurities and absorbs excess oil. Helps prevent the development of new acne pimples and blackheads. Use 1-2 times per week to reduce acne severity and eliminate blackheads.



Spot Treatment

The Forecast: CLEAR spot treatment is a lightweight gel that penetrates pores to control acne pimples and blackheads and re-balance your skin while you are awake or asleep. Natural extracts and antioxidants repair damaged skin for a healthy youthful look.

3. Competitive business conditions, the Issuer's competitive position in the industry, and methods of competition:

There are numerous competitors in our segment of the cosmeceutical market that have greater market share and resources than we do. We believe our competitive edge will be our licensed priority technology, which we believe significant increases efficacy normal cosmeceutical products.

We believe we occupy a unique market position. No other brand offers our low ph specialty line that includes skin, body and hair care. However, within each category significant brands do exist. Quality and price vary widely within each group. We will be positioned as a quality brand. We have eliminated the drugstore and discount brands from this comparison.

Commercial brands are primarily sold through department stores. They vary widely in quality from Clearasil to Prescription Medicines. They also vary widely in price. Their major advantage is their financial strength and their department store relationships.

The clinical brands are perceived to be "authentic." Their image is based upon the perception of treatment qualities verses purely cosmetic benefits. These brands are sold through their own retail outlets, specialty stores, Direct Response Television, department stores and/or health food stores.

We will develop our market position by combining a retail strategy that includes an Internet and lifestyle marketing distribution strategy. Our skin care products will offer therapeutic benefits to the user based upon safe acid technology. All of our products will be positioned at the quality conscious consumer. Our marketing campaign and PR positioning will reinforce the iPure Labs, Inc. image.

Our message will be to identify the benefits of our products and to develop an image that makes our products highly desirable. Meanwhile, our pricing strategy will be to maintain retail price points in the lower quadrant of the top quality brands.

In addition, we confident in our pricing structure for all our products. We are aware of the difficult economic times and will, prior to launch, complete a price sensitivity analysis with several focus groups and a general study via the direct marketing website on different price levels to obtain a clear idea of the acceptability of the various price structures within each product.

4. Sources and availability of raw materials and the names of principal suppliers:

Our skin care creams and lotions were original formulated for pH Solutions by Garr Labs, Garr no longer manufactures OTC products of this kind so we are in discussion with a number of other manufacturing firms to which will we out-source manufacturing. Once we determine where our manufacturer is located we will sign an agreement with a fulfillment house which performs warehousing, call center, order management and fulfillment duties; and packaged by Plastube located in the town of Granby, Quebec, Canada.

5. Dependence on one or a few major customers:

We do not depend on one or a few major customers. Our strategy is to combine retail (direct to end user) and wholesale (to the end user through a reseller), therefore, our target customers must be broken into two distinct groups, the end user and the reseller. In general, our proposed customers fall into the following categories.

Acne Customer

The targeted end user for the acne cream is divided into two categories first is the young adult markets between 13-24 that makeup approximately 85% of acne care users in the United States today. The second is people that suffer from adult acne and are between the ages of 24 and 60.

Our target customers (vs. end user) for wholesale distribution will be resellers who recognize the needs of this consumer and who they identify with. We have used the term resellers because they will not be limited to retailers. We will reach the consumer through four distinct reseller channels: Lifestyle Marketing, Dermatology Offices, Spas and Health Clubs, Lifestyle Retailers, Cosmetic Specialty Retailers, and Boutique Department Stores.

There are a number of new demand trends that have impacted the market and created greater opportunities. These trends include a returning to age old, time proven, natural remedies; more consumers that are looking for more holistic and healing benefits from her skin care products, and today's consumer being more informed and more inquisitive about the benefits of her personal care products.

Herpes Customer

iPure labs, through its diverse Management and Board, intends to sell its Herpes treatment in the U.S., established international markets and emerging nations.

U.S End User

About 1-6 American (16.2%) aged 14-49 is infected with HSV-2, with prevalence nearly twice as high among women than men.

International End User

HSV-2 seropositivity is widely distributed in Europeans older than 12, although there are large differences in the percentage of the population exposed to HSV-2. Bulgaria has a high (23.9%) HSV-2 seroprevalence relative to other European countries: Germany (13.9%), Finland (13.4%), Belgium (11.1%), The Netherlands (8.8%), the Czech Republic (6.0%), and England and Wales (4.2%).

Wholesaler

Our management and board of directors will utilize its relationship with a number of U.S. OTC, nutraceuticals, wholesalers iPure Labs, Inc. plans to engage in order to obtain broad U.S. distribution.

Dermatophytic Onychomycosis Customer

A new report, "Research and Markets: EpiCast Report: Dermatophytic Onychomycosis - Epidemiology Forecast to 2022," indicates there were more than 50 million suffering from fungal nail infections last year. The new report predicts that prevalent cases of dermatophytic onychomycosis (DO) across US, France, Germany, Italy, Spain, UK, and Japan will increase by a further 15% over the next decade, from 51.50 million cases in 2012 to 59.17 million cases by 2022.

The authors epidemiologists forecast that the US alone will see prevalent cases of DO rise from 31.66 million cases in 2012 to 37.69 million cases by 2022, following a 19.1% increase over the next decade.

The prevalence of DO in the general population across the US, France, Germany, Italy, Spain, and the UK currently ranges from between 2% and 12%.

Wholesaler

Our management and board of directors will utilize its relationship with a number of U.S. OTC, nutraceuticals, wholesalers iPure Labs, Inc. plans to engage in order to obtain broad U.S. distribution.

6. Patents, trademarks, licenses, franchises, concessions, royalty agreements or labor contracts, including their duration; and

As of October 24, 2014, all patents and trademarks have either expired or been cancelled.

7. The need for any government approval of principal products or services. Discuss the status of any requested government approvals.

OTC Approval

After five years of testing with a number of third party labs we have obtained approval for the use of pHL 100™ in our product line approved to be sold over the counter.

Clinical Trials

Dr. Christopher Virture, a Board Certified Dermatologist, conducted two sets of clinical trials.

Dr. Viture stated the following "I have completed a number of clinical trials using your acne treatment system and I have seen excellent results. My chief concern was how well the patients would tolerate the treatment regimen. Most of the traditional medications I have been using have tended to provoke additional skin irritation, frequently ending in poor results and causing difficulty with patient compliance.

I have encountered no adverse reactions with your products, even when I have prescribed it for treatment of inflammatory and popular acne. I am particularly encouraged by the favorable reports I have received from the patients suffering from cystic acne.

As a Board Certified Dermatologist, I am very cautious about endorsing new products. However, after seeing demonstrable improvement in a number of difficult cases that had previously resisted conventional therapy, I feel comfortable putting my reputation behind this product.

I have also had occasion to prescribe this regime to my own family and to members of my staff and have had constantly good responses."

The results of the trials show that Forecast: CLEAR™ provided good results without causing redness to the skin leaving it feeling smoother, fresher looking.

The Company has additional testing that was done by the University of Texas Houston, The University of Texas MD Anderson Cancer Center, Perritt Laboratories and Dr. Marco N. Garcia Cruz. Dr. Garcia and Kenneth W. Hunter, Jr Sc.D. Professor of Microbiology University of Nevada School of Medicine.

pHL 100 has been tested as a broad spectrum antimicrobial, with efficacy demonstrated in vitro against various viruses, bacteria and fungi. In addition to use as a topical disinfectant, these is evidence the product may be effect in treating acne, nail fungus, warts and decubitus ulcers, Furthermore, these is unpublished observations from several laboratories indicating that pHL 100 has a therapeutic effect against some skin cancers.

Clinical Evaluation of the Hydrolyzed Blend of HCL and Acyclovir in the Treatment and Disappearance of the Clinical Symptomatology of Herpes.

SYNOPSIS

A multi-center, double blind study was made with parallel groups of 65 patients each, with the purpose of determining the efficacy and tolerance of the HYDROLYZED BLEND OF HCL in comparison with Acyclovir in the clinical and symptomatic characteristics of HERPES (type 1 and 2). After a complete physical examination and after reaching a diagnosis of HERPES (in some patients the diagnosis was achieved via the TZANCK test). A number was assigned to each patient, then the even numbers were assigned to group A and the odd numbers to group B. Group A was treated only with the HYDROLYZED BLEND OF HCL and group B was treated (1st) with 200 mgr T.I.D. by mouth of Acyclovir (2nd) topical application of the cream at 5% of Acyclovir five times a day (every three hours) for six days. Group A was treated only for three days.

Each patient was given a physical test every day for four consecutive days and then on the six day, in each evaluation the following scale was used:

0 = ABSENT 1 = SLIGHT 2 = MODERATE 3 = SEVERE

When the four and six day treatments were completed, the global evaluation by the doctor and each individual patient evaluation about the reduction in the clinical aspects of HERPES reported that with Acyclovir, in the first day 10.67% of the patients got well, in the second day 21.55% of the patients got well, in the third day 40.35% got well which provided an average of 24.19%.

The treatment with the HYDROLYZED BLEND OF HCL reporting during the first day 63.75% of the patients got well, 78.77% by the second day 91.75% had gotten well and by the fourth day 100% of the patients were well. This is evidence of the superiority of the HYDROLYZED BLEND OF HCL over the Acyclovir.

None of the regimes used was associated with unexpected adverse effects and all the patients tolerated the treatment well.

The results of this study confirmed the efficacy and safety of the HYDROLYZED BLEND OF HCL and of how quickly patients get well without having to stop the treatment because adverse complications.

Based on these initial clinical trials, we believe that the pH100 has a medical implication but realize that to take the product through drug development would cost in excess of 50 to 100 million dollars so the Company decide to peruse the use of pHL 100™ over the counter product instead.

Item X: The nature and extent of the issuer's facilities.

Our main office is located in Parkland, Florida, with a west coast relocation possible in the next year (2015). The office is approximately 150 square feet. An additional 1,000 square feet of office space can be made available within the building. This should be sufficient for planned staff size within the first few years.

Distribution in the first year will be managed from a facility in Parkland, Florida. In year two we plan to manage distribution through a contract resource capable of handling both wholesale distribution and retail fulfillment.

Skin and body care products will be developed and produced at our contract facilities in Florida.

Part D: Management Structure and Financial Information

Item XI The name of the chief executive officer, members of the board of directors, as well as control persons.

A. Officers and Directors.

President, Chief Executive Officer and Chief Financial Officer

1. Full Name: Christopher Pearce
2. Business Address: 22897 Ironwedge Drive, Boca Raton, FL 33433
3. Employment history:

Mr. Pearce was born in the United Kingdom and educated at Lord Wandsworth College and London University where he received his LLB (Bachelor of Law). He has served as Director and Chief Operating Officer of TNI Biotech Inc., a public company listed on OTCQB, since March 2012. Mr. Pearce is one of the founding principals of pH Pharmaceutical, Inc. (a pharmaceutical company focused on the commercial application and licensing of a priority technology) and its affiliated company, pH Solutions, since its inception in December 2007.

Mr. Pearce has had an association with independent filmmakers for over 30 years. He was head of Cannon Group production and served as Chairman and Chief Executive Officer from 1991 to 1994. Over the years as director, chief operating officer and chief executive officer at Cannon Group, Mr. Pearce managed more than 5,000 employees worldwide and $500,000,000 in revenue per annum. His responsibilities included running large operations that required sourcing products and services, contract negotiation, marketing and advertising, scheduling, warehousing and inventory management and employee oversight. When he left Cannon Group in 1994 he began working for Global Pictures, Inc. Mr. Pearce retired from filmmaking in 2000 and has since worked as an advisor on numerous projects.

4. Board memberships and other affiliations: Mr. Pearce is an Officer and Director of TNI Biotech Inc.
5. Compensation by the issuer: None
6. Number and class of issuer's securities beneficially owned:

1,000,000 shares of Convertible Preferred Series C Stock
1,500,000 shares of common stock
2,500,000 shares of common stock held in name of Pearce Family Trust

Director, Senior Vice President of Marketing and Product, Secretary

1. Full Name: Jay Scoratow
2. Business Address: 415 Retaheim Way, La Jolla, CA 92037
3. Employment history:

Mr. Scoratow has contracted to receive certain product rights to a natural virility product known as "SUZI KOO" from SJ Luxury Organics, ("SJLO") to create sales and distribution channels in all mass market mediums including the Internet, Print, Television, Direct Response, and direct to retail placement used to market and sell the "SUZI KOO" product. Mr. Scoratow's contract with SJ Luxury Organics requires that the product be purchased directly from SJLO under the SUZI KOOS Brand.

Mr. Scoratow is an individual with extensive business, marketing, product development, product placement, and finance experience and will be responsible for the management of the entire Suzi Koos marketing and distribution process.

As the President of Impact Product Development from 1998 to 2008, Mr. Scoratow developed marketing strategies for a variety of infomercials, direct response campaigns, and direct to market radio spots for Transactional Marketing Consultants, Guthy-Renker, Infomercial Product Innovators, Total Response Network, Inc, Reel to Real Productions, and others. Mr. Scoratow has developed state-of-the-art infomercial products and infomercials for such properties as, "THERACEL Anti-Aging Skin Care System" with Sara Purcell, produced by Scarpaci /Kelly Productions, "Pure Effect Skin Care System" with Christine Valmy Products and celebrity spokeswoman Morgan Fairchild, Produced by Raymond Entertainment, The Ab-Away Pro with Tammie Lee Webb (Buns of Steel, Abs of Steel Videos), Produced on location in South Beach, Fla. by Tara Productions, For Women Only Weight Loss with Dr. Shari Lewis, VitaQuest, The Medicus Golf Swing Trainer with Davis Love III, The Swing Doctor, and many others. Mr. Scoratow was also a product developer and consultant for the products contained in Endless Youth Skin Care System, Cathy Graham weight loss system, Rejuvacare skin care system, and also developed the Inflight air purifying products under the branded name of Ionmax, with Allen Wu of EMHI. Mr. Scoratow will be supported in his activities by appropriate staff and consultants possessing many years of experience in the retail product industry and responsible for the successful introduction of some of the most well known Direct Response products marketed to date.

4. Board memberships and other affiliations: None
5. Compensation by the issuer: None
6. Number and class of issuer's securities beneficially owned: 750,000 shares of common stock

Director, Youth Marketing Strategist

1. Full Name: Robert W. Wilson
2. Business Address: 22897 Ironwedge Drive, Boca Raton, FL 33433
3. Employment history:

Mr. Wilson has been responsible for managing all strategies, tactics, and programs related to the company's marketing and branding efforts, including brand development and management; corporate marketing and brand identity; marketing positioning, messaging, and communications; integrated marketing campaign strategy and management; Web site and interactive strategy, planning, and execution; advertising - all media, including social media. As an independent consultant, Mr. Wilson has worked with a variety of technology startups and mid-sized companies, supporting their efforts to launch and build sustainable businesses.

Mr. Wilson has acted as an outside consultant to pH Pharmaceutical from May of 2009 through December 1, 2011 when he accepted the position as SVP of Marketing and Production Management for pH Pharmaceutical Inc. Pending financing, Mr. Wilson will accept the role of Youth Marketing Strategist and co-ordinate marketing efforts with Mr. Scoratow.

4. Board memberships and other affiliations: None
5. Compensation by the issuer: None.
6. Number and class of issuer's securities beneficially owned: None

B. Legal/Disciplinary History.

1. Conviction in a criminal proceeding or named as a defendant in a criminal proceeding: None.
2. Entry of an order, judgment, or decree, not reversed, suspended or vacated that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or bank activities: None.

3. A finding or judgment by a court (in civil action), the SEC, the Commodity Futures trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law: None.
4. The entry of an order by a self regulatory organization that permanently or temporarily barred, suspended or otherwise limited such person's involvement in any type of business or securities: None.

C. Disclosure of Family Relationships.

Not applicable

D. Disclosure of Related Party Transactions.

Not applicable

E. Disclosure of Conflicts of Interest.

The Company is not aware of any conflicts of interest.

Item XII: Financial information for the issuer's most recent fiscal period.

The unaudited balance sheet, statement of operations, statement of cash flows, statement of changes in stockholders' equity, and financial notes for the period ended July 31, 2014 were previously filed on October 22, 2014.

Item XIII: Similar financial information for such part of the two preceding fiscal years as the issuer or its predecessor has been in existence.

The unaudited balance sheets, statements of operations, statements of cash flows, statements of changes in stockholders' equity, and financial notes for the years ended December 31, 2013 and 2012 were previously filed on October 20, 2014.

Item XIV: Beneficial owners.

Provide a list of the name, address and shareholdings of all persons beneficially owning more than five percent (5%) of any class of the issuer's equity securities.

As of October 24, 2014:

Preferred Stock

Name	Address	Number Of Preferred Shares	Percentage Of Class
Christopher Pearce	22897 Ironwedge Drive Boca Raton, FL 33433	1,000,000	100.00%

Common Stock

Name	Address	Number Of Common Shares	Percentage Of Class
Delaney William	23623 N. Scottsdale Rd. Ste. D Scottsdale, AZ 85255	2,000,000	5.73%
Dignitas Consulting LLC John Dolkart	3158 East Flamingo Rd., Ste. 204 Las Vegas, NV 89121	2,000,000	5.73%
Pearce Family Trust Christopher Pearce	22897 Ironwedge Drive Boca Raton, FL 33433	2,500,000	7.17%
Relaunch Consulting Group LLC John Dolkart	607 N Vulcan Ave., Ste. B Encinitas, CA 92024	2,000,000	5.73%

Item XV: The name, address, telephone number, and email address of each of the following outside providers that advise the issuer on matters relating to the operations, business development and disclosure:

1. Investment Banker
None

2. Promoters
None

3. Counsel
The Law Offices of Harold H. Martin
Attorney at Law
19720 Jetton Road, 3rd Floor
Cornelius, NC 28031
Phone: (704) 464-9528
Fax: (704) 464-9051
Email: harold@martin-pritchett.com

4. Accountant or Auditor
Accountant
Bongiovanni & Associates, PA
7951 SW 6th Street Suite 216
Plantation, FL 33324
Phone: (954) 424-2345
Fax: (954) 424-2230
Email: tracy_lok@yahoo.com

5. Public Relations Consultant(s)
None

6. Investor Relations Consultant
None

7. Any other advisor(s) that assisted, advised, prepared or provided information with respect to this disclosure statement - the information shall include the telephone number and email
None

Item XVI: Management's discussion and analysis or plan of operation.

A. Plan of Operation: Issuer's Plan of Operation for the next twelve months.

iPure Labs Inc. is a multi-channel concept, combining a wholesale distribution network with a lifestyle and youth marketing sales strategy, guerilla retail strategy, e-commerce, and a consumer catalogue.

We intend, in the beginning, to focus on three products utilizing the licensed pHL 100® and pHL 104®. pHL 100® and pHL 104® technologies, are the first in the industry with a near-zero pH environment demonstrated safe for human in dermatological use. The Company has received FDA over the counter approval for a number of formulated products used in the treatment of acne, skin care, hair care and anti-fungal products.

pHL 100™ is a priority technology that combines a number of acids producing a buffered system, which approaches near zero PH. All of the testing from Stillmeadow reports shows pHL 100™ safe for human skin at 100% concentration with low potential for skin irritation. When applied to skin surface it creates a hostile environment for most pathogens, this has been demonstrated by clinical trials where pHL 100™ was inoculated with common microorganisms and showed a rapid kill rate. Therefore, elimination of such pathogens is desired as the end user.

In addition to obtaining the technology license, the company acquired all of the R&D testing done over the last five years and is looking to target the lucrative cosmetic and medical markets. The company intends, by early 2015, to launch its first range of acne treatment, targeting a multi-billion dollar market.

The initial launch for skin care products will be our Forecast: CLEAR™ Acne Treatments. The products in this range have been developed in our labs in Florida. This section intends to define the initial product range, each products benefits and our pricing strategy. Our methodology in choosing the mid price range for our initial launch is based on competition as our primary issues. Our Skin Care Products include: The Forecast: CLEAR™ Skin System, Mycozol Fungus Treatment and Virplex Ph Anti-Cold Sore Lip Balm.

We plan to launch our wholesale at the various trade shows in mid 2015. We will secure a partnership with a well-respected distributor. Through this partnership we will be able to gain key show positions. The wholesale strategy will target select doctors, department stores and local retailers. This product positioning will further establish the brand image of iPure Labs, Inc.

Our site will be simple and direct with minimal cost. Many of our products are consumable. We will be able to establish a user profile and contact the customer via email when they may be running low, to remind them, at the same time offering her an option to click and replenish. We will establish an EDI (electronic date interchange) capability--directly with the end user. This contact will enable us to suggest add-on items based upon preferences of other users of the same item(s). In addition the e-commerce platform will provide us with a valuable wholesale tool. We will provide client companies with an access code that will allow them to place orders and utilize our product knowledge database as a training tool for their employees. Our e-commerce capability will come online in mid 2015.

B. Management's Discussion and Analysis of Financial Condition and Results of Operations.

For the Period ended July 31, 2014 (Unaudited)

Revenues and Cost of Sales

We did not have sale revenues and cost of sales during the period ended July 31, 2014 since the initial launch of our products is expected in mid 2015.

Operating Expenses

We had operating expenses of $4,437,249 during the period ended July 31, 2014 primarily attributable to the consulting expenses of $2,064,100 and stock based compensation in amount of $2,360,000, which were in connection with the 4,000,000 shares of common stock issued to 4 consultants for advisory services rendered. The fair value of the stock issuance was determined by the market value of the Company's Common Stock on the granted date at a price of approximately $.59 per share.

Both operating costs and expected revenue generation are difficult to predict. There can be no assurance that revenues will be generated and sufficient to cover future operating costs, and it may be necessary to continuously raise additional capital to sustain operations.

We expect our operating expenses will significantly increase in 2015 as we attempt to build our product line and market our products.

Income/Losses

Net losses during the period ended July 31, 2014 were $4,669,769, which were primarily due to the expenses associated with our listing on the OTC market and accrued interest on our promissory notes in amount of $232,520, and the stock based compensation of $2,360,000. We are attempting to negotiate payoffs on most of our promissory notes which, if successful, would remove most of our future interest charges. However, we also expect to increase sales and marketing costs during 2015.

Impact of Inflation

We believe that inflation has had a negligible effect on operations since inception. We believe that we can offset inflationary increases in the cost of operations by increasing sales and improving operating efficiencies.

Liquidity and Capital Resources

During the period ended July 31, 2014, net cash flows used in operating activities were $40,249 due primarily to the net loss of $4,669,769, partially offset by the non-cash expenses including stock based compensation of $2,360,000, and debt assumption in amount of $2,000,000 for consulting services.

During the period ended July 31, 2014, net cash flows used in investing activities were $50,000 due to purchase of patents.

There were no cash flows from financing activities during the period ended July 31, 2014.

We had cash of $9,851 on hand as of July 31, 2014. On the short-term basis, we will be required to raise a significant amount of additional funds over the next 12 months to sustain operations. On the long-term basis, we will potentially need to raise capital to grow and develop our business.

C. Off-Balance Sheet Arrangements: None

Part E: Issuance History

Item XVII: List of securities offerings and shares issued for services in the past two years.

List below any events, in chronological order, that resulted in changes in total shares outstanding by the issuer (1) within the two-year period ending on the last day of the issuer's most recent fiscal year and (2) since the last day of the issuer's most recent fiscal year.

Between January 1, 2012 and December 31, 2012:

Restricted Common Shares Issuance:
Number of shares issued: None
Legend: N/A

Between January 1, 2013 and December 31, 2013:

Restricted Common Shares Issuance:
Number of shares issued: None
Legend: N/A

Between January 1, 2014 and Present:

Restricted Common Shares Issuance:
Number of shares issued: 34,720,000
Legend: Rule 144

Restricted Preferred Shares Issued:
Number of shares issued: None
Legend: N/A

Part F: Exhibits

Item XVIII: Material Contracts:

A copy of our licensing agreement with pH Solutions, Inc. a Colorado Corporation and sole owner of Phtope LLC is filed as Exhibit A

A copy of our licensing agreement with Graeme Baker is filed as Exhibit B

A copy of Plan of Exchange with iPure Labs Inc., a Florida corporation is filed as Exhibit C

Item XIX: Articles of Incorporation and Bylaws.

Articles of Incorporation and all the amendments are filed as Exhibit D

Bylaws is filed as Exhibit E

Item XX: Purchases of Equity Securities by the Issuer and Affiliated Purchasers.

None.

Item XXI Issuer's Certifications.

I, Christopher Pearce certify that:

1. I have reviewed this Information and Disclosure Statement of iPure Labs, Inc.

2. Based on my knowledge, this Information and Disclosure Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Information and Disclosure Statement; and

3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this Information and Disclosure Statement.

Date: October 24, 2014

/s/ Christopher Pearce
Christopher Pearce, President

Exhibit A

Licensing Agreement with pH Solutions, Inc. a Colorado Corporation and Sole Owner of Phtope LLC

LICENSE AGREEMENT

This License Agreement (this "Agreement") is made and entered into as of this 5th day of June in the year 2014, by and between pH Solutions, Inc., a Colorado Corporation and sole owner of Phtope LLC, a Delaware Limited Liability Company and/or its' assigns ("Licensor"), and Ipure Labs, Inc., a Nevada Corporation ("Licensee") (collectively, the "Parties").

RECITALS:

A. Licensor is the owner/licensee of certain patented Technology (defined below) used as an ingredient in various medical, cosmetic, agricultural and industrial products.

B. Pursuant to the terms and conditions of this Agreement, Licensor desires to grant, allow, supply and permit, and Licensee desires to purchase from Licensor, various uses and formulations of the Technology for commercialization.

C. Pursuant to the terms and conditions of this Agreement, Licensor desires to license to Licensee, and Licensee desires to license from Licensor, Licensor's right, title and interest in and to the technology and the Marks (defined below) for certain limited uses and purposes as defined herein.

D. Licensor and Licensee are entering into this Agreement premised upon the understanding that the formulations derived from the original Patent (as defined herein) are and will be the most valuable portion of the past, current and future business of Licensee.

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants, agreements, representations, warranties, terms and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Licensor and Licensee, intending to be legally bound, agree as follows:

1. Definitions

1.1 "Technology" shall include any and all derivations or formulation derived from of the patent described in Exhibit A, attached hereto and incorporated by reference herein. Technology shall include all formulations, test results, marketing studies and other materials regarding the Products and functions described in Exhibit A for use in the cosmetic or medical markets.

1.2 "Licensee" shall mean the following:
(a) an organization, the majority ownership of which is directly or indirectly common to the ownership of Licensee.

1.3 "License Rights" shall mean all of the following technology and intellectual property:

(a) the United States and foreign patents and/or patent applications listed in Exhibit A, as descriptively limited therein;

(b) United States and foreign patents or formulations issued from the applications listed in Exhibit A as descriptively limited therein and from divisionals and continuations of these applications;
(c) claims of U.S. and foreign continuation-in-part applications, and of the resulting patents, which are directed to subject matter specifically described in the U.S. and foreign applications listed in Exhibit A as descriptively limited therein;
d) claims of all foreign patent applications, and of the resulting patents, which are directed to subject matter specifically described in the United States patents and/or patent applications described in (a), (b) or (c) above; and
e) any reissues of United States patents described in (a), (b), (c) above.

1.4 "Marks" shall mean those trademarks and service marks and the uses specifically identified in Exhibit B, attached hereto and incorporated by reference herein.

(a) the United States and foreign trademarks and/or trademark applications listed in Exhibit B, as descriptively limited therein;
(b) United States and foreign trademarks issued from the applications listed in Exhibit B, as descriptively limited therein;
(c) claims of U.S. and foreign resulting trademarks, which are directed to subject matter specifically described in Exhibit A, as descriptively limited therein;
(d) any renewals of United States trademarks described in (a), (b), (c) above.

1.5 A "Licensed Product(s)" shall mean any product or part thereof which:

(a) is covered in whole or in part by an issued, pending claim or formulation contained in or derived from the original Patent in the country in which any Licensed Products are made, used or sold;
(b) is manufactured by using a process which is covered in whole or in part by an issued, or a pending claim contained in the original Patent in the country in which any Licensed Product is used or in which such product or part thereof is used or sold;
(c) is derived from the original Patent, Formulation, Know-How, and/or trade secrets specifically related to an invention described in Patent.

1.6 A "Licensed Process" shall mean any process which:

(a) is covered in whole or in part by an issued or a pending claim contained in the original Patent;
(b) is derived from the original Patent, Formulation, Know-How, and/or trade secrets specifically related to an invention described in the original Patent.

1.7 "Effective Date" of this Agreement shall be the date upon which the terms of Section 5 are satisfied.

1.8 "Term" shall have the meaning set forth in Section 2 of this Agreement.

1.9 "Termination Date" shall be the date of termination of this Agreement pursuant to Section 15 of this Agreement.

2. Term of Agreement. The Term of this Agreement (the "Term") shall commence on the Effective Date of execution of this Agreement and shall continue in perpetuity for as long as other requirements of this Agreement have been met.

3. License of Technology.

3.1 During the Term, Licensor shall grant to Licensee, and Licensee shall accept from Licensor, the exclusive world-wide rights to make, use, sell and otherwise financially exploit the Technology. Licensor hereby grants to Licensee the exclusive world wide right and license to make, have made, use, lease, sell and otherwise financially exploit for profit the Licensed Products, and to practice the Licensed Processes in the Territory for the Field of Use to the end of the Term of this Agreement.

3.2 In order to establish exclusivity for Licensee, Licensor hereby agrees that it shall not grant any other license to make, have made, use, lease, sell and otherwise financially exploit Licensed Products or to utilize licensed Processes in the Territory for the Field of Use during the period of time commencing with the Effective Date of this Agreement and terminating with the expiration of this Agreement.

3.3 Licensee shall have the right to enter into sublicensing agreements for the rights, privileges and licenses granted hereunder. However, Licensee shall notify Licensor in writing of the initiation of license negotiations with all potential sub-licensees.

3.4 Licensee hereby agrees that every sublicensing agreement to which it shall be a party and which shall relate to the rights, privileges and license granted hereunder shall contain a statement setting forth the date upon which Licensee's exclusive rights, privileges and license hereunder shall terminate.

3.5 Licensee agrees that any sublicenses granted by it shall provide that the obligations to Licensor of this Agreement shall be binding upon the sub-licensee as if it were a party to this Agreement. Licensee further agrees to attach copies of this Agreement to sublicense agreements.

3.6 Licensee agrees to forward to Licensor a copy of any and all sublicense agreements within thirty (30) days of the execution of such sublicense agreements and further agrees to forward to Licensor annually a copy of such reports received by Licensee from its sub-licensees during the preceding twelve (12) month period under the sublicenses.

3.7 The license granted hereunder shall not be construed to confer any rights upon Licensee by implication, estoppel or otherwise as to any technology not specifically set forth herein.



3.8 Any and all approvals, permits, authorizations, licenses and applications therefore relating to the Technology, the Marks, the Patent, the Licensed Products and the Licensed Processes which are filed by Licensee (or any other party) with any local, state, Federal or international government agency, entity, association or organization (collectively, the "Approvals"), shall be filed by Licensee (or such other party) only in the name of Licensor's parent company, pH Solutions, Inc., a Colorado corporation. To the extent

that any such Approvals or applications were previously issued, or were applied for and are pending, in the name of another party, Licensee shall take any and all action necessary to effect a complete assignment of the same to pH Solutions, Inc.

4. License of Marks. Subject to the terms and conditions of this Agreement, Licensor grants Licensee an exclusive worldwide license to the Marks.

5. Fees and Compensation.

5.1 As consideration for the License granted to Licensee pursuant to this Agreement, Licensee shall:

a) Assume certain debts and claims of pH Solutions as defined in Exhibit C attached hereto.
b) Make Royalty payments to pH Solutions, Inc. in an amount equal to the greater of Fifty Cents Cents ($0.50) per unit of Licensed Products shipped or three percent (3%) of the Gross Revenue derived from sale of Licensed Products.
c) Royalty payments shall be due on a monthly basis and be paid not later than 30 days following the month end in which the Licensed Products are shipped.

5.2 Licensee shall keep full, true and accurate books of account containing all particulars that may be necessary for the purpose of showing the amounts payable to Licensor hereunder. Said books of account shall be kept at Licensee's principal place of business or the principal place of business of the appropriate division of Licensee to which this Agreement relates.

5.3 Licensee, within forty-five (45) days after June 30 and December 31 of each year, shall deliver to Licensor true and accurate reports, giving such particulars of the business conducted by Licensee and its sublicensees during the preceding six-month period under this Agreement. These shall include at least the following:

(a) number of Licensed Products manufactured and sold;
(b) total billings for Licensed Products sold;
(c) accounting for all Licensed Processes used or sold;
(d) names and addresses of all sublicensees of Licensee; and
(e) A progress report on patent filings in each country filed by Licensee or its employees, principals, managers, affiliates, owners or agents, including the serial number, name of patent application, name of inventors and status of each patent application covering Licensed Products or Licensed Processes.

5.4 On or before the sixtieth (60th) day following the close of Licensee's fiscal year, Licensee shall provide Licensor with Licensee's un-audited financial statements for the preceding fiscal year including, at a minimum, a Balance Sheet and an Operating Statement.

6. Books and Records; Licensee's Right to Audit.

6.1 Licensee shall keep regular books of account for the sale of Licensed Products. Licensee shall render a written statement and deliver such statement to Licensor by fax, email and/or regular mail for each month's activity, within thirty (30) days of the last day of each quarter. Such written statement shall include the total amount of products sold or otherwise disposed of, the particular Licensed Products sold or otherwise disposed of, the Royalty due and payable to Licensor and such other items reasonably requested by Licensor. The statement shall be certified as correct by an authorized officer of Licensee.

6.2 Once per year, Licensor's and its designees may inspect and/or audit Licensee's business records and the business records of any affiliates involved in marketing, promoting, manufacturing or distributing of the Licensed Products, within thirty (30) business days notice, during regular business hours to determine if Licensee is maintaining accurate business records, reports, accounts, books and data and accurately calculating the Net Profits.

7. Sublicensing and Contract Manufacturing.

7.1 Licensee, at its sole discretion, may grant a sublicense under this Agreement for any purpose including but not limited to manufacturing, marketing, distributing or developing the Licensed Products, on behalf of Licensee, provided that said contract manufacturer or sub-licensees shall be bound to the confidentiality terms in this Agreement. Any and all sublicenses granted by Licensee related to the Licensed Products, may be granted at the sole discretion of the Licensee. All sub-licensees or other affiliates hired to manufacture, market or conduct research on the Licensed Products must sign an appropriate confidentiality agreement as well as a non-competition agreement, in form and with such content consistent with the terms of this agreement.

8. Licensee Shall Use Best Efforts; Comply with all Laws; Customer Service.

8.1 Licensee shall proceed as quickly as possible and use its best efforts to develop and market the Licensed Products and, throughout the Term through a thorough, vigorous and diligent program for exploitation of the Patent Rights, to diligently market, promote and sell the Licensed Products and License Processes.

8.2 Licensee's failure to perform in accordance with Section 8.1 above shall be grounds for Licensor to terminate this Agreement.

8.3 During the Term, Licensee shall manufacture, or have the Licensed Products manufactured, label, advertise, package, store, promote, ship and sell the Licensed Products in compliance with all governmental laws, rules and regulations applicable to the Licensed Products.

8.4 Licensee shall use its best efforts to adequately meet the demand for the Licensed Products, and to advertise and promote the Licensed Products to prospective third party purchasers of such products

8.5 During the Term, Licensee shall promptly respond to consumer complaints and shall provide Licensor with notice of any complaints involving significant safety, sanitary, quality and labeling issues with the Licensed Products. Licensee shall also maintain procedures for a market withdrawal or a recall and shall provide Licensor with notice of any Licensed Product issues that give rise to a market withdrawal. Recall or modifications as soon as possible after Licensee receives notice of such issue with the Licensed Products.

9. Quality Control.

9.1 Licensee shall provide Licensor with samples of the Licensed Products, from time to time, when requested by Licensor and shall comply with Licensor's reasonable quality control standards, if any. Licensor may test and evaluate the quality and consistency of the Licensed Products at Licensor's expense. In addition, Licensee shall provide Licensor with samples of all proposed uses of the Marks and all advertising and product claims relating to the Licensed Products containing the Technology. Licensee shall have sole and absolute discretion regarding the trade names of any and all of the Licensed Products.

10. Maintenance and Defense of the Technology.

10.1 If Licensee or any sublicense becomes aware of an infringement or potential infringement of the Technology or of any other intellectual property right of the Licensor, the Licensee will promptly notify the Licensor in writing and provide the details known to the Licensee. Within ninety (90) business days after the date of the original notice, the Licensor will notify the Licensee of its decision whether or not it wishes to participate in litigation against the infringor or potential infringor. In the event that Licensor elects to participate in such litigation then Licensor may institute and control such litigation at its own expense.

10.2 During the term of this Agreement, Licensor shall have the right, but shall not be obligated, to prosecute at its own expense any such infringements of the Technology. If Licensor prosecutes any such infringement, Licensee agrees that Licensor may include Licensee as a co-plaintiff in any such suit, without expense to Licensee. The total cost of any such infringement action commenced or defended solely by Licensor shall be borne by Licensor and Licensor shall keep any recovery or damages for past infringement derived therefrom.

10.3 During the term of this Agreement, Licensor shall have the right, but shall not be obligated, to prosecute at its own expense any such infringements of the Technology. If Licensor prosecutes any such infringement, Licensee agrees that Licensor may include Licensee as a co-plaintiff in any such suit, without expense to Licensee. The total cost of any such infringement action commenced or defended solely by Licensor shall be borne by Licensor and Licensor shall keep any recovery or damages for past infringement derived therefrom.

10.4 Absent enforcement action by the Licensor. Should the Licensee undertake enforcement and/or defense of the License Rights by litigation, the cost of such action shall be the sole responsibility of the Licensee. Any recovery of damages less any Royalties that would have otherwise been due, from any such suit shall be retained by the Licensee.

10.5 In the event that a declaratory judgment action alleging invalidity or non-infringement of any of the License Rights, or that the manufacture or sale of any Licensed Product by Licensee, its affiliates or its sub-licensees, or the use of such Licensed Product by any customer of any of the foregoing, infringes proprietary rights of a third party shall be brought against Licensee, Licensor, at his option, shall have the right, within thirty (30) days after commencement of such action, to intervene and take over the sole defense of the action at its own expense. In the event Licensor fails to do so within such thirty (30) day period then Licensee may, in its sole discretion, modify such Licensed Product to avoid such infringement and/or may settle on terms reasonably approved by Licensor.

10.6 In the event that a declaratory judgment action alleging invalidity or non-infringement of any of the Patent Rights, or that the manufacture or sale of any Licensed Product by Licensee, its affiliates or its sub-licensees, or the use of such Licensed Product by any customer of any of the foregoing, infringes proprietary rights of a third party shall be brought against Licensee, Licensor, at his option, shall have the right, within thirty (30) days after commencement of such action, to intervene and take over the sole defense of the action at its own expense. In the event Licensor fails to do so within such thirty (30) day period then Licensee may, in its sole discretion, modify such Licensed Product to avoid such infringement and/or may settle on terms reasonably approved by Licensor.

11. Licensor's Rights in Technology.

11.1 Licensee acknowledges that, subject to Licensee's benefits provided for in Section 3 and 4 of this Agreement, Licensor shall be entitled to sell, manufacture, license, or otherwise exploit for commercial or non-commercial purposes the Technology and any rights not specifically licensed hereunder, as described in Exhibit A.

12. Indemnification.

12.1 Licensee shall at all times during the term of this Agreement and thereafter, defend, indemnify and hold harmless Licensor, its trustees, officers, directors, agent employees and affiliates (each a "Licensor Indemnity"), harmless against all claims and expenses, including costs, legal expenses and reasonable attorneys' fees, whether arising from a third party claim resulting from Licensor's enforcing this indemnification clause against Licensee, and against any and all losses, damages, liabilities, and expenses (including reasonable attorneys' fees and other costs of defense) in connection with any and all actions, suits, claims, or demands that may be brought or instituted against any Licensor Indemnity (i) based upon or arising out of any breach by Licensee of, or failure by Licensee to comply with, its covenants and obligations under this Agreement, or (ii) by any third party based on or arising out of (A) the promotion, marketing, sale, or distribution by Licensee of a Licensed Product, (B) the use of a Licensed Product

manufactured by or on behalf of Licensee, (C) any claims of efficacy or safety made by Licensee with respect to any Licensed Product, (D) the activities of Licensee under this Agreement (E) any other liability arising out of the business of Licensee, or (F) arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from the production, manufacture, sale, use, lease, consumption or advertisement of the Licensed Product(s) and/or Licensed Process(es) or arising from any obligation of Licensee hereunder.

12.2 Licensee shall make every reasonable effort to obtain and carry in full force and effect adequate liability insurance which shall protect Licensee and Licensor in regard to events covered by Paragraph 12.1 above.

12.3 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF PATENT RIGHTS CLAIMS, ISSUED OR PENDING, NONINFRINGEMENT, OR LAWFULNESS OF THE TECHNOLOGY OR THE PATENT RIGHTS, THE PATENT, OR THE MARKS IN ANY JURISDICTION. Licensor, its parent companies, subsidiaries, members, managers, and their shareholders, members, officers, directors, employees and agents shall have no liability whatsoever to licensee for or on account of any injury, loss or damage of any kind or nature, sustained by, or any damage assessed or asserted against, or any other liability incurred by or imposed upon licensee arising out of or in connection with or resulting from: (i) the use or sale of any product; or (ii) any advertising or other promotional activities with respect to any of the products.

13. Insurance.

13.1 Licensee's Insurance. Licensee shall, at its sole cost and expense, prior to shipping Licensed Products for sale, insure its activities in connection with this Agreement and will maintain and keep in force throughout the Term, with insurers acceptable to Licensor, the following types of insurance:

(a) Comprehensive or Commercial General Liability, which shall include products liability with minimum limits as follows:
   (i) $2,000,000 combined single limit as respects liability arising out of Licensed Products. This coverage may be maintained on either an occurrence or claims made form. If products coverage is on a claims made form, Licensee must maintain such coverage for 24 months after termination or expiration of this Agreement; and
   (ii) $2,000,000 General Aggregate.

(b) It is expressly understood and agreed, however, that the insurance coverage and limits stated in (a) above shall not in any way limit the liability of Licensee and that the required insurance shall be primary coverage. Any insurance Licensor may purchase will be excess and noncontributory.

13.2 Certificates of Insurance. Each Party shall provide or shall cause to be provided to the other Party written evidence of the insurance coverage obtained by such Party pursuant to Section 13 of this Agreement. Each Party shall provide the other Party with written notice at least thirty (30) days prior to the cancellation, non-renewal, modification, or other material change in such Party's insurance coverage required by this Agreement. If such Party does not obtain replacement insurance providing coverage comparable to that described in Section 13 within such thirty-day period, then, notwithstanding anything to the contrary contained in this Agreement, the other Party shall have the right to obtain such replacement insurance in the name and on behalf of such Party, and shall also have the right to pay the premium for such replacement insurance and to be reimbursed promptly by such Party. Each Party does hereby appoint the other Party as such Party's attorney-in-fact for it and in its name, place, and stead and for its benefit, to sign, execute, certify, acknowledge, swear to, and file any or all of documents necessary or appropriate for obtaining such replacement insurance pursuant to the preceding sentence of this Section 13.2. Licensee shall cause the Licensor to be named as an additional insured on all policies of insurance required under this Agreement.

14. Improvements and Design Changes the Technology.

14.1 All right, title and interest in and to any improvements, design changes, modifications, revisions, additions and upgrades to the Technology, including, without limitation, any derivative works conceived, created or developed by or on behalf of Licensee and any and all new patents derived from the same, shall be the exclusive property of Licensor and shall be considered a "work for hire".

15. Termination.

15.1 Licensor's Right to Terminate. Licensor shall have the right to immediately terminate this Agreement upon the following:

(a) If Licensee is in breach or default of this Agreement and such breach or default is not cured within thirty (30) business days after receipt of written notice from Licensor specifying the nature of such breach or default;
(b) If Licensee is adjudged bankrupt or makes an assignment for the benefit of creditors, or a receiver shall be appointed to take over its assets or makes a proposal under any insolvency legislation, or applies for a suspension of payments, or if Licensee is liquidated or dissolved or if Licensee proposes a compromise or arrangements to its creditors under any such legislation;
(c) Upon any material breach or default of this Agreement by Licensee Licensor shall have the right to terminate this Agreement and the rights, privileges and license granted hereunder by ninety (90) days' written notice to Licensee. Such termination shall become effective unless Licensee shall have cured any such breach or default prior to the expiration of the ninety (90) day period.
(d) Licensee fails to adhere to the essential laws and regulations of the Federal, State, local government as well as all corporate laws prevailing in any state in which it operates

or is domesticated.
(e) Upon termination of this Agreement for any reason, nothing herein shall be construed to release either party from any obligation that matured prior to the effective date of such termination. Licensee and any sub-licensee thereof may, however, after the effective date of such termination, sell all Licensed Products, and complete Licensed Products in the process of manufacture at the time of such termination and sell the same, provided that Licensee shall pay to Licensor the Fees due thereon as required by this Agreement and shall submit the reports required by hereof on the sales of Licensed Products.
(f) Upon termination of this Agreement for any reason, Licensor, at Licensor's sole discretion, shall have the right to cancel any sublicenses. Such termination shall be made by written notification from Licensor to each sublicensee.

15.2 Licensee's Right to Terminate; Bankruptcy Event.

(a) Notice of Assumption or Rejection.

(i) In the event that either party, or any parents or affiliates of either party, files or has filed against it a petition under the Federal Bankruptcy Code (11 U.S.C. §§ 1, et seq.) (the "Bankruptcy Code"), is adjudged bankrupt, or files or has filed against it a petition for reorganization or arrangement under any law relating to bankruptcy or similar laws for the protection of debtors, whether under the laws of the United States and its political subdivisions or otherwise, such party shall (1) notify the other party thereof within ten (10) days after the filing of such petition or such adjudication, and (2), within thirty (30) days after the filing of such petition, shall notify the other party of the party's assumption or rejection of this Agreement and shall file a petition with the appropriate court for approval of all other action as may be necessary to obtain the approval of such petition and of such assumption or rejection. If such party does not: (1) within thirty (30) days after the occurrence of any of the foregoing events, notify the other party of its assumption or rejection of this Agreement or file the petition, or (2) thereafter diligently take all other action necessary for the approval of the foregoing petition or of such assumption or rejection, such party shall be deemed to have rejected this Agreement. Each party acknowledges that, for purposes of section 365 of the Bankruptcy Code and similar provisions of any other or future similar laws relating to any other party's assumption or rejection of any executory contract, a period of thirty (30) days after the date of filing or adjudication described above shall constitute a reasonable time in which such party shall assume or reject this Agreement and a party shall be deemed to have not diligently taken all action necessary for the approval of the foregoing petition or of such assumption or rejection is not approved by the appropriate court within sixty (60) days after the filing of the petition for such assumption or rejection.



(b) Conditions to Assumption.
No election by any party, or any successor-in-interest to such party, to assume this Agreement as contemplated by paragraph (a) above shall be effective unless each of the following conditions, each of which each party acknowledges is commercially reasonable in the context of a bankruptcy or similar proceeding, has been satisfied by such party and each of the other parties has acknowledged such satisfaction in writing:

(1) Cure. Such party has cured, or has provided the other party adequate assurance that:

(A) Monetary Defaults. Within ten (10) days from the date of such assumption such party will cure all monetary defaults under this Agreement; and
(B) Non-Monetary Defaults. Within thirty (30) days from the date of such assumption such party will cure all non-monetary defaults under this Agreement.

(2) Pecuniary Loss. Such party has compensated or has provided to the other party adequate assurances that within ten (10) days from the date of assumption the other party will be compensated for any pecuniary loss incurred by the party arising from any default of such party under this Agreement prior to the assumption.

(3) Future Performance. Such party has provided the other party with adequate assurances of the future performance of such party's obligations under this Agreement.

(c) Termination.

This Agreement shall terminate upon the rejection of this Agreement as contemplated by this Section by any party or successor-in-interest thereto.

(d) No transfer.

Neither any party's interest in this Agreement nor any portion thereof shall pass to any trustee, receiver, or assignee for the benefit of creditors, or any other person or entity or otherwise by operation of law under the Bankruptcy Code or the insolvency laws of any state having jurisdiction of the person or property of such party unless the other party shall consent to such transfer in writing.

15.3 The right and license of Licensee shall survive termination of this Agreement, except in the case of termination of this Agreement by the Licensor under paragraph 15.1 or

15.4. Licensee's customers for all Licensed Products shall also be licensed to use, offer for sale, sell, export, import and otherwise dispose of Licensed Products purchased from Licensee irrespective of whether the Agreement has been terminated.

15.5 Licensee's Obligations Upon Termination. Upon termination of the Term, Licensee shall immediately do the following:

(a) Licensee shall immediately pay to Licensor all moneys due from the Licensee to Licensor;
(b) Upon termination of the Term, Licensee shall not have the right to produce any additional Licensed Products. Licensee shall have the right to sell all remaining finished goods, components and work-in-process inventory of the Licensed Products for six (6) months following the Termination Date. All such sales by Licensee shall continue to be subject to the obligation to pay the Royalty, and in addition to other obligations that survive the termination of the Term.
(c) Upon termination of the Term, Licensee shall immediately turn over to Licensor all documents, materials, research, developmental material, information or items relating to the Licensed Products containing the Technology.
(d) Licensor shall have the option to purchase any or all of the Licensed Products and/or labels, containers and packaging materials for the Licensed Products then held by Licensee (collectively, "Termination Inventory") at a price equal to Licensee's cost for such Termination Inventory. Licensee shall submit a report detailing the Termination Inventory and a breakdown of Licensee's costs for the Termination Inventory no later than fifteen (15) days after termination of the Term. In the event Licensor notifies Licensee that it desires to exercise its option to purchase any amount the Termination Inventory within sixty (60) days of receipt of such report, Licensee shall promptly deliver such items to Licensor upon payment therefore. In the event Licensor does not exercise its option to purchase the Termination Inventory, Licensee shall destroy the Termination Inventory within seven (7) months after termination. Licensee's President shall deliver a certificate to Licensor evidencing such destruction.
(e) Licensee shall promptly deliver to Licensor all contracts, client lists and client correspondence relating to the Licensed Products.

16. Confidentiality/Non-Disclosure.

16.1 Each Party acknowledges that, in the course of performing its obligations under this Agreement, its affiliates, principals, officers, directors, representatives, agents and employees and approved sub-licensees may be given access to or may become acquainted with, certain information and trade secrets or both, of the other Party, including, without limitation, confidential information and trade secrets regarding the Technology, designs, formulas, computer programs, skills, procedures, methods, documentation, drawings, schematics, specifications, engineering, technical and other data, materials, facilities, customers, policies, marketing, pricing, customer lists and other information and know-how, all relating to or useful to other Party's respective businesses (collectively, the "Confidential Information").

16.2 During the Term and forever thereafter, each Party shall not in any manner, either, directly or indirectly, divulge, disclose or communicate to any person or firm, the Confidential Information. Each Party expressly agrees that the Confidential Information affects the successful and effective conduct of each Party's business and its good will, and that any intentional or reckless breach of the terms of this Section is a material breach

of this Agreement.

16.3 Notwithstanding anything to the contrary contained in this Section, each Party shall have no obligation concerning any portion of the Confidential Information that it can demonstrate: (i) was known to it before receipt from the other Party; (ii) is or becomes generally available to the public in a manner other than as a result of disclosure by the other Party or the other Party's Representatives, (ii) is or becomes available to the Party on a non-confidential basis from a source other than the other Party, which source obtained the information lawfully and is under no confidentiality obligations to the other Party; or (iv) is approved for release in writing by the other Party. Nothing in this Agreement shall prohibit either Party from seeking injunctive relief or other equitable or legal remedy to protect against the release of its Confidential Information even in the event disclosure is required by court order or a ruling by a governmental agency or department or accreditation body.

16.4 Each Party shall cause each of its respective officers, directors, agents, members, managers and shareholders and partners, as applicable, to enter into written agreements in a form acceptable to each Party agreeing to be bound by the agreements, restrictions and obligations set forth in this Section 16 and Section 17 below.

17. Non-competition.

17.1 During the Term and for (1) year thereafter, Licensee and each of their respective officers, members, agents, managers directors and shareholders shall refrain from the manufacture, marketing, licensing, distribution and sale, whether directly or indirectly of any product that is materially similar to or competitive with the Licensed Products.

17.2 Licensee and each of its officers, directors and shareholders agree to be bound by this non-competition agreement in Section 17.1 above for a period of (1) year following the termination of the Term.

17.3 Licensee shall cause each of its officers, directors and shareholders to enter into written agreements in a form acceptable to each Party agreeing to be bound by the agreements, restrictions and obligations set forth in this Section 17.

18. General Provisions.

18.1 Assignment. Licensee may assign this Agreement and its rights and obligations under this Agreement at its' sole discretion. For purposes of this Agreement, a change in ownership of more than 50% of all outstanding shares shall constitute an assignment.

18.2 Binding Effect. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns, whether so expressed or not.

18.3 Entire Agreement; Amendment. This Agreement, together with the Exhibits, is the complete and exclusive agreement of the Parties, and supersedes all other

communications, oral or written, between the Parties, relating to the subject matter hereof. Any change to this Agreement shall not be valid unless it is in writing and signed by both Parties.

18.4 Jurisdiction and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts. Venue for any dispute hereunder shall lie exclusively in the Commonwealth of Massachusetts.

18.5 Arbitration. Except as expressly provided in this Agreement, all claims for monetary damages and disputes relating in any way to the performance, interpretation, validity, or breach of this Agreement shall be referred to final and binding arbitration, before a single arbitrator, under the commercial arbitration rules of the American Arbitration Association in the Commonwealth of Massachusetts. The Parties shall select arbitrator and if the Parties are unable to reach agreement on selection of the arbitrator within thirty (30) days after the notice of arbitration is served, then the arbitrator will be selected by the American Arbitration Association. All documents, materials, and information in the possession of a Party and in any way relevant to the claims or disputes shall be made available to the other Party for review and copying not later than 60 days after notice of arbitration is served.

To the extent that a Party would be required to make confidential information available to any other, an agreement or an order shall be entered in the proceeding protecting the confidentiality of and limiting access to such information before a party is required to produce such information. Information produced by a party shall be used exclusively in the arbitration or litigation that may arise, and shall not otherwise be disclosed. The arbitrator shall NOT have subject matter jurisdiction to decide any issues relating to the statute of limitations or to any request for injunctive relief, and the parties hereby stipulate to stay the arbitration proceeding (without the need of a bond) until any such issues in dispute are resolved. Excluding those items described herein which stay an arbitration proceeding, judgment upon the award rendered by the arbitrator shall be final, binding and conclusive upon the Parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns, and may be entered in any court of competent jurisdiction.

18.6 Equitable Relief. Notwithstanding Section 18.5 of this Agreement, the Parties expressly agree and understand that the remedy at law for any breach of this Agreement shall be inadequate and that damages flowing from such breach are not usually susceptible to being measured in monetary terms. Accordingly, it is acknowledged that upon any party's violation or attempted violation of this Section, Licensor shall be entitled to seek from any court of competent jurisdiction immediate injunctive relief and obtain temporary and/or permanent injunctions restraining any threatened or further breach, as well as an equitable accounting of all profits or benefits arising out of such violation. Each Party acknowledges and agrees that the provisions of this Agreement may be enforced by Licensor any successor or assign of Licensor. The prevailing party in any such arbitration of in any matter before a court of competent jurisdiction shall be entitled to recover its costs and attorneys fees.



18.7 Due Diligence. Licensee has undertaken and completed, with respect to this Agreement and the transactions contemplated hereby, such due diligence as Licensee deems appropriate and Licensee agrees to enter into this Agreement as a result of its independent conclusions and not because of or in reliance upon any representations or warranty, express or implied, of Licensor or any agent or representative of Licensor.

18.8 Independent Contractors. Each Party acknowledges that the Parties to this Agreement are independent contractors. Each Party agrees that it will not, except in accordance with the terms of this Agreement, represent itself as an agent or legal representative of the other Party, and shall have no power or authority to bind the other Party to any obligations.

18.9 Waiver. The failure or delay of any Party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

18.10 Severability. If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise void or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

18.11 Notices. All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been received when personally delivered or when deposited in the United States mail, sent by registered or certified mail, postage prepaid, addressed as set forth at the end of this Agreement or to such other address as either Party may provide to the other by notice given in accordance with this Section.

18.12 Survival. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any Party pursuant to this Agreement, including, without limitation, Sections 1, 6, and 12 through 18, inclusive, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the Effective Date.

For: pH Solutions, Inc.

Barry McFarland

Date: 7/14/14

For: Ipure Labs, Inc.

_____

Date: _____

Exhibit A

United States Patent 5,512,200; Chinese Patent 96,180,344.4 described as "Low pH Acidic Compositions" for an improvement in Low pH acidic compositions for uses related generally to chemical, pharmaceutical and cosmetic agents and more particularly, but not limited to, use in applications for the "Safe Acid" technology patented as pHL 100™ and pHL 104, including but not limited to the entire skin care, hair care, anti-aging and consumer and/or medical markets including but not limited to cancer treatment as well as markets for treating epidermal conditions such as acne, nail fungus, herpes, cold sores, and psoriasis in both human and veterinary environments.

Such applications will among others include:

1) Products using pHL-100™ that have a cosmetic monograph and incorporate benefits to humans of rapid bacteria kill, anti-aging and skin care prevention through a deep cleaning process.
2) Products using pHL-100™ that have a medical monograph for rapid bacteria kill and rapid healing.
3) Acne Treatment products developed by the company under the banner Forecast: Clear™
4) Daily Anti-Bacterial Complexion Wash
5) Anti-Bacterial Acne Day Treatment
6) Overnight Clean Pore Treatment
7) Arress Nail Fungus Treatment to help eliminate topical nail fungus infections in toes, fingers, and surrounding skin areas.
8) Youth Renewal Products consisting of four synergistic products(Cleanser, Cream, Gel & Eye Gel), all containing pHL 100®. The products are especially formulated for reducing fine lines and wrinkles while also acting as an outstanding moisturizer to the skin.
9) Acne Spot Treatment Cream, a breakthrough complex containing pHL 100® combined with salicylic acid to treat acne blemishes.
10) Acne Performance Pads to attack deeply imbedded blackheads, whiteheads, pimples and unsurfaced blemishes.
11) Dermatologist-Only Line A line of products specifically for dermatologists to be used exclusively in their offices
12) Antibacterial Bath and Shower Line A cutting- edge collection of bath and shower products targeted for family use.
13) Cold Sore / Fever Blister Treatment An over the counter product that is intended to relieve the pain, itching and burning of cold sores and fever blisters.
14) Salon Hair Line a low pH hair care line including but not limited to shampoos & conditioners treatments for the following conditions:

    - Herpes Virus (Types I & II)
    - Shingles
    - Genital Fungus
    - Dicubitus Ulcers (Bed Sores)
    - Burns
    - Antiseptic (Personal)

- Anti-Cancer Sunscreen
- Wound Healing
- Rashes
- Antiseptic (Cleaning)
- AIDS lesions
- Surgical Scrub
- Human Papilloma Virus

15) All testing preformed to date relative to the consumer and medical market applications including but not limited to:

- Bio-Pharm Pharmaceutical Services
- Hill Top Research, Ltd.
- Stillmeadow Laboratories, Inc.
- University of Texas at Houston Health Science Center
- MD Anderson Cancer Center
- Perritt Laboratories
- S.A. Lab. Ji. Simon, Belgium
- Venezuelan National Study: Dr. Marcos N. Garcia Cruz, M.D.
- Studies by: Dr. Christopher S. Virtue, M.D., P.A., Dermatology/Laser Surgeon
- In Vitro testing regarding: Enterococcus faecalis, Herpes viruses I & II, Poliovirus type I, Human Papilloma virus, Mycobacterium smegmatis, E. coli, Staphylococcus aureus, Candida albicans, Aspergillus niger, Pseudomonas aeruginosa
- InVitro Clinical Studies conducted by Dr. Dr. Marcos Cruz in Caracas, Venezuela using pHL 100® as a topical herpes treatment in a comparative study with Acyclovir.
- FDA Registration
    - April 7, 2004 Registration for Forecast Products
    - FDA Registration approval Forecast Products
    - Copy of Drug Registration and Listing Document
    - Individual State EPA Registration

- Product Information
    - Skin Safety Test AMA Laboratories, Inc
    - RSI International Research Services Inc
      Study to Assess The skin Sensitization Potential of Test Product when applied to the skin of 50 Healthy Human Subjects
    - Primary Eye Irritation Study in Rabbits Hill Top Research Ltd.
    - Stillmeadow Incorporated Tests
        - Acute Dermal Toxicity Study Rabbits Facial Cream
        - Primary Eye Irritation Study Rabbits
        - Final Report Rabbit Dermal Irritation
        - Final Acute Dermal Toxicity Study Rabbits

- Final Primary Eye Irritation Study Rabbits Facial Impact
- Final Application Rabbit Dermal Irritation Facial Impact
- Acute Oral Toxicity Study in Rabbits Facial Formula
- Acute Dermal Toxicity Study Rabbits Facial Formula
- Primary Eye Irritation Study Rabbits Facial Cream
- Repeated Rabbit Dermal Irritation Facial Formula

- pH Mystique 16-30

- Comparative Study in the Clinical Evaluation of hydrolyzed Blend of HCL and Acyclovir in the Treatment and Disappearance of the Clinical Systems of Herpes

    - The University of Texas preliminary studies on three human viruses 1. herpes simplex virus type 1 and herpes simplex virus type 2.
    - The University of Texas Memo on additional papillomavirus Research

- Perritt Laboratories test for antibacterial and antifungal testing
    - FDA approval for over the counter sales of Anti-fungal Nail Serum

- Various Studies and Tests done using pH 100
    - Correspondence

Exhibit B

All Registered and Common Law Trademarks as follows:

pHL 100™; pHL 104; Forecast: Clear™ ; Daily Anti-Bacterial Complexion Wash; Anti-Bacterial Acne Day Treatment; Overnight Clean Pore Treatment; Arress Nail Fungus Treatment; Youth Renewal System

Exhibit C

Assumed Debts and Claims of pH Solutions, Inc.

	Note Payable	Converted Shares
D Philips	134,547.95	90000
D Philips	116,904.11	90000
Griffin Enterprises	185,998.25	121,303
Griffin, Noreen	412,366.33	301,900
Griffin, Noreen	177,354.06	130,894
Griffin Family Trust	2,529,886.46	1,852,581
50% Assigned Note 9A	940,499.63	846,450
Black Rock	200,000.00	300,000
McFarland, Barry	180,206.55	132,999
McFarland, Barry	983,232.88	720,000
50% Assigned Note 9A	940,499.63	846,450
Turner, Howard	193,298.39	142,661
Artabane, Joe	249,428.15	201,122
DeFalco, Robert	2,367.95	200,000
	7,528,422.57	**5,997,077.67**

Exhibit B

Licensing Agreement with Graeme Baker

Memorandum of Understanding ("MOU")

This MOU is between

IPure Labs Inc. a company incorporated in the State of Florida having and its registered address at 22897 Ironwedge Drive, Boca Raton, Florida 33433 ("IPure")

And

Graeme Baker (or his nominated corporate entity) of 2 Riverview Mansions, Clevedon Road, Twickenham, London United Kingdom TW1 2HY. ("Baker")

Whereas

1. Baker confirms and undertakes that he is the owner of certain intellectual property relating to and being the formulation and process for the production of a transdermal compound delivery procedure ("Baker IP") and that he is fully permitted and entitled to enter into the terms contained herein.
2. IPure is the owner of certain product formulations which they believe could be improved or benefit from the use of the Baker IP ("IPure Products")
3. Baker is the owner of certain product formulations (namely a Collagen based day and night creams) which utilise the Baker IP ("Baker Products").
4. Baker has agreed to transfer and assign to IPure to manufacture and sell Baker Products under their own brand name and the Baker IP which IPure will use to improve the the IPure Products.
5. The parties wish to establish an ongoing relationship whereby Baker transfers and assigns to IPure the Baker IP and the Baker Products on the terms and conditions set out herein

Terms and Conditions:

The parties have agreed that in consideration of IPure satisfying the following consideration terms and conditions that Baker shall sell and IPure shall buy the Baker IP and the Baker Products.

Consideration and Conditions

a) IPure shall pay the sum of $US50,000 to an account nominated by Baker
b) IPure shall cause ordinary shares / common shares in IPure with a value of $US500,000 (based on the price equal to the price at which Mr Christopher Pearce and Ms Noreen Griffin are or have been allotted shares in IPure) to be issued to Baker or his nominee.
c) The parties entering into a royalty agreement whereby Baker is entitled to 5% of the gross sales revenues generated by IPure from any of the IPure Products which utilise the Baker IP.
d) The parties entering into a royalty agreement whereby Baker is entitled to 5% of the gross sales revenues generated by IPure from any of the Baker Products which utilise the Baker IP.

General

Parties agree that a more formal document will be drawn up by their respective lawyers for execution so as to better record and reflect the parties intentions and obligations.

That IPure will engage Baker for a period of not less than 3 months from the date of his signing of this MOU to act as a consultant to them and to pass on his knowledge of the Baker Products and the Baker IP. He shall be remunerated at the rate of $5000 per month.

This consultancy relationship to be either renewed (on terms to be agreed) or terminated at the conclusion of the 3 months referred to above.

The terms of this MOU are to be kept confidential except required by law in the United States or the United Kingdom.

IPure shall also mean any company or person associated with or related to IPure including without limitation ~~TNIBiometrics~~ Inc., Christopher Pearce and Noreen Griffin with the intent being that if IPure grants a license to any other party in connection with the Baker IP or the Baker Products that they shall ensure that the third party enters into a royalty agreement with Baker on the terms referred to herein and in the formalised royalty agreement.

IPure shall upon the written request of Baker also grant to Baker (or a nominee) a free license to use the Baker IP and/ or the Baker Products for purposes which do not conflict or compete with the IPure Products.

In the event that IPure does not launch and commence sales of any IPure Product using the Baker IP or the Baker Products within 12 months from the date of signing of this MOU by Baker then they shall transfer the Baker IP and the Baker Products back to Baker forthwith without charge.

Signed for and on behalf of IPure Inc. by

Christopher Pearce

Signed by Baker

Exhibit C

Plan of Exchange with iPure Labs Inc., a Florida corporation

PLAN OF EXCHANGE
BY WHICH
iPure Labs, Inc.
(A NEVADA CORPORATION)
SHALL ACQUIRE
IPURE LABS INC.
(A FLORIDA CORPORATION)

This Plan of Exchange (the "Agreement" or "Plan of Exchange") is made and dated as of this 17th day of July 2014, and is intended to supersede all previous oral or written agreements, if any, between the parties, with respect to its subject matter. This Agreement anticipates that extensive due diligence shall have been performed by both parties. All due diligence shall have been completed by the Parties no later than July 17, 2014.

I. RECITALS

1. The Parties to this Agreement: iPure Labs, Inc. ("IPLB"), a Nevada corporation, IPURE LABS, INC. **("IPURE")**, a Florida corporation, and the Shareholders of IPURE **(the "IPURE Shareholders")**.

(1.1) The Capital of IPLB consists of (i) 1,495,000,000 authorized shares of Common Stock, par value $0.001, of which 141,858 shares are issued and outstanding (**"Common stock"**), and (ii) 5,000,000 authorized shares of Convertible Class C Preferred Stock, par value $0.001, of which 1,000,000 shares are issued and outstanding, each share of which has voting rights attached of 1,000 common share on all matters (**"Preferred Stock"**).

(1.2) The Capital of IPURE consists of _____ authorized shares of Common Stock, of which _____ shares are issued and outstanding, which for the purposes of this Agreement shall be referred to as "Capital Shares".

2. Transaction Descriptive Summary: IPLB desires to acquire IPURE and the IPURE Shareholders desire that IPURE be acquired by IPLB. IPLB would acquire 100% of the Capital Shares of IPURE in exchange for an issuance by IPLB of 32,320,000 shares of Common Stock of IPLB to IPURE Shareholders, and/or their assigns. The above issuance will give IPURE Shareholders and/or their assigns approximately 99.6% of the issued and outstanding shares of IPLB Common Stock. Together with 1,000,000 shares of Convertible Class C Preferred Stock currently held in the name of Christopher Pearce, the majority shareholder of IPURE, IPURE Shareholders shall obtain a 'controlling interest' in IPLB representing 99.9% of the voting rights on a dilutive basis. The transaction will immediately close upon the written approval from the board of directors of each party and the exchange of the IPURE shares for shares of IPLB Common Stock. The parties intend that the transactions qualify and meet the Internal Revenue Code requirements for a tax free reorganization, in which there is no corporate gain or loss recognized by the parties, with reference to Internal Revenue Code (IRC) sections 354 and 368.

3. Nevada and Florida compliance. Articles of Exchange are required to be filed by law as the last act to make the plan of exchange final and effective under Nevada and Florida law.

4. Financial Statements. Not more than 30 days after the Closing, IPURE shall at its sole cost and expense provide to IPLB unaudited financial statements of IPURE for years ended December 31, 2013 and 2012 and unaudited financial statements for the eight months period ended July 31, 2014 ("Financial Statements"), in the form required by the Securities and Exchange Commission. The Financial Statements shall be prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP").

II. PLAN OF EXCHANGE

1. Conditions Precedent to Closing.

The obligation of the parties to consummate the transactions contemplated herein are subject to the fulfillment or waiver prior to the closing of the following conditions precedent:

(1.1) Shareholders Approval. IPURE and IPLB shall have secured the approvals of their shareholders, respectively for this transaction, if required, in accordance with the laws of their place of organization or incorporation and their constituent documents.

(1.2) Board of Directors. The Board of Directors of IPURE and IPLB shall have approved the transaction and this agreement, respectively, in accordance with the laws of their place of organization or incorporation and their constituent documents.

(1.3) Due Diligence Investigation. Each party shall have furnished to the other party all corporate and financial information which is customary and reasonable, to conduct its respective due diligence, normal for this kind of transaction. If either party determines that there is a reason not to complete the Plan of Exchange as a result of their due diligence examination, then they must give written notice to the other party prior to the expiration of the due diligence examination period. The due diligence period, for purposes of this paragraph, shall have expired on July 17, 2014. The Closing Date shall be the date when satisfying or waiving all of the conditions precedent to closing set forth in this Plan of Exchange, unless extended to a later date by mutual agreement of the parties.

(1.4) The rights of dissenting shareholders. Shareholders, if any, of each party shall have been satisfied and the Board of Directors of each party shall have determined to proceed with the PLAN OF EXCHANGE.

(1.5) All of the terms, covenants and conditions of the PLAN OF EXCHANGE to be complied with or performed by each party before Closing shall have been complied with, performed or waived in writing;

(1.6) The representations and warranties of the parties, contained in the PLAN OF EXCHANGE, as herein contemplated, except as amended, altered or waived by the parties in writing, shall be true and correct in all material respects at the Closing with the same force and effect as if such representations and warranties are made at and as of such time; and each party shall provide the other with a certificate, certified either individually or by an officer, dated as of the Closing Date, to the effect, that all conditions precedent have been met, and that all representations and warranties of such party are true and correct as of that date. The form and substance of each party's certification shall be in form reasonably satisfactory to the other.

(1.6.1) IPLB Representations and Warranties. To induce IPURE and the IPURE Shareholders to enter into this transaction and intending for them to rely on them, IPLB represents and warrants that as of the signing of this Agreement and the date of Closing:

a. IPLB is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, and has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and thereby and to perform all the terms and conditions hereof and thereof to be performed by it.

b. IPLB has the power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. All corporate actions or proceedings to be taken by or on the part of IPLB to authorize and permit the due execution and valid delivery of this Agreement and the transactions contemplated hereunder have been or will have been prior to the Closing duly and properly taken. This Agreement has been duly executed and validly delivered by IPLB and constitutes the legal, valid and binding obligation of each of them enforceable in accordance with its terms and conditions.

c. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereunto will not (with or without the giving of notice or the lapse of time, or both) (i) violate any provision of the charter or bylaws of IPLB, (ii) violate, or, require any consent, authorization or approval of, or exemption by, or filing under any provision of any law, statute, rule or regulation to which IPLB are subject, (iii) violate any judgment, order, writ or decree of any court applicable to IPLB, or (iv) result in a breach of, constitute a default under any contract, agreement or instrument to which IPLB is a party.

d. IPLB currently has the authority to issue up to 1,495,000,000 shares of Common Stock, par value $0.001, and up to 5,000,000 shares of preferred stock, par value $0.001, each share of which has voting rights attached of 1,000 common share on all matters.

e. Not more than 141,858 shares of Common Stock and 1,000,000 shares Convertible Class C Preferred Stock in IPLB have been issued and are outstanding.

f. Other than as set forth herein, there are no preemptive rights, options warrants, conversion privileges or other rights or agreements presently outstanding for the purchase or acquisition from IPLB of any of its authorized but unissued stock of any class.

g. After the transactions contemplated by this Agreement, IPURE Shareholders and/or their assigns, shall, as a group, own approximately 99.6% of the then issued and outstanding shares of IPLB Common Stock. Together with 1,000,000 shares of Convertible Class C Preferred Stock currently held in the name of Christopher Pearce, the majority shareholder of IPURE, IPURE Shareholders shall obtain a 'controlling interest' in IPLB representing 99.9% of the voting rights on a dilutive basis.

h. To the extent any shareholders of IPLB stock are entitled to dissenter's rights under the pertinent laws in the State of Nevada in connection with any of the transactions contemplated under this Agreement, IPLB shall have satisfied and paid any such obligations in full.

i. The IPLB Shares shall be fully paid and non-assessable and free of all liens and encumbrances.

j. Upon issuance of the shares, IPURE Shareholders will acquire good title to the IPLB Shares, free and clear of all liens, claims, options, proxies, voting agreements, charges or encumbrances of whatever nature affecting them.

k. The business and financial information about IPLB that has been disclosed is true and correct in all material respects.

l. There is no action, suit, investigation, claim, arbitration or litigation pending or threatened against IPLB.

m. IPLB has ceased filings with the Securities and Exchange Commission as of November 26, 2007 and no Form 15 was required to be filed because IPLB is a voluntary filer under Section 15(d) of the Securities Exchange Act of 1933. None of the IPLB SEC Reports, as of their respective dates, contained any untrue statements of material fact or failed to contain any statements which were necessary to make the statements made therein, in light of the circumstances, not misleading. All of the IPLB SEC Reports, as of their respective dates (and as of the date of any amendment to the respective IPLB SEC Reports), complied as to form in all material respects with the applicable requirements of the Securities Act and the Exchange Act and the rules and regulations promulgated there under.

n. These representations shall survive closing and remain effective for two years after Closing.

(1.6.2) Representations of IPURE and IPURE Shareholders. To induce IPLB to enter into this transaction and intending for them to rely on them, IPURE and IPURE Shareholders represent and warrant that as of the signing of this Agreement and the date of Closing:

a. IPURE is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and thereby and to perform all the terms and conditions hereof and thereof to be performed by it.

b. IPURE and IPURE Shareholders have the power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its or their obligations hereunder. All corporate actions or proceedings to be taken by or on the part of IPURE and/or IPURE Shareholders to authorize and permit the due execution and valid delivery of this Agreement and the transactions contemplated hereunder have been or will have been prior to the Closing duly and properly taken. This Agreement has been duly executed and validly delivered by IPURE and IPURE Shareholders and constitutes the legal, valid and binding obligation of each of them enforceable in accordance with its terms and conditions.

c. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereunto will not (with or without the giving of notice or the lapse of time, or both) (i) violate any provision of the Articles of Incorporation, as amended of IPURE, (ii) violate, or, require any consent, authorization or approval of, or exemption by, or filing under any provision of any law, statute, rule or regulation to which IPURE and IPURE Shareholders are subject, (iii) violate any judgment, order, writ or decree of any court applicable to IPURE and IPURE Shareholders, or (iv) result in a breach of, constitute a default under any contract, agreement or instrument to which IPURE and IPURE Shareholders are a party.

d. The authorized capital stock of IPURE consists of _____ authorized shares of Common Stock, of which _____ shares issued and outstanding on the date hereof. IPURE has no other shares of capital stock reserved for issuance upon the exercise of any other options or any warrants and no shares of capital stock are reserved for issuance to any party, including upon the conversion of any outstanding convertible notes, debentures or securities. IPURE has no outstanding options, rights, calls, preemptive rights, subscriptions or commitments to issue any equity securities of IPURE. No stockholders of IPURE has a right to receive dividends, and no unpaid dividends are due and owing with regard to IPURE capital stock.

e. There is no plan or arrangement to issue capital stock by IPURE except as set forth in this Agreement, and there are no registration rights to which IPURE is a party or by which it is bound with respect to any equity securities of IPURE.

f. The IPURE Shares are owned beneficially and of record by the IPURE Shareholders free and clear of any mortgage, lien (statutory or otherwise), security interest, charge, adverse right, interest or claim, pledge, license, option, conditional sales contract, assessment, levy, easement, covenant, condition, reservation, hypothecation, restriction, title defect, exception, limitation, charge, possibility of reversion, right of refusal, voting trust or agreement, proxy, or encumbrance of any nature whatsoever. The IPURE Shareholders have the unqualified right to sell, assign, and deliver the IPURE Shares, and, upon consummation of the transactions contemplated by this Agreement, IPLB will acquire good and valid title to IPURE Shares, free and clear of all liens, claims, options, charges, and encumbrances of whatsoever nature. IPURE Shareholders acknowledge that the IPLB Shares being acquired from IPLB are restricted securities as that term is defined in Rule 144 of the Securities Act of 1933.

g. IPURE Shareholders (A) understand that the IPLB Shares are not registered under the Securities Act, or under any state securities laws, and are being offered and sold in reliance upon federal and state exemptions for transactions not involving any public offering, (B) are acquiring the IPLB Shares solely for their own account for investment purposes, and not with a view of distribution thereof, (C) are sophisticated investors with knowledge and experience in business and financial matters; (D) have received certain information concerning IPLB and have had the opportunity to obtain additional information as desired in order to evaluate the merits and the risks inherent in holding the IPLB Shares and, and (E) are able to bear the economic risk and lack of liquidity inherent in holding the IPLB Shares. IPURE Shareholders are aware of the risk factors associated with the IPLB Shares.

h. IPURE is in compliance with, and is not in violation of, applicable federal state, local or foreign statutes, laws and regulations affecting IPURE or its properties or the operation of its business. IPURE is not subject to any order, decree, judgment or other sanction of any court, administrative agency or other tribunal.

i. IPURE and the IPURE Shareholders have not taken and will not take and no officer, stockholder or director has taken, directly or indirectly, any action designed to, or which has constituted, or which might reasonably be expected to, cause or result in any violations of federal or state securities laws.

j. IPURE has obtained each material federal, state, county, local or foreign governmental consent, license, permit, grant, or other authorization of a governmental entity (i) pursuant to which IPURE currently operates or holds any interest in any of its properties, or (ii) that is required for the operation IPURE's business or the holding of any such interest, and all of such authorizations are in full force and effect.

k. No person, firm, corporation or other entity is entitled by reason of any act or omission of IPURE to any broker's or finder's fees, commission or other similar compensation with respect to the execution and delivery of this Agreement, or with respect to the consummation of the transactions contemplated hereby.

l. IPURE has duly filed all tax returns required to be filed by or with respect to it with other applicable taxing authorities, and no extensions with respect to such tax returns have been requested or granted. IPURE has paid, or adequately reserved against in its Financial Statements, all material taxes due, or claimed by any taxing authority to be due, from or with respect to it. All such tax returns were correct when filed.

m. There is no legal action, suit, arbitration or other legal, administrative or other governmental proceeding pending or to the knowledge of IPURE threatened against or affecting IPURE or its properties, assets or business.

n. During the past five-year period, no officer or director of IPURE has been the subject of:

(i) a petition under the federal bankruptcy laws or any other insolvency or creditor's rights laws, nor has a receiver, fiscal agent or similar officer been appointed by a court for the business or property of such person, or any partnership in which he was a general partner at or within two years before the time of such filing or such appointment, or any corporation or business association of which he was an executive officer at or within two years before the time of such filing or appointment;

(ii) a conviction in a criminal proceeding or a named subject of a pending criminal proceeding;

(iii) 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: acting as an investment adviser, underwriter, broker or dealer in securities, or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company, or engaging in or continuing any conduct or practice in connection with such activities; engaging in any type of business activity; and engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation or federal, state or other securities laws or other laws.

(iv) any order, judgment or decree, not subsequently reversed, suspended or vacated, of any federal, state or local authority barring, suspending or otherwise limiting for more than 60 days the right of such person to engage in any activity described above, or to be associated with persons engaged in any such activity.

(v) a finding by a court of competent jurisdiction in a civil action or by the SEC to have violated any federal securities law, and the judgment in such civil action or finding by the SEC has not been subsequently reversed.

o. For the years ended December 31, 2013 and 2012, statements of income are true and accurate.

p. The information contained in any investment presentation made or given to IPLB is true and correct in all material aspects. Since December 31, 2013, there has not been:

(i) any sale, lease, transfer, license or assignment of any assets, tangible or intangible, of IPURE;

(ii) any damage, destruction or property loss, whether or not covered by insurance, affecting adversely the properties or business of IPURE;

(iii) any declaration or setting aside or payment of any dividend or distribution with respect to the shares of capital stock of IPURE or any redemption, purchase or other acquisition of any such shares;

(iv) any subjection to any lien on any of the assets, tangible or intangible, of IPURE;

(v) any incurrence of indebtedness or liability or assumption of obligations by IPURE;

(vi) any material adverse change in the condition (financial or otherwise) of the respective properties, assets, liabilities or business of Purchaser.

q. These representations shall survive closing and remain effective for two years after Closing.

2. Conditions Concurrent and Subsequent to Closing.

(2.1) Delivery of Capital Shares of IPURE. At closing the IPURE Shareholders shall deliver their IPURE shares.

(2.2) Acquisition Share Issuance. Immediately upon the Closing, IPLB shall issue 32,320,000 new investment shares of Common Stock of IPLB to IPURE Shareholders in exchange for 100% of the Capital Shares of IPURE, and, as a result, the then outstanding common shares shall be as follows:

IPLB Issued and outstanding (post split)	141,858
Acquisition Share Issuance	32,320,000
Resulting Total	32,461,858

The above issuance will give IPURE Shareholders and/or their assigns approximately 99.6% of the issued and outstanding shares of IPLB Common Stock. Together with 1,000,000 shares of Convertible Class C Preferred Stock currently held in the name of Christopher Pearce, the majority shareholder of IPURE, IPURE Shareholders shall obtain a 'controlling interest' in IPLB representing 99.9% of the voting rights on a dilutive basis. All parties to this agreement shall deliver true and correct shareholder lists to the other at Closing.

3. Plan of Exchange

(3.1) Exchange and Reorganization: IPLB and IPURE shall be hereby reorganized, such that IPLB shall acquire 100% the Capital Shares of IPURE, and IPURE shall become a wholly-owned subsidiary of IPLB.

(3.2) Issuance of Common Stock: At the Closing, IPLB shall issue 32,320,000 new investment shares of Common Stock of IPLB to or for IPURE Shareholders and/or their assigns within 5 business days upon receiving all the required shareholder information from IPURE.

(3.3) Closing/Effective Date: The PLAN OF EXCHANGE shall become effective immediately upon approval and adoption by the parties hereto, in the manner provided by the law of the places of incorporation and constituent corporate documents, and upon compliance with governmental filing requirements, such as, without limitation, filings under the Securities Exchange Act of 1933, and the filing of Articles of Exchange, if applicable under State Law. Closing shall occur upon the approval by the Board of Directors of the parties hereto or are waived by the parties.

(3.4) Surviving Corporations: Both corporations shall survive the exchange and reorganization herein contemplated and shall continue to be governed by the laws of its respective jurisdiction of incorporation.

(3.5) Rights of Dissenting Shareholders/Shareholders: Each Party is the entity responsible for the rights of its own dissenting shareholders, if any.

(3.6) Service of Process and Address: Each corporation shall continue to be amenable to service of process in its own jurisdiction, exactly as before this acquisition. The mailing address of IPLB is 22897 Iron Wedge Dr., Boca Raton, FL 33433. The address of IPURE is 22897 Iron Wedge Dr., Boca Raton, FL 33433. The address of IPLB will be changed, according to the instruction of IPURE.

(3.7) Surviving Articles of Incorporation: the Articles of Incorporation of IPLB and the operating agreement of IPURE shall remain in full force and effect, unchanged.

(3.8) Surviving By-Laws: the By-Laws of IPLB shall remain in full force and effect, unchanged.

(3.9) Further Assurance, Good Faith and Fair Dealing: the Directors of IPURE and IPLB shall execute and deliver any and all necessary documents, acknowledgments and assurances and do all things proper to confirm or acknowledge any and all rights, titles and interests created or confirmed herein; and both companies covenant expressly hereby to deal fairly and in good faith with each other and each others' shareholders. In furtherance of the parties desire, as so expressed, and to encourage timely, effective and businesslike resolution the parties agree that any dispute arising between them, capable of resolution by arbitration, shall be submitted to binding arbitration. As a further incentive to private resolution of any dispute, the parties agree that each party shall bear its own costs of dispute resolution and shall not recover such costs from any other party.

(3.10) General Mutual Representations and Warranties. The purpose and general import of the Mutual Representations and Warranties are that each party has made appropriate full disclosure to the others, that no material information has been withheld, and that the information exchanged is accurate, true and correct. These warranties and representations are made by each party to the other, unless otherwise provided in this agreement, and they speak and shall be true immediately before Closing.

(3.10.1) Organization and Qualification. Each corporation is duly organized and in good standing, and is duly qualified to conduct any business it may be conducting, as required by law or local ordinance.

(3.10.2) Corporate Authority. Each corporation has corporate authority, under the laws of its jurisdiction and its constituent documents, to do each and every element of performance to which it has agreed, and which is reasonably necessary, appropriate and lawful, to carry out this Agreement in good faith.

(3.10.3) Ownership of Assets and Property. Each corporation has lawful title and ownership of its property as reported to the other, and as disclosed in its financial statements.

(3.10.4) Absence of Certain Changes or Events. Each corporation has not had any material changes of circumstances or events which have not been fully disclosed to the other party, and which, if different than previously disclosed in writing, have been disclosed in writing as currently as is reasonably practicable. Specifically, and without limitation:

(3.10.4-a) the business of each corporation shall be conducted only in the ordinary and usual course and consistent with its past practice, and neither party shall purchase or sell (or enter into any agreement to so purchase or sell) any properties or assets or make any other changes in its operations, respectively, taken as a whole, or provide for the issuance of, agreement to issue or grant of options to acquire any shares, whether common, redeemable common or convertible preferred, in connection therewith;

(3.10.4-b) Except as set forth in this Plan of Exchange, neither corporation shall (i)

amend its Articles of Incorporation or By-Laws, (ii) change the number of authorized or outstanding shares of its capital stock, or (iii) declare, set aside or pay any dividend or other distribution or payment in cash, stock or property to the extent that which might contradict or not comply with any clause or condition set forth in this Plan of Exchange;

(3.10.4-c) Except as set forth in this Plan of Exchange, neither corporation shall (i) issue, grant or pledge or agree or propose to issue, grant, sell or pledge any shares of, or rights of any kind to acquire any shares of, its capital stock, (ii) incur any indebtedness other than in the ordinary course of business, (iii) acquire directly or indirectly by redemption or otherwise any shares of its capital stock of any class or (iv) enter into or modify any contact, agreement, commitment or arrangement with respect to any of the foregoing;

(3.10.4-d) Except in the ordinary course of business, neither party shall (i) increase the compensation payable or to become payable by it to any of its officers or directors; (ii) make any payment or provision with respect to any bonus, profit sharing, stock option, stock purchase, employee stock ownership, pension, retirement, deferred compensation, employment or other payment plan, agreement or arrangement for the benefit of its employees (iii) grant any stock options or stock appreciation rights or permit the exercise of any stock appreciation right where the exercise of such right is subject to its discretion (iv) make any change in the compensation to be received by any of its officers; or adopt, or amend to increase compensation or benefits payable under, any collective bargaining, bonus, profit sharing, compensation, stock option, pension, retirement, deferred compensation, employment, termination or severance or other plan, agreement, trust, fund or arrangement for the benefit of employees, (v) enter into any agreement with respect to termination or severance pay, or any employment agreement or other contract or arrangement with any officer or director or employee, respectively, with respect to the performance or personal services that is not terminable without liability by it on thirty days notice or less, (vi) increase benefits payable under its current severance or termination, pay agreements or policies or (vii) make any loan or advance to, or enter into any written contract, lease or commitment with, any of its officers or directors;

(3.10.4-e) Neither party shall assume, guarantee, endorse or otherwise become responsible for the obligations of any other individual, firm or corporation or make any loans or advances to any individual, firm or corporation, other than obligations and liabilities expressly assumed by the other that party;

(3.10.4-f) Neither party shall make any investment of a capital nature either by purchase of stock or securities, contributions to capital, property transfers or otherwise, or by the purchase of any property or assets of any other individual, firm or corporation.

(3.10.5) Absence of Undisclosed Liabilities. Each corporation has, and has no reason to anticipate having, any material liabilities which have not been disclosed to the other, in the financial statements or otherwise in writing.

(3.10.6) Legal Compliance. Each corporation shall comply in all material respects with all Federal, state, local and other governmental (domestic or foreign) laws, statutes, ordinances, rules, regulations (including all applicable securities laws), orders, writs, injunctions, decrees, awards or other requirements of any court or other governmental or other authority applicable to each of them or their respective assets or to the conduct of their respective businesses, and use their best efforts to perform all obligations under all contracts, agreements, licenses, permits and undertaking without default.

(3.10.7) Legal Proceedings. Each corporation has no legal proceedings, administrative or regulatory proceeding, pending or suspected, which have not been fully disclosed in writing to the other.

(3.10.8) No Breach of Other Agreements. This Agreement, and the faithful performance of this agreement, will not cause any breach of any other existing agreement, or any covenant, consent decree, or undertaking by either, not disclosed to the other.

(3.10.9) Capital Stock. The issued and outstanding shares and all shares of capital stock of each corporation is as detailed herein, that all such shares are in fact issued and outstanding, duly and validly issued, were issued as and are fully paid and non-assessable shares, and that, other than as represented in writing, there are no other securities, options, warrants or rights outstanding, to acquire further shares of such corporation.

(3.10.11) Brokers' or Finder's Fees. Each corporation is unaware of any claims for brokers' fees, or finders' fees, or other commissions or fees, by any person not disclosed to the other, which would become, if valid, an obligation of either company.

(3.11) Miscellaneous Provisions

(3.11.1) Except as required by law, no party shall provide any information concerning any aspect of the transactions contemplated by this Agreement to anyone other than their respective officers, employees and representatives without the prior written consent of the other parties hereto. The aforesaid obligations shall terminate on the earlier to occur of (a) the Closing, or (b) the date by which any party is required under its articles or bylaws or as required by law, to provide specific disclosure of such transactions to its shareholders, governmental agencies or other third parties. In the event that the transaction does not close, each party will return all confidential information furnished in confidence to the other. In addition, all parties shall consult with each other concerning the timing and content of any press release or news release to be issued by any of them.

(3.11.2) This Agreement may be executed simultaneously in two or more counterpart originals. The parties can and may rely upon facsimile signatures as binding under this Agreement, however, the parties agree to forward original signatures to the other parties as soon as practicable after the facsimile signatures have been delivered.

(3.11.3) If any provision of this Agreement or the application thereof to any person or situation shall be held invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or situations shall not be effected thereby but shall continue valid and enforceable to the fullest extent permitted by law.

(3.11.4) No waiver by any party of any occurrence or provision hereof shall be deemed a waiver of any other occurrence or provision.

(3.11.5) The parties acknowledge that both they and their counsel have been provided ample opportunity to review and revise this agreement and that the normal rule of construction shall not be applied to cause the resolution of any ambiguities against any party presumptively. The Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

4. Termination. The PLAN OF EXCHANGE may be terminated by written notice, at any time prior to closing, (i) by mutual consent, (ii) by either party during the due diligence phase, (iii) by either party, in the event that the transaction represented by the anticipated PLAN OF EXCHANGE has not been implemented and approved by the proper governmental authorities 60 days from the date of this Agreement, or (v) by either party in the event that a condition of closing is not met by September 30, 2014. In the event that termination of the PLAN OF EXCHANGE by either or both, as provided above, the PLAN OF EXCHANGE shall forthwith become void and there shall be no liability on the part of either party or their respective officers and directors.

5. Closing. The parties hereto contemplate that the closing of this Plan of Exchange shall occur simultaneously when all of the conditions precedent have been met or waived. The closing deliveries will be made pursuant to this Agreement. In addition, IPLB shall issue 32,320,000 new investment shares of Common Stock of IPLB to or for IPURE Shareholders and their assigns within 5 business days upon receiving all the required shareholder information from IPURE, pursuant to Rule 144 under the Securities Act of 1933, as amended, and IPLB shall acquire 100% of the Capital Shares of IPURE.

6. Merger Clause. This Plan of Exchange constitute the entire agreement of the parties hereto with respect to the subject matter hereof, and such document supersedes all prior understandings or agreements between the parties hereto, whether oral or written, with respect to the subject matter hereof, all of which are hereby superseded, merged and rendered null and void.

IN WITNESS WHEREOF, The parties hereto, intending to be bound, hereby sign this Plan of Exchange below as of the date first written above.

iPure Labs, Inc. (Nevada Corporation)

By: _____
Christopher Pearce, President

IPURE LABS, INC. (Florida Corporation)

By: _____
Jay D. Ellenby, M.D., President

IPURE LABS, INC. MAJORITY SHAREHOLDERS:



Name: Christopher Pearce, holder of 50,000,000 shares

Name: , holder of _____ shares

SCHEDULE A

IPURE LABS, INC. SHAREHOLDERS

Name	Address	Number of Shares

Exhibit D

Articles of Incorporation and all the amendments

260201

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

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20140356146-92
	Filing Date and Time 05/14/2014 3:00 PM
	Entity Number C18085-2000

Certificate of Reinstatement

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

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Reinstatement
(For Entities Governed by NRS Chapters 78, 78A, 80, 81, 82, 84, 86, 87, 88 and 89)

1. Name of Entity:

RADIAL ENERGY INC.

2. Entity Number: C18085-2000

3. Signature:

I declare under penalty of perjury that the reinstatement has been authorized by a court of competent jurisdiction or by the duly elected board of directors of the entity or if the entity has no board of directors, its equivalent of such board.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X _____
Signature of Officer or other Authorized Signature

5/13/2014
Date

This form must be accompanied by appropriate fees.

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

181003

Statement of Change of Registered Agent by Represented Entity

(PURSUANT TO NRS 77.340)

This form may be submitted by: the Represented Entity to appoint a new Registered Agent or amend own service of process info. For more information please visit http://www.nvsos.gov/index.aspx?page=141

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20140356148-14
	Filing Date and Time 05/14/2014 3:00 PM
	Entity Number C18085-2000

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Represented Entity:

RADIAL ENERGY INC.

2. Entity File Number: C18085-2000

3. This statement of change will have the following effect: (check only one)

☒ Appoints a new agent for service of process (complete 4a or 4b)

☐ Updates contact information of the Represented Entity acting as own agent (complete 4c)

4. Information in effect upon the filing of this statement: (complete only one section)

a) Commercial Registered Agent:

AMERICAN CORPORATE ENTERPRISES, INC.
Name

b) Noncommercial Registered Agent:

Name

Street Address | City | Nevada | Zip Code

Mailing Address (if different from street address) | City | Nevada | Zip Code

c) Title of Office or Other Position within Represented Entity:

Name of Title or Position

Street Address | City | Nevada | Zip Code

Mailing Address (if different from street address) | City | Nevada | Zip Code

5. Signature of Represented Entity (required)

X _____ 5/13/14
Authorized Signature — Date

6. Registered Agent Acceptance: (required)

I hereby accept appointment as Registered Agent for the above named Entity.

X _____ 5/13/14
Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity — Date

FEE: $60.00

This form must be accompanied by appropriate fees.

(PROFIT) INITIAL/ANNUAL LIST OF OFFICERS, DIRECTORS AND STATE BUSINESS LICENSE APPLICATION OF:

ENTITY NUMBER
C18085-2000

RADIAL ENERGY INC.
NAME OF CORPORATION

FOR THE FILING PERIOD OF 06/2014 TO 06/2015

100101

USE BLACK INK ONLY - DO NOT HIGHLIGHT

YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflume.gov

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20140356147-03
	Filing Date and Time 05/14/2014 3:00 PM
	Entity Number C18085-2000

ABOVE SPACE IS FOR OFFICE USE ONLY

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all officers and directors. A President, Secretary, Treasurer, or equivalent of and all Directors must be named. There must be at least one director. An Officer must sign the form. *FORM WILL BE RETURNED IF UNSIGNED.*
2. If there are additional officers, attach a list of them to this form.
3. Return the completed form with the filing fee. Annual list fee is based upon the current total authorized stock as explained in the Annual List Fee Schedule For Profit Corporations. A $75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
4. State business license fee is $200.00. Effective 2/1/2010, $100.00 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. Ordering Copies: If requested above, one file-stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional $30.00 per certification. A copy fee of $2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code: ☐

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NRS 76.020 Exemption Codes
001 - Governmental Entity
005 - Motion Picture Company
006 - NRS 680B.020 Insurance Co.

☐ This corporation is a publicly traded corporation. The Central Index Key number is:

☐ This publicly traded corporation is not required to have a Central Index Key number.

NAME	TITLE(S)		
CHRISTOPHER PEARCE	PRESIDENT (OR EQUIVALENT OF)		
ADDRESS	CITY	STATE	ZIP CODE
123 W. NYE LANE, SUITE 129	CARSON CITY	NV	89706
NAME	TITLE(S)		
JAY SCORATOW	SECRETARY (OR EQUIVALENT OF)		
ADDRESS	CITY	STATE	ZIP CODE
123 W. NYE LANE, SUITE 129	CARSON CITY	NV	89706
NAME	TITLE(S)		
CHRISTOPHER PEARCE	TREASURER (OR EQUIVALENT OF)		
ADDRESS	CITY	STATE	ZIP CODE
123 W. NYE LANE, SUITE 129	CARSON CITY	NV	89706
NAME	TITLE(S)		
CHRISTOPHER PEARCE	DIRECTOR		
ADDRESS	CITY	STATE	ZIP CODE
123 W. NYE LANE, SUITE 129	CARSON CITY	NV	89706

None of the officers or directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X _____ Title: Consultant Date: 5/13/14

Signature of Officer or Other Authorized Signature

Nevada Secretary of State List Profit
Revised 7-31-13

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

IPURE LABS INC.

Nevada Business Identification # NV20001350675

Expiration Date: June 30, 2015

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

This license shall be considered valid until the expiration date listed above unless suspended or revoked in accordance with Title 7 of Nevada Revised Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on May 15, 2014

ROSS MILLER
Secretary of State

This document is not transferable and is not issued in lieu of any locally-required business license, permit or registration.

Please Post in a Conspicuous Location

You may verify this Nevada State Business License online at www.nvsos.gov under the Nevada Business Search.

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

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20140356144-70
	Filing Date and Time 05/14/2014 3:00 PM
	Entity Number C18085-2000

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:

RADIAL ENERGY INC.

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

FIRST. The name of the corporation is:

iPure Labs Inc.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 93.38%

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

5. Signature: (required)

X _____
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.

090203

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

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20140412928-53
	Filing Date and Time 06/04/2014 12:45 PM
	Entity Number C18085-2000

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:

IPURE LABS, INC.

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

The amount of the total authorized capital stock of the corporation is One Million Five Hundred Thousand ($1,500,000) consisting of One Billion Four Hundred Ninety Five Million(1,495,000,000) shares of common stock with a par value of $0.001 each; Five Million (5,000,000) shares of preferred stock with a par value of $0.001; of which One Million (1,000,000) shares of Preferred Stock shall be designated as Convertible Series "C" Preferred Stock with a par value of $0.001 each.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 93.38%

4. Effective date and time of filing: (optional) Date: Time:

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

5. Signature: (required)

X

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.

150101

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

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20140412930-96
	Filing Date and Time 06/04/2014 12:45 PM
	Entity Number C18085-2000

Certificate of Designation
(PURSUANT TO NRS 78.1955)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

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Certificate of Designation For Nevada Profit Corporations (Pursuant to NRS 78.1955)

1. Name of corporation:

IPURE LABS, INC.

2. By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.

The Board of Directors of iPure Labs, Inc. shall have the authority, by resolution or resolutions, to divide the preferred stock into series, to establish and fix the distinguishing designation of each such series and the number of shares thereof and, within the limitations of applicable law of the State of Nevada or as otherwise set forth in this article, to fix and determine the relative rights and preferences of the shares of each series so established from time to time, thereof. The initial voting rights, preferences and any qualifications, limitations, and other relative rights of the preferred shares will be as follows:
Five Million(5,000,000) shares of preferred stock,$0.001 par Value, of which One Million (1,000,000) shares have been designated as Convertible Series "C" Preferred Stock, each share of Convertible Series C Preferred Stock shall be convertible into one thousand (1,000) fully paid and non assessable shares of the corporation's Common Stock, and other relative rights of the Series "C" Convertible preferred stock are set forth in EXHIBIT A.

3. Effective date of filing: (optional)

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

4. Signature: (required)

X

Signature of Officer

Filing Fee: $175.00

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.

CERTIFICATE OF DESIGNATION OF CONVERTIBLE PREFERRED SERIES "C" STOCK OF,RADIAL ENERGY, INC.

It is hereby certified that:

1. The name of the Radial Energy, Inc. [hereinafter called the "Corporation"].

2. The Certificate of Incorporation, as amended, of the Corporation authorizes the issuance of five million (5,000,000) shares of Preferred Stock, $0.0001 par value, and expressly vests in the Board of Directors of the Corporation the authority provided therein to issue any or all of said shares in one or more series and by resolution or resolutions, the designation, number, full or limited voting powers, or the denial of voting powers, preferences and relative, participating, optional, and other special rights and the qualifications, limitations, restrictions, and other distinguishing characteristics of each series to be issued.

3. The Board of Directors of the Corporation, pursuant to the authority expressly vested in it as aforesaid, has adopted the following resolutions creating a Series "C" Convertible issue of Preferred Stock:

"RESOLVED, that the Board of Directors hereby fixes and determines the designation of the number of shares and the rights, preferences, privileges and restrictions relating to the Convertible Preferred Series C Stock, as follows:

(a) Designation. The series of Preferred Stock created hereby shall be designated the Convertible Preferred Series "C" Stock [the "Convertible Preferred Series C Stock"].

(b) Authorized Shares. The number of authorized shares of Convertible Preferred Series C Stock shall be one million (1,000,000) shares.

(c) Liquidation Rights. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, after setting apart or paying in full the preferential amounts due to Holders of senior capital stock, if any, the Holders of Convertible Preferred Series C Stock and parity capital stock, if any, shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the Holders of junior capital stock, including Common Stock, an amount equal to $.125 per share [the "Liquidation Preference"]. If upon such liquidation, dissolution or winding up of the Corporation, the assets of the Corporation available for distribution to the Holders of the Convertible Preferred Series C Stock and parity capital stock, if any, shall be insufficient to permit in full the payment of the Liquidation Preference, then all such assets of the Corporation shall be distributed ratably among the Holders of the Convertible Preferred Series C Stock and parity capital stock, if any. Neither the consolidation or merger of the Corporation nor the sale, lease or transfer by the Corporation of all or a part of its

assets shall be deemed a liquidation, dissolution or winding up of the Corporation for purposes of this Section (c).

(d) Dividends. The Convertible Preferred Series C Stock is not entitled to receive any dividends in any amount during which such shares are outstanding.

(e) Conversion Rights. Each share of Convertible Preferred Series C Stock shall be convertible, at the option of the Holder, into one thousand (1,000) fully paid and non assessable shares of the Corporation's Common Stock. The foregoing conversion calculation shall be hereinafter referred to as the "Conversion Ratio."

(i) Conversion Procedure. Upon written notice to the Holder, the Holder shall effect conversions by surrendering the certificate(s) representing the Convertible Preferred Series C Stock to be converted to the Corporation, together with a form of conversion notice satisfactory to the Corporation, which shall be irrevocable. Not later than five [5] business days after the conversion date, the Corporation will deliver to the Holder, (i) a certificate or certificates, which shall be subject to restrictive legends, representing the number of shares of Common Stock being acquired upon the conversion; provided, however, that the Corporation shall not be obligated to issue such certificates until the Convertible Preferred Series C Stock is delivered to the Corporation. If the Corporation does not deliver such certificate(s) by the date required under this paragraph (e) (i), the Holder shall be entitled by written notice to the Corporation at any time on or before receipt of such certificate(s), to receive one thousand (1,000) Convertible Preferred Series C Stock shares for every week the Corporations fails to deliver Common Stock to the Holder.

(ii) Adjustments on Stock Splits, Dividends and Distributions. If the Corporation, at any time while any Convertible Preferred Series C Stock is outstanding, (a) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock payable in shares of its capital stock [whether payable in shares of its Common Stock or of capital stock of any class], (b) subdivide outstanding shares of Common Stock into a larger number of shares, (c) combine outstanding shares of Common Stock into a smaller number of shares, or (d) issue reclassification of shares of Common Stock for any shares of capital stock of the Corporation, the Conversion Ratio shall be adjusted by multiplying the number of shares of Common Stock issuable by a fraction of which the numerator shall be the number of shares of Common Stock of the Corporation outstanding after such event and of which the denominator shall be the number of shares of Common Stock outstanding before such event. Any adjustment made pursuant to this paragraph (e)(iii) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification. Whenever the Conversion Ratio is adjusted pursuant to this paragraph, the Corporation shall promptly mail to the

Holder a notice setting forth the Conversion Ratio after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(iii) Adjustments on Reclassifications, Consolidations and Mergers. In case of reclassification of the Common Stock, any consolidation or merger of the Corporation with or into another person, the sale or transfer of all or substantially all of the assets of the Corporation or any compulsory share exchange pursuant to which the Common Stock is converted into other securities, cash or property, then each Holder of Convertible Preferred Series C Stock then outstanding shall have the right thereafter to convert such Convertible Preferred Series C Stock only into the shares of stock and other securities and property receivable upon or deemed to be held by Holders of Common Stock following such reclassification, consolidation, merger, sale, transfer or share exchange, and the Holder shall be entitled upon such event to receive such amount of securities or property as the shares of the Common Stock into which such Convertible Preferred Series C Stock could have been converted immediately prior to such reclassification, consolidation, merger, sale, transfer or share exchange would have been entitled. The terms of any such consolidation, merger, sale, transfer or share exchange shall include such terms so as to continue to give to the Holder the right to receive the securities or property set forth in this paragraph (e)(iv) upon any conversion following such consolidation, merger, sale, transfer or share exchange. This provision shall similarly apply to successive reclassifications, consolidations, mergers, sales, transfers or share exchanges.

(iv) Fractional Shares; Issuance Expenses. Upon a conversion of Convertible Preferred Series C Stock, the Corporation shall not be required to issue stock certificates representing fractions of shares of Common Stock, but shall issue that number of shares of Common Stock rounded to the nearest whole number. The issuance of certificates for shares of Common Stock on conversion of Convertible Preferred Series C Stock shall be made without charge to the Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificate, provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Holder, and the Corporation shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid.

(f) Voting Rights. Except as otherwise expressly provided herein or as required by law, the Holders of shares of Convertible Preferred Series C Stock shall be entitled to vote on any and all matters considered and voted upon by the Corporation's Common Stock. The Holders of the Convertible Preferred Series C Stock shall be entitled to one thousand (1,000) votes per share of Convertible Preferred Series C Stock.

(g) Reservation of Shares of Common Stock. The Corporation covenants that it will at all times reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of Convertible Preferred Series C Stock as herein provided, free from preemptive rights or any other actual contingent purchase rights of persons other than the Holders of Convertible Preferred Series C Stock, such number of shares of Common Stock as shall be issuable upon the conversion of the outstanding Convertible Preferred Series C Stock. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all outstanding Convertible Preferred Series C Stock, the Corporation will take such corporate action necessary to increase its authorized shares of Common Stock to such number as shall be sufficient for such purpose. The Corporation covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly and validly authorized, issued and fully paid and non assessable.

IN WITNESS WHEREOF, said Radial Energy, Inc. has caused this Certificate to be signed by Joseph Waller, its President.

Radial Energy, Inc.

By: _____
Joseph Waller, President
Radial Energy, Inc.

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

090301

Certificate of Change Pursuant to NRS 78.209

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20140412927-42
	Filing Date and Time 06/04/2014 12:45 PM
	Entity Number C18085-2000

USE BLACK INK ONLY - DO NOT HIGHLIGHT

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Certificate of Change filed Pursuant to NRS 78.209
For Nevada Profit Corporations

1. Name of corporation:

IPURE LABS, INC.

2. The board of directors have adopted a resolution pursuant to NRS 78.209 and have obtained any required approval of the stockholders.

3. The current number of authorized shares and the par value, if any, of each class or series, if any, of shares before the change:

One Billion Four Hundred Ninety Five Million (1,495,000,000) shares of Common Stock,$0.001 Par Value; Five Million (5,000,000) shares of Preferred Stock,$0.001 Par Value

4. The number of authorized shares and the par value, if any, of each class or series, if any, of shares after the change:

One Billion Four Hundred Ninety Five Million (1,495,000,000) shares of Common Stock,$0.001 Par Value; Five Million (5,000,000) shares of Preferred Stock,$0.001 Par Value

5. The number of shares of each affected class or series, if any, to be issued after the change in exchange for each issued share of the same class or series:

One (1) share of common Stock,$0.001 Par Value, to be issued after the change in exchange for Five Hundred (500) issued shares of Common Stock, $0.001 Par value

6. The provisions, if any, for the issuance of fractional shares, or for the payment of money or the issuance of scrip to stockholders otherwise entitled to a fraction of a share and the percentage of outstanding shares affected thereby:

No money will be paid for the fractional shares; instead all the fractional shares will be rounded up to the nearest whole share

7. Effective date and time of filing: (optional) Date: _____ Time: _____

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

8. Signature: (required)

X _____

Signature of Officer

President/Director

Title

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.

Exhibit E

Bylaws

BYLAWS
OF
IPURE LABS INC.

ARTICLE 1
Offices

Section 1.01 -- Principal And Registered Office.

The principal and registered office for the transaction of the business of the Corporation is hereby fixed and located at 7957 N University Drive, Parkland, FL 33067. The Corporation may have such other offices, either within or outside the State of Nevada as the Corporation's board of directors (the "Board) may designate or as the business of the Corporation may require from time to time.

Section 1.02 -- Other Offices.

Branch or subordinate offices may at any time be established by the Board at any place or places wherein the Corporation is qualified to do business.

ARTICLE 2
Meetings of Shareholders

Section 2.01 -- Meeting Place.

All annual meetings of shareholders and all other meetings of shareholders shall be held either at the principal office or at any other place within or outside the State of Nevada which may be designated either by the Board, pursuant to authority hereinafter granted, or by the written consent of all shareholders entitled to vote thereat, given either before or after the meeting and filed with the secretary of the Corporation.

Section 2.02 -- Annual Meetings.

A. The annual meetings of shareholders shall be held on the anniversary date of the date of incorporation at the hour of 2:00 o'clock p.m., commencing with the year 2000, provided, however, that should the day of the annual meeting fall upon a legal holiday, then any such annual meeting of shareholders shall be held at the same time and place on the next business day thereafter which is not a legal holiday.

B. Written notice of each annual meeting signed by the president or vice president, or the secretary, or an assistant secretary, or by such other person or persons as the Board may designate, shall be given to each shareholder entitled to vote thereat, either personally or by mail or other means of written communication, charges prepaid, addressed to such shareholder at his address appearing on the books of the Corporation or given by him to the Corporation for the purpose of notice. If a shareholder gives no address, notice shall be deemed to have been given to him if sent by mail or other means of written communication addressed to the place where the principal office of the Corporation is situated, or if published at least once in some newspaper of general circulation in the county in which said office is located. All such notices shall be sent to each shareholder entitled thereto, or published, not less than ten (10) nor more than sixty (60) days before each annual meeting, and shall specify the place, the day and the hour of such meeting, and shall also state the purpose or purposes for which the meeting is called.

C. Failure to hold the annual meeting shall not constitute dissolution or forfeiture of the Corporation, and a special meeting of the shareholders may take the place thereof.

Section 2.03 -- Special Meetings.

Special meetings of the shareholders, for any purpose or purposes whatsoever, may be called at any time by the president or by the Board, or by one or more shareholders holding not less that ten percent (10%) of the voting power of the Corporation. Except in special cases where other express provision is made by statute, notice of such special meetings shall be given in the same manner as for annual meetings of shareholders. Notices of any special meeting shall specify in addition to the place, day and hour of such meeting, the purpose or purposes for which the meeting is called.

Section 2.04 -- Adjourned Meetings And Notice Thereof.

A. Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but in the absence of a quorum, no other business may be transacted at any such meeting.

B. When any shareholders' meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken.

Section 2.05 -- Entry Of Notice.

Whenever any shareholder entitled to vote has been absent from any meeting of shareholders, whether annual or special, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such shareholder, as required by law and these bylaws.

Section 2.06 -- Voting.

At all annual and special meetings of shareholders, each shareholder entitled to vote thereat shall have one vote for each share of stock so held and represented at such meetings, either in person or by written proxy, unless the Corporation's articles of incorporation ("Articles") provide otherwise, in which event, the voting rights, powers and privileges prescribed in the Articles shall prevail. Voting for directors and, upon demand of any shareholder, upon any question at any meeting, shall be by ballot. If a quorum is present at a meeting of the shareholders, the vote of a majority of the shares represented at such meeting shall be sufficient to bind the corporation, unless otherwise provided by law or the Articles of Incorporation.

Section 2.07 -- Quorum.

The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. The shareholders present at a duly called or held

meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

Section 2.08 -- Consent Of Absentees.

The transactions of any meeting of shareholders, either annual or special, however called and notice given thereof, shall be as valid as though done at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before of after the meeting, each of the shareholders entitled to vote, not present in person or by proxy, sign a written Waiver of Notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of such meeting.

Section 2.09 -- Proxies.

Every person entitled to vote or execute consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such person or his duly authorized agent and filed with the secretary of the Corporation; provided however, that no such proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless the shareholder executing it specifies therein the length of time for which such proxy is to continue in force, which in no case shall exceed seven (7) years from the date of its execution.

Section 2.10 -- Shareholder Action Without A Meeting.

Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if a written consent thereto is signed by shareholders holding at least a majority of the voting power, except that if a different proportion of voting power is required for such an action at a meeting, then that proportion of written consents is required. In no instance where action is authorized by this written consent need a meeting of shareholders be called or notice given. The written consent must be filed with the proceedings of the shareholders.

ARTICLE 3
Board of Directors

Section 3.01 -- Powers.

Subject to the limitations of the Articles, these bylaws, and the provisions of Nevada corporate law as to action to be authorized or approved by the shareholders, and subject to the duties of directors as prescribed by these bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be controlled by, the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the directors shall have the following powers:

A. To select and remove all the other officers, agents and employees of the Corporation, prescribe such powers and duties for them as are not inconsistent with law, with the Articles, or these bylaws, fix their compensation, and require from them security for faithful service.

B. To conduct, manage and control the affairs and business of the Corporation, and to make such rules and regulations therefore not inconsistent with the law, the Articles, or these bylaws, as they may deem best.

C. To change the principal office for the transaction of the business if such change becomes necessary or useful; to fix and locate from time to time one or more subsidiary offices of the Corporation within or without the State of Nevada, as provided in Section 1.02 of Article 1 hereof; to designate any place within or without the State of Nevada for the holding of any shareholders' meeting or meetings; and to adopt, make and use a corporate seal, and to prescribe the forms of certificates of stock, and to alter the form of such seal and of such certificates from time to time, as in their judgment they may deem best, provided such seal and such certificates shall at all times comply with the provisions of law.

D. To authorize the issuance of shares of stock of the Corporation from time to time, upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered, debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital. To describe and determine the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, and qualifications and rights of any Preferred Stock to be issued by the Corporation.

E. To borrow money and incur indebtedness for the purposes of the Corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation or other evidences of debt and securities.

F. To appoint an executive committee and other committees and to delegate to the executive committee any of the powers and authority of the Board in management of the business and affairs of the Corporation, except the power to declare dividends and to adopt, amend or repeal bylaws. The executive committee shall be composed of one or more directors.

G. The Board of Directors shall have the authority, by resolution or resolutions at any time or from time to time after the Issuance Date to fix a record date for the effectuation of a forward or reverse split of the issued and outstanding shares of Common Stock. In accordance with NRS 78.2055 shareholder approval shall not be required. Also in accordance with NRS 78.207 the Corporation will not be required to reduce or increase its authorized shares in a corresponding ratio in the event of a reverse or forward split.

Section 3.02 -- Number And Qualification Of Directors.

The authorized number of directors of the Corporation shall not be less than one (1) nor more than seven (7).

Section 3.03 -- Election And Term Of Office.

The directors shall be elected at each annual meeting of shareholders, but if any such annual meeting is not held, or the directors are not elected thereat, the directors may be elected at any special meeting of shareholders. All directors shall hold office until their respective successors are elected.

Section 3.04 -- Vacancies.

A. Vacancies in the Board may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected or appointed shall hold office until his successor is elected at an annual or a special meeting of the shareholders.

B. A vacancy or vacancies in the Board shall be deemed to exist in case of the death, resignation or removal of any director, or if the authorized number of directors be increased, or if the shareholders fail at any annual or special meeting of shareholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting.

C. The shareholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors.

D. No reduction of the authorized number of directors shall have the effect of removing any director unless also authorized by a vote of the shareholders.

ARTICLE 4
Meetings of the Board of Directors

Section 4.01 -- Place Of Meetings.

Regular meetings of the Board shall be held at any place within or without the State of Nevada which has been designated from time to time by resolution of the Board or by written consent of all members of the Board. In the absence of such designation, regular meetings shall be held at the principal office of the Corporation. Special meetings of the Board may be held either at a place so designated, or at the principal office. Failure to hold an annual meeting of the Board shall not constitute forfeiture or dissolution of the Corporation.

Section 4.02 -- Organization Meeting.

Immediately following each annual meeting of shareholders, the Board shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business. Notice of such meeting is hereby dispensed with.

Section 4.03 -- Other Regular Meetings.

Other regular meetings of the Board shall be held, whether monthly or quarterly or by some other schedule, at a day and time as set by the president; provided however, that should the day of the meeting fall upon a legal holiday, then such meeting shall be held at the same time on the next business day thereafter which is not a legal holiday. Notice of all such regular meetings of the Board is hereby required.

Section 4.04 -- Special Meetings.

A. Special meetings of the Board may be called at any time for any purpose or purposes by the president, or, if he is absent or unable or refuses to act, by any vice president or by any two directors.

B. Written notice of the time and place of special meetings shall be delivered personally to each director or sent to each director by mail (including overnight delivery services such as Federal Express) or telegraph, charges prepaid, addressed to him at his address as it is shown upon the records of the Corporation, or if it is not shown upon such records or is not readily ascertainable, at the place in which the regular meetings of the directors are normally held. No such notice is valid unless delivered to the director to whom it was addressed at least twenty-four (24) hours prior to the time of the holding of the meeting. However, such mailing,

telegraphing, or delivery as above provided herein shall constitute prima facie evidence that such director received proper and timely notice.

Section 4.05 -- Notice Of Adjournment.

Notice of the time and place of holding an adjourned meeting need not be given to absent directors, if the time and place be fixed at the meeting adjourned.

Section 4.06 -- Waiver Of Notice.

The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though a meeting had been duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 4.07 -- Quorum.

If the Corporation has only one director, then the presence of that one director constitutes a quorum. If the Corporation has only two directors, then the presence of both such directors is necessary to constitute a quorum. If the Corporation has three or more directors, then a majority of those directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. A director may be present at a meeting either in person or by telephone. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present, shall be regarded as the act of the Board, unless a greater number be required by law or by the Articles.

Section 4.08 -- Adjournment.

A quorum of the directors may adjourn any directors' meeting to meet again at a stated day and hour; provided however, that in the absence of a quorum, a majority of the directors present at any directors' meeting, either regular or special, may adjourn such meeting only until the time fixed for the next regular meeting of the Board.

Section 4.09 -- Fees And Compensation.

Directors shall not receive any stated salary for their services as directors, but by resolution of the Board, a fixed fee, with or without expenses of attendance, may be allowed for attendance at each meeting. Nothing stated herein shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefor.

Section 4.10 -- Action Without A Meeting.

Any action required or permitted to be taken at a meeting of the Board, or a committee thereof, may be taken without a meeting if, before or after the action, a written consent thereto is signed by all the members of the Board or of the committee. The written consent must be filed with the proceedings of the Board or committee.

ARTICLE 5
Officers

Section 5.01 -- Executive Officers.

The executive officers of the Corporation shall be a president, a secretary, and a treasurer/chief financial officer. The corporation may also have, at the direction of the Board, a chairman of the Board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 5.03 of this Article. Officers other than the president and the chairman of the board need not be directors. Any one person may hold two or more offices, unless otherwise prohibited by the Articles or by law.

Section 5.02 -- Appointment.

The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Sections 5.03 and 5.05 of this Article, shall be appointed by the Board, and each shall hold his office until he resigns or is removed or otherwise disqualified to serve, or his successor is appointed and qualified.

Section 5.03 -- Subordinate Officers.

The Board may appoint such other officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws or as the Board may from time to time determine.

Section 5.04 -- Removal And Resignation.

A. Any officer may be removed, either with or without cause, by a majority of the directors at the time in office, at any regular or special meeting of the Board.

B. Any officer may resign at any time by giving written notice to the Board or to the president or secretary. Any such resignation shall take effect on the date such notice is received or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.05 -- Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to such office.

Section 5.06 -- Chairman Of The Board.

The Chairman of the Board, if there be such an officer, shall, if present, preside at all meetings of the Board, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board or prescribed by these bylaws.

Section 5.07 -- President.

Subject to such supervisory powers, if any, as may be given by the Board to the Chairman of the Board (if there be such an officer), the president shall be the chief executive officer of the Corporation and shall, subject to the control of the Board, have general supervision, direction and control of the business and officers of the Corporation. He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board. He shall be an ex-officio member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Board or these bylaws.

Section 5.08 -- Vice President.

In the absence or disability of the president, the vice presidents, in order of their rank as fixed by the Board, or if not ranked, the vice president designated by the Board, shall perform all the duties of the president and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board or these bylaws.

Section 5.09 -- Secretary.

A. The secretary shall keep, or cause to be kept, at the principal office or such other place as the Board may direct, a book of (i) minutes of all meetings of directors and shareholders, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present and absent at directors' meetings, the number of shares present or represented at shareholders' meetings, and the proceedings thereof; and (ii) any waivers, consents, or approvals authorized to be given by law or these bylaws.

B. The secretary shall keep, or cause to be kept, at the principal office, a share register, or a duplicate share register, showing (i) the name of each shareholder and his or her address; (ii) the number and class or classes of shares held by each, and the number and date of certificates issued for the same; and (iii) the number and date of cancellation of every certificate surrendered for cancellation.

C. The secretary shall give, or cause to be given, notice of all the meetings of the shareholders and of the Board required by these bylaws or by law to be given, and he shall keep the seal of the Corporation, if any, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or these bylaws.

Section 5.10 -- Treasurer/Chief Financial Officer.

A. The treasurer/chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. Any surplus, including earned surplus, paid-in surplus and surplus arising from a reduction of stated capital, shall be classified

according to source and shown in a separate account. The books of account shall at all times be open to inspection by any director.

B. The treasurer/chief financial officer shall deposit all monies and other valuables in the name and to the credit of the Corporation with such depositaries as may be designated by the Board. He shall disburse the funds of the Corporation as may be ordered by the Board, shall render to the president and directors, whenever they request it, an account of all of his transactions as treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board or these bylaws.

ARTICLE 6
Miscellaneous

Section 6.01 -- Record Date And Closing Stock Books.

The Board may fix a time in the future, for the payment of any dividend or distribution, or for the allotment of rights, or when any change or conversion or exchange of shares shall go into effect, as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting, or entitled to receive any such dividend or distribution, or any such allotment of rights, or to exercise the rights in respect to any such change, conversion or exchange of shares, and in such case only shareholders of record on the date so fixed shall be entitled to notice of and to vote at such meetings, or to receive such dividend, distribution or allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after any record date fixed as herein set forth. The Board may close the books of the Corporation against transfers of shares during the whole, or any part, of any such period.

Section 6.02 -- Inspection Of Corporate Records.

The share register or duplicate share register, the books of account, and records of proceedings of the shareholders and directors shall be open to inspection upon the written demand of any shareholder or the holder of a voting trust certificate, at any reasonable time, and for a purpose reasonably related to his interests as a shareholder or as the holder of a voting trust certificate, and shall be exhibited at any time when required by the demand of ten percent (10%) of the shares represented at any shareholders' meeting. Such inspection may be made in person or by an agent or attorney, and shall include the right to make extracts. Demand of inspection other than at a shareholders' meeting shall be made in writing upon the president, secretary, or assistant secretary, and shall state the reason for which inspection is requested.

Section 6.03 -- Checks, Drafts, Etc.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board.

Section 6.04 -- Annual Report.

The Board shall cause to be filed with the Securities and Exchange Commission after the close of the fiscal or calendar year an annual report in the form as required by the SEC.

Section 6.05 -- Contracts: How Executed.

The Board, except as otherwise provided in these bylaws, may authorize any officer, officers, agent, or agents, to enter into any contract, deed or lease, or execute any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or render it liable for any purpose or for any amount.

Section 6.06 -- Certificates Of Stock.

A certificate or certificates for shares of the capital stock of the Corporation shall be issued to each shareholder when any such shares are fully paid up. All such certificates shall be signed by the president or a vice president and the secretary or an assistant secretary, or be authenticated by facsimiles of the signature of the president and secretary or by a facsimile of the signatures of the president and the written signature of the secretary or an assistant secretary. Every certificate authenticated by a facsimile of a signature must be countersigned by a transfer agent or transfer clerk.

Section 6.07 -- Representations Of Shares Of Other Corporations.

The president or any vice president and the secretary or assistant secretary of this Corporation are authorized to vote, represent, and exercise on behalf of this Corporation, all rights incident to any and all shares of any other corporation or corporations standing in the name of this Corporation. The authority herein granted to said officers to vote or represent on behalf of this Corporation or corporations may be exercised either by such officers in person or by any person authorized so to do by proxy or power of attorney duly executed by said officers.

Section 6.08 -- Inspection Of Bylaws.

The Corporation shall keep in its principal office for the transaction of business the original or a copy of these bylaws, as amended or otherwise altered to date, certified by the secretary, which shall be open to inspection by the shareholders at all reasonable times during office hours.

Section 6.09 -- Indemnification.

A. The Corporation shall indemnify its officers and directors for any liability including reasonable costs of defense arising out of any act or omission of any officer or director on behalf of the Corporation to the full extent allowed by the laws of the State of Nevada, if the officer or director acted in good faith and in a manner the officer or director reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. No officer or director shall be personally liable to the corporation or its shareholders for money damages except as provided in Section 78.037, Nevada Revised Statutes.

B. Any indemnification under this section (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because the officer or director has met the applicable standard of conduct. Such determination shall be made by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or, regardless of whether or not such a quorum is obtainable and a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by the stockholders.

ARTICLE 7
Amendments

Section 7.01 -- Power Of Shareholders.

New bylaws may be adopted, or these bylaws may be amended or repealed, by the affirmative vote of the shareholders collectively having a majority of the voting power or by the written assent of such shareholders.

Section 7.02 -- Power Of Directors.

Subject to the rights of the shareholders as provided in Section 7.01 of this Article, bylaws other than a bylaw, or amendment thereof, changing the authorized number of directors, may also be adopted, amended, or repealed by the Board.

Certificate

The undersigned does hereby certify that the undersigned is the President of the Corporation as named at the outset in these bylaws, a corporation duly organized and existing under and by virtue of the laws of the State of Nevada; that the above and foregoing new bylaws of said corporation were duly and regularly adopted as such by Unanimous Consent of the Board of Directors in lieu of a Meeting, dated the 23rd day of October, 2014, and by the Unanimous Written Consent of a Majority of the Shareholders, dated the 23rd day of October, 2014, pursuant to Article IX of the Corporation's By-laws dated as of June 20, 2000, that the above and foregoing new bylaws are now in full force and effect.

DATED this 23rd day of October, 2014.

_____
Christopher Pearce, President

_____.
Jay Scoratow, Secretary