CURRENT REPORT

OF

STRATEGIC RARE EARTH METALS, INC.

(OTC: SREH)

Date of Report: September 10, 2015

Name of Company: Strategic Rare Earth Metals, Inc.

State of Incorporation: Nevada

Address of Principal Office:

Company's Telephone Number: (888-406-1138)

Strategic Rare Earth Metals, Inc., (the "Company" or "SREH") discloses the following material event:

During the week of August 14 through August 21, 2015 the following events occurs:

1.) The Company's Directors approve a change of business direction and agreed to abandon all other business and focus solely on the new business plan (attached as Exhibit A below)

2.) Resignation of current management and director

3.) Appointed new management and directors

4.) Approved change of the Authorized Capital of the company and designated the Rights and Preferences of 2 classes of Preferred Shares

Departure of Director or Principal Officers; Election of Directors; Appointment of Principal Officers;

Bill Schaefer, CEO and Director resigned his positions with the company and sold his controlling interest in the Company to Janon Costley. (Attached below Exhibit B of Bill Schaefer's Separation Agreement)

The Company appointed a new CEO Janon Costley, to act as the Company's CEO and Sole Director. (Attached below is as Exhibit C Janon Costley employment contract)

In the last Five (5) years Mr. Costley has **NOT** been the subject of:

1.) A conviction in criminal proceeding or named as a defendant in a pending criminal proceeding;

2.) The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities or banking activities;

3.) A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended or vacated; or

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 activities.

Amendments to Certificate of Incorporation;

The Company has voted to amend its Certificate of Incorporation by filing to increase the Capital of the Company to a total of 5,030,000,000 shares and a Certificate of Designation with the State of Nevada to designate Five hundred thousand (500,000) shares of Series A (attached as Exhibit D) with par value of One-hundreth of One Cent ($0.0001), Holder(s) of shares of Preferred Series A., are entitled to vote on any corporate matters or on matters affecting rights as a Preferred Series A shareholder. Holders of Series A Preferred Stock shall have Ten Thousand one hundred (10,100) votes of Common Stock per share of Series A Preferred Stock held and may vote on any action requiring any class of shares to vote. In additional the company filed the Certificate of Designation with the State of Nevada to designate Two Million (2,000,000) shares of Series B (attached as Exhibit E). Board Resolution regarding these corporation actions is attached as (Exhibit F).

(b) The Company has not changed its fiscal year.

Changes of Control of the Company

(a) A change in control of the Company has occurred. Attached is (Exhibit G) Documents related to the sale of the control Block to Janon Costley. As of the date of this disclosure Janon Costley has Majority Voting Control of the Company

The Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Strategic Rare Earth Metals, Inc.,

By: */s/:* Janon Costley
Janon Costley
Chief Executive Officer

EXHIBIT A

UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
Strategic Rare Earth Metals, Inc

The undersigned, being all of the members of the Board of Directors of Strategic Rare Earth Metals, Inc, a Nevada corporation (the "Corporation"), hereby consent to the adoption of the following resolutions by written consent:

APPROVAL OF OFFICERS AND DIRECTORS

RESOLVED, that in compliance with the Corporation's obligations under the Agreement, the Board of Directors has determined that it is in the best interests of the Corporation and its shareholders that the Corporation has accepted the resignation of its current CEO, and director Bill Schaefer and has appointed Mr. Janon Costley as its sole director and has entered into an employment agreement with Mr. Costley (Exhibit C) to serve as the company's new CEO.

RESOLVED, that the Board of Directors has determined that it is in the best interests of the Corporation and its shareholders that the following individuals serve in the positions set forth below effective on August 18th, 2015:

Name:	**Position(s):**
Janon Costley	Director, Secretary and Treasurer

Approval of New Business Direction and Name Change

RESOLVED, that in compliance with the Corporation's obligations under the Agreement, the Board of Directors has determined that it is in the best interests of the Corporation and its shareholders that the Corporation approve a change of business direction and agree to abandon all other business and focus solely on the new business plan as detailed in Exhibit A. To reflect the new business direction the Board Of Directors have also agreed to immediately file paperwork with the appropriate regulatory agency to change the Company's name to Affinity Beverage Group, Inc.

APPROVAL OF AN INCREASED AUTHORIZED SHARES And NEW STOCK DESIGNATION

RESOLVED, that in compliance with the Corporation's obligations under the Agreement, the Board of Directors has determined that it is in the best interests of the Corporation and its shareholders that the Corporation increase its authorized shares from One Billion (1,000,000,000) Shares to Five Billion Thirty Million (5,030,000,000) shares in connection with the company's new business direction and potential acquisition opportunities. The Corporation is authorized to issue a total of Five Billion Thirty Million (5,030,000,000) shares of its stock consisting of Five Billion (5,000,000,000) shares of common stock and Thirty Million (30,000,000) shares of Preferred Stock, of which the Preferred A and Preferred B have been designated with the rights and preference on file with the Division of Corporation.

FIRST: That pursuant to authority expressly vested in it by the Articles of Incorporation of the Company, the Board of Directors of the Corporation has adopted the following resolution establishing a new series of Preferred Stock of the Company, consisting of 500,000 (Five Hundred Thousand) shares designated "Series _A_ Preferred Stock," with such powers, designations, preferences, and relative participating, optional, or other rights, if any, and the qualifications, limitations, or restrictions thereof, as are set forth in the resolutions:

> RESOLVED, that the Company's Board of Directors hereby approves the designation and issuance of the Series __A___ Preferred Stock according to the terms and conditions as set forth in Exhibit ___ and authorizes and instructs the Company's Executive Officers to proceed in filing the Certificate of Designation with the State of (Nevada) and to take such other action as shall be appropriate in connection with the issuance of the Series__A__ Preferred Stock.

Second: That pursuant to authority expressly vested in it by the Articles of Incorporation of the Company, the Board of Directors of the Corporation has adopted the following resolution establishing a new series of Preferred Stock of the Company, consisting of 2,000,000 (Two Million) shares designated "Series __B_ Preferred Stock," with such powers, designations, preferences, and relative participating, optional, or other rights, if any, and the qualifications, limitations, or restrictions thereof, as are set forth in the resolutions:

> RESOLVED, that the Company's Board of Directors hereby approves the designation and issuance of the Series __B___ Preferred Stock according to the terms and conditions as set forth in Exhibit ____ and authorizes and instructs the Company's Executive Officers to proceed in filing the Certificate of Designation with the State of (Nevada) and to take such other action as shall be appropriate in connection with the issuance of the Series __B__Preferred Stock.

RESOLVED, that the officers of the Corporation are authorized to execute in the name and on behalf of the Corporation, the certificate of designation for the Series _A_ and _B__ preferred stock, substantially in the form attached hereto as Exhibit __ and Exhibit __, and such other documents relating thereto, their approval of such documents evidenced by their execution thereof, and to take such

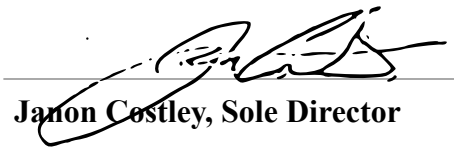
other actions as they may deem necessary or advisable, for the purpose of effecting the transactions contemplated thereby.

ENABLING RESOLUTIONS

RESOLVED, that any acts of any officer of the Corporation and of any persons designated and authorized to act by any such officer of the Corporation, which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as acts of the Corporation.

RESOLVED, that the officers of the Corporation are hereby authorized, empowered and directed to take all such action on behalf of the Corporation as they may deem necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolutions, including but not limited to filings with the State of Nevada, FINRA and the SEC.

Dated: As of August 18th, 2015



Jaxon Costley, Sole Director

EXHIBIT B

SEPARATION AGREEMENT

THIS AGREEMENT AND RELEASE is executed by Bill Schaefer (the "Director") releasing all claims against Strategic Rare Earth Metals, Inc., a Nevada corporation (together with its successors and assigns, the "Company"), and certain affiliated parties releasing all claims against the Director. This agreement shall be deemed a mutual release on behalf of both parties.

WHEREAS, the Director and the Company have had a working relationship in which both parties want to terminate (the "Services Agreement");

WHEREAS, the Director wishes to terminate his relationship with the Company in order to pursue other interests annd both parties wish to settle all matters.

NOW, THEREFORE, in consideration of as defined below from the Company of this Agreement and Release and other good and valuable consideration, the Director agrees as follows:

1. Release. The Director, on behalf of himself and his dependents, heirs, administrators, agents, executors, successors and assigns, hereby releases and forever discharges the Company and all of its current and former subsidiaries, joint venturers, affiliates and Director benefit plans, and all of their respective directors, officers, trustees, employees, successors and assigns (collectively, the "Released Parties"), from any and all charges, controversies, claims, wages, rights, agreements, actions, costs or expenses, causes of action, obligations, damages, losses, promises and liabilities of whatever kind or nature, in law or equity or otherwise, whether known or unknown, suspected or unsuspected, from the beginning of time to the date the Director executes this Agreement and Release, arising out of, or relating to, the Director's engagement with the Company or any affiliate, or the termination thereof, including, but not limited to, claims under the Age Discrimination in Employment Act (ADEA), as amended by the Older Workers' Benefit Protection Act (OWBPA) or any state counterpart, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act, the Family and Medical Leave Act, all as amended, all claims of discrimination, retaliation or harassment under any applicable state law or any local, state or federal law or regulation governing discrimination in employment; all claims under state contract or tort law such as wrongful termination, assault, invasion of privacy, breach of the implied covenant of good faith and fair dealing, defamation or negligent or intentional infliction of emotional distress and all claims for attorneys' fees.

Anything to the contrary notwithstanding in this Separation Agreement or the Services Agreement, nothing herein shall release any Released Party from any claims or damages based on (i) any right or claim that arises after the date of this Separation Agreement, (ii) any right the Director may have to enforce.

2. Obligation of the Company.

The Company's obligations are specifically limited to; if at any time during the next 36 months and 1 day following the execution of this document the company reverse splits the company's common stock the Director shall have the right to purchase up to 2% of the outstanding shares post reverse at a strike price of .0001 within 5 business days of the reverse split going effective. The Director is currently owed $25,000. In the event that the Director exercises his right to purchase up to 2% outstanding if any reverse split take place within the time period defined above, he shall then exchange his debt outstanding for said right and shall then deliver the 500,000 Preferred A shares held by him to the Company. Failure to provide notice of the intent to purchase the shares within 5 business days of the reverse will constitute an immediate termination of this right.

3. Obligation of the Director.

The Director will provide all necessary assistance to complete any and all disclosure reports for the next twelve (12) months without cost to the corporation and;

(a) The Director agrees to maintain in confidence all "Confidential Information" (as defined herein) as may be or may have been disclosed by Company, whether disclosed by any means, including, without limitation, Confidential Information transmitted in oral, written, graphic, or any electronic form. The Director shall not use, disseminate, or commercially exploit in any manner any Confidential Information without prior written consent of Company. In the event the Director receives such consent, the Director shall only use the Confidential Information as to which Company has given consent and shall only use the Confidential Information in the manner consented and for the purpose consented. "Confidential Information" shall be defined as any nonpublic information disclosed by the Company to the Director and shall be deemed to include the following information of the respective parties, without limitation: (a) e-mail addresses, customer lists, the names of customer contacts, the names of investor contacts, investor lists, professional contacts, business plans, technical data, product ideas, personnel, contracts and financial information; (b) patents, trade secrets, techniques, processes, business methodologies, schematics, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements; (c) information about costs, profits, markets and sales; (d) plans for future development and new product concepts; (e) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be disclosed, as well as written or oral instructions or comments. (b) Without the prior written consent of the Company, the Director shall not (a) make any news release, public announcement, denial or confirmation of this Agreement, its subject matter, the term, nature, or content of his employment or relationship with the Company; (b) make any disparaging remarks relating to this Agreement, its subject matter, the term, nature, or content of his engagement or relationship with the Company; or (c) advertise or publish any facts relating to this Agreement, its subject matter, the term, nature, or content of his engagement or relationship with the Company, unless otherwise required to do so by law. This provision shall remain in effect for the maximum period allowable by law.

4. The Director acknowledges that he has been provided a period of time in which to consider and execute this Separation Agreement. The Director further acknowledges and understands that he has seven (7) calendar days from the date on which he executes this Separation Agreement to revoke his acceptance of this Separation Agreement by delivering to the Company written notification of his intention to revoke this Separation agreement in accordance with the notice provision in the Director Agreement. If the Director so revokes his agreement to this Separation Agreement she shall not be entitled to the payments, benefits and other entitlements that are conditioned on her executing this Separation Agreement. This Separation Agreement becomes effective when signed by the Director unless revoked in writing in accordance with this seven-day provision. To the extent that the Director has not otherwise done so, the Director is advised to consult with an attorney prior to executing this Separation Agreement.

5. The Director expressly acknowledges and agrees that this Agreement and Release fully and finally releases and fully resolves any and all disputes between him and any Released Party with respect to the claims released herein, including those that are unknown, unanticipated or unsuspected or which may hereafter arise as a result of the discovery of new or additional facts.

6. All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Employment Agreement.

7. Both Parties agree that for a period of Thirty Six Months and One Day after the execution of this document, both parties will not directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize or otherwise communicate in any way any remark, comment of any kind that might be reasonably be construed to be derogatory or critical toward the other party that would affect either parties reputation or other business opportunities.

IN WITNESS WHEREOF, the Director has executed this Separation Agreement as of this 17th day of August , 2015.

Strategic Rare Earth Metals, Inc.

By: 

Name: **Janon Costley**

Title: CEO and Director

By: 

Director: Bill Schaefer

Date: August 17th 2015

EXHIBIT C

EMPLOYMENT AGREEMENT

This Agreement made as of August 7, 2015, (the "Effective Date") by and between Janon Costley (the "Employee"), and Strategic Rare Earth Metals, Inc., (the "Company") located at the address set forth below.

WITNESSETH:

WHEREAS, Company wishes to employ Employee and Employee wishes to be employed by Company, all on the terms and conditions contained herein.

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

1. ENGAGEMENT: Subject to the provisions of this Agreement the Company agrees to engage the Employee to perform and Employee agrees to perform services, upon the terms and conditions herein specified.

2. TERM: The term of this Agreement (the "Term") shall commence on the Effective Date, and shall continue for a term of thirty six months is subject to termination, extension, and automatic termination as set forth hereunder.

3. DUTIES AND RESPONSIBILITIES

a) Duties. Employee agrees to perform all of the functions and duties generally associated with the position of Senior Executive of the publicly traded company Strategic Rare Earth Metals, Inc., upon the terms and conditions herein specified, to the best of Employee's ability.

Core Responsibilities:

- Responsible for the efficient management of the multi-location Services, and Operations while ensuring compliance with regulatory compliance/ procedures.
- Promoting consistency, continuity and cooperation amongst the production units and assisting in establishing, monitoring and delivering measurable results based on the company's strategic plan.
- Overall accountability for effective operations and sales levels that meet external and internal stakeholder requirements along with proactive business plan execution that results in meeting the financial goals of the company's strategic plan.
- Manages subordinates' production priorities and performance objectives by mentoring, coaching and providing performance feedback based on the implementation and achievement of the financial goals of the company.

- Accountable for the financial success of through the fiscal management of all its units, the development of financial margin controls, budget and project risk management, the adherence to production standards and the management of strict financial guidelines for projects.

b) Location of Services. Employee further agrees to attend all reasonably necessary meetings at such places that may be deemed reasonably necessary for the performance of Employee's duties, hereunder.

c) Outside Interests. It is understood employee has investments and interest in other business. Those interest shall never interfere with the employee employment per this contract.

4. COMPENSATION: As full and complete consideration for Employee's Services and Employee's undertakings hereunder, and for all rights granted to Company hereunder, and subject to Employee's full compliance with the terms and conditions of this Agreement, Company agrees to pay Employee as follows:

a) Fixed Compensation: The Employee's fixed compensation shall be based on a monthly salary of Five Thousand Five Dollars ($5,000.00) payable monthly.

b) Benefits: During the term, Employee shall be entitled to receive all benefits of employment, if any, including health insurance. The Company reserves the right to modify, suspend, or discontinue any and all benefits offered by the Company at any time without notice to or recourse by Employee, so long as such action is taken generally with respect to other similarly situated persons and does not single out Employee.

c) The Fixed Compensation, if any, shall be subject to standard withholding taxes as mandated by federal, state and local authorities.

d) Stock Incentive: The Employee shall also have the right to purchase Ten Million (10,000,000) shares of common stock at par value of the Company's Common Stock at a price of .00001. These share will be restricted shares of common stock.

e) Profit Incentive: The Employee and or his designee shall receive a bonus of 0.5% overriding royalty in all new projection started after the execution of this agreement.

5. TERMINATION NOTICE TO EMPLOYEE:

a) Notwithstanding any provision of this Agreement to the contrary, the employment hereunder shall terminate on the first to occur of the following:

(i) the date of the Employee's death;

(ii) the date on which Company or the Secured Creditors give the Employee notice of termination for Cause (as defined below) (subject to any applicable cure period);

(iii) Thirty (30) days after the Employee delivers written notice of his resignation to Company; or

(iv) the execution of a permanent employment agreement;

(v) any mutually agreed upon time.

b) Company shall have the right, in its sole discretion, to terminate the Employee for Cause. For purposes of this Agreement, **"Cause"** shall mean the occurrence of any of the following, as reasonably determined by the Board of Directors:

(i) the willful failure or refusal or the continued failure, in the reasonable judgment of the Secured Creditors, by the Employee to perform and discharge his material duties and responsibilities under this Agreement, or any breach by the Employee. If such failure, refusal or breach is not cured within Thirty (30) days of written notice to Employee, which notice specifically identifies the conduct complained of, Company may terminate employment for Cause; or

(ii) the willful engaging by the Employee in conduct which in the opinion of the Secured Creditors is demonstrably damaging to the Company; or which violates any federal or state securities laws or regulations or causes any censure of Company; or

(iii) the conviction of the Employee (or the entering by the Employee a pleas of guilty or nolo contendere) for (i) any felony, (ii) any misdemeanor involving moral turpitude, or (iii) any crime involving Company, its property, any of Company's subsidiaries or affiliates, or any of their respective property.

c) In the event the Employment is terminated because of death pursuant to Paragraph 5(a)(i) hereof, the Employee or his estate, legal representative or designated beneficiary, as the case may be, shall be entitled to payment of any earned but unpaid compensation, upon the date of death, without annualization and through the date of termination (collectively, the **"Accrued Salary"**) paid in one lump sum within Sixty (60) days from the date of death.

d) Upon the termination of the Agreement, Employee shall immediately:

(i) return all property of the Company to the Board of Directors, or their designate, including but not limited to manuals, client lists, employee files and all Confidential Information described in Paragraph 9(b);

(ii) vacate the property of the Company;

(iii) cease and desist all contact with clients, vendors and employees of the Company; and

(iv) assist the transition of the successor as reasonably requested by the General Manager for a period of not less than Thirty (30) days.

e) Company shall have the right, in its sole discretion, to terminate the Employee who becomes disabled. Subject to the provisions of the Operating Agreement, upon the permanent disability of Employee (the "Disabled Employee") as defined below, and upon written notice of such permanent disability, (the "Event") Company and the Disabled Employee hereby agree as follows:

(i) **"Disability"** in this Agreement shall mean the inability of a person to perform his normal employment responsibilities for six (6) consecutive months or twelve (12) months out of any eighteen (18) month period. The Employee agrees to submit to such medical examinations as may be necessary to determine whether a Disability exists, pursuant to reasonable requests which may be made by Company from time to time. The refusal of the Employee to submit to such requests for examination will result in the presumption that the disability does exist.

(ii) In the event the Employment is terminated because of Disability the Employee shall be entitled to payment of Accrued Salary paid in one lump sum within Sixty (60) days from the end of the date of termination because of Disability.

f) Golden Parachute: Company shall have the right, in its sole discretion, to terminate the Employee for any reason. In the event the Company elects to terminate the Employee, the Employee shall receive a maximum of 6 months of salary, this amount shall be paid in twelve (12) month installment after terminate and guaranteed by the parent corporation.

6. TRAVEL AND EXPENSES: Company shall reimburse Employee for any necessary travel or other expenses incurred in the performance hereinabove specified provided such expenses constitute proper business deductions from taxable income for Company and are excludable from taxable income to Employee under the Internal Revenue Code and governing regulations. In addition, the Company is responsible for all other expenses Employee incurs related to Strategic Rare Earth Metals, Inc. including Employee's cell phone, notwithstanding if such cell phone is also used for personal usage and for mileage on Employee's personal vehicle at a rate of Fifty Cents ($0.50) per mile and for fuel costs**.**

7. TRADE SECRETS: Employee shall not disclose Company's trade secrets, learned in the scope of Employee's employment nor use them in any way prior to the Term of employment, during the Term of employment or thereafter, except as required by operation of law. For the purpose of this Agreement, "trade secrets" is defined as information not readily available to, or accessible by, the general public or the internet community.

8. RESTRICTIVE COVENANTS/PROTECTION OF CONFIDENTIALITY:

a) Restrictive Covenants. It is agreed that Employee's services hereunder are of a special, unique and extraordinary character and are vital to the future success and viability of Company. Employee acknowledges that Employee's compensation is partly in consideration of and conditioned upon Employee agreeing to the covenants contained in this Paragraph and that the restrictions set forth herein are a material inducement to Company's agreement to employ Employee hereunder. Accordingly, Employee agrees that as long as Employee shall remain a Employee of Company and for a period of One (1) years thereafter, Employee will not directly or indirectly, individually, or through any other person or corporate or other business entity, except on behalf of Company:

(i) Employ, engage or solicit (or attempt to employ, engage or solicit) any person who at that time is, or at any time during the preceding One (1) year period was, in the employ of Company either as an Employee or an independent contractor, or

(ii) Solicit business from any client (as defined below) or render any services to or for any client, in each case whether or not the relationship between Company and such clients was originally established in whole or in part through Employee's efforts; or

(iii) Attempt in any manner to persuade any client to cease or to reduce the amount of business which such client has customarily done or contemplates doing with Company.Employee acknowledges that because of the nature of the business engaged in by Company and the fact that Clients can be and are serviced by Company wherever located, it is impractical and unreasonable to place a geographic limitation on the above covenants and the restrictions set forth herein are reasonable and necessary to protect Company's interest. For the purpose of this Paragraph, the term "client" shall mean, any person or entity (A) who is then a client of Company; (B) who was a client of Company, at any time during the One (1) year period immediately preceding the Determination Date (as defined below); and (C) to whom Company had made a presentation within a period of one (1) year immediately preceding the Determination Date (i.e. prospective client); the term "Determination Date" means, as applicable, the date of termination of Employee's employment, or if Employee's employment shall not have terminated, the date of the prohibited conduct described in Section 5 (b).The Company acknowledges that it wishes only to limit Employee's right to compete only to the extent necessary to protect the Company from unfair competition. The Company further acknowledges that: (1) Em-

ployee will be able to earn a livelihood in his profession as a business coach and consultant without violating the foregoing restrictions and (2) that his ability to earn a livelihood as a business coach and consultant without violating such restrictions is a material condition to Employee's executing this Agreement.

b) Confidentiality. Employee also agrees that, during and after the term of Employee's employment, Employee will not disclose to any person or entity any Confidential Information or proprietary information or ideas of Company or any client, prospective client or former client of Company or directly or indirectly, individually, or through a corporation or other business entity, utilize any such Confidential Information or proprietary information or ideas for Employee's own benefit, or for the benefit of any third party. "Confidential Information" shall be defined as any nonpublic information disclosed by one party to the other party and shall be deemed to include the following information of the respective parties, without limitation: (a) e-mail addresses, customer lists, the names of customer contacts, business plans, technical data, product ideas, personnel, contracts and financial information; (b) patents, trade secrets, techniques, processes, business methodologies, schematics, Employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements; (c) information about costs, profits, markets and sales; (d) plans for future development and new product concepts; (e) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be disclosed, as well as written or oral instructions or comments.

c) Injunctive Relief. Employee agrees that any breach or threatened breach of restrictions set forth in this Paragraph will result in irreparable injury to Company for which it shall have no meaningful remedy in law and Company shall be entitled to injunctive relief in order to enforce the provision thereof, without being required to post a bond or other security. In addition, Company may take all such other actions and remedies available to it under law or in equity and shall be entitled to such damages as it can show it has sustained by reason of such breach. If any provision of this Paragraph of this Agreement is found to be unreasonably restrictive by a court of competent jurisdiction, then such provision shall me modified by such court so as to apply such provision to the maximum extent allowed by law, without affecting the validity of any other provision of this Agreement.

9. ARBITRATION: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration and by a neutral arbitrator to be chosen by both parties, and the parties hereby agree to be bound by the results. Such arbitration shall be held before the American Arbitration Association in accordance with their rules and procedures. Payment of arbitration fees is to be decided by the arbitrator and judgment upon the award rendered may be entered in any court possessing jurisdiction of arbitration awards.

10. BINDING AGREEMENT: This Agreement is a binding agreement between Company and Employee, inuring to the parties respective personal and legal representatives, successors

and permitted transferees and assigns.

11. NOTICES: All notices shall be in writing and shall be personally delivered, or sent by Certified Mail-Return Receipt Requested. All notices to Company shall be sent to Strategic Rare Earth Metals, Inc. at the location to _____. All notices to Employee shall be sent to the location set forth below.

Janon Costley
215 I St., NE
#108
Washington, DC 20002

12. BREACH: No breach of this Agreement by any party shall be deemed material unless the offended party shall give written notice of such breach, and the offending party shall have failed to cure the breach within Five (5) business days after receipt of such notice, or commenced to cure with reasonable diligence if such breach is not capable of being fully cured within Five (5) days.

13. COUNTERPARTS/FACSIMILE: This Agreement may be executed in counterparts, each one of which will be deemed to be an original, and it may be executed and delivered by facsimile transmission.

14. SEVERABILITY: If, for any reason any provision of this Agreement is held invalid, the other provisions of this Agreement will remain in effect.

15. ASSIGNMENT: Employee acknowledges that the services to be rendered are unique and personal. Accordingly, the Employee may not assign any of these rights or delegate any of his duties or obligations under this Agreement. The rights and obligations of Company under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Company.

16. INDEMNIFICATION: The Corporation hereby agrees to indemnify and hold the employee harmless from and against any loss, claim, damage or expense, and/or all costs of prosecution or defense of their rights hereunder, whether in judicial proceedings, including appellate proceedings, or whether out of court, including without limiting the generality of the foregoing, attorneys' fees, and all costs and expenses of litigation, arising from or growing out of any actions conducted by employees, officers, directors, management, shareholders and/or consultants in connection with the operation of The Corporation. In no event shall the employee be liable for consequential, special, indirect, incidental, punitive, or exemplary loss, damage, cost or expense (including, without limitation, lost profits and opportunity costs) unless due to gross neg-

ligence on the part of the Employee. The Company agrees to indemnify and hold harmless the Employee from and against any and all actions, losses, damages, claims, liabilities, costs and expenses (including without limitation, reasonable legal fees and expenses) in any way arising out of or relating to this Agreement, unless such is due to gross negligence on the part of the Employee. The provision of this paragraph shall apply regardless of the form of action, loss, damage, claim, liability, cost, or expense, whether in contract, statute, tort (including without limitation, negligence), or otherwise. The provisions of this paragraph shall survive the completion or termination of this Agreement. The Company further agrees to cover any reasonable legal or other professional services costs on behalf of Employee should the need for such arise out of any claims made against Employee relating to the services provided under this Agreement.

17. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between Employee and Company with respect to the subject matter and supersedes any and all prior understandings, written or oral. Further, no amendments or additions to this Agreement shall be binding unless in writing and signed by the party to be charged. This Agreement shall be construed, interpreted and enforced under and in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth in the introduction hereto.

EMPLOYEE:

By:_____

Name: Jamon Costley

Address: 215 I St., NE #108 Washington DC 20002

Date: 8/16/2015

Strategic Rare Earth Metals, Inc.

By:_____

Name: Bill Schaefer

Title: CEO

Date:8/16/2015

EXHIBIT D

CERTIFICATE OF DESIGNATION
OF THE RIGHTS, PREFERENCES, PRIVILEGES
AND RESTRICTIONS OF THE
PREFERRED SERIES A STOCK
OF Strategic Rare Earth Metals, Inc.

(Pursuant to Section 78.195 *et seq* of the Nevada General Corporation law)

The undersigned, being all of the directors of Strategic Rare Earth Metals, Inc.., a Nevada corporation (the "Company"), hereby certify that it took the following corporate actions and adopted the following resolutions upon unanimous vote of the Corporation's directors adopted and approved by a super-majority of votes of said Corporation, both effected August 7, 2015:

WHEREAS, the directors believe that it is in the best interests of the Corporation to approve a series of preferred stock and establish the respective terms, designations, relative rights, preferences and limitations of same by filing a Certificate of Designation for each with the State of Nevada, and

WHEREAS, the directors believe that it is in the best interests of the Corporation to create a class of preferred stock designated as Preferred Series A stock and to designate relative rights, preferences and limitations of this new Preferred Series A Stock in order to provide clarity for shareholders and the public in a Certificate of Designation and to file this Certificate of Designation with the State of Nevada; and

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the authority vested in the Board of Directors of the Corporation by the Nevada Revised Statutes and in accordance with the provisions of its Articles of Incorporation, in addition to common stock, a class of preferred stock of the Corporation known as its Preferred Series A stock is hereby created and provided for and the Board of Directors hereby fixes, states and expresses the terms, designations, relative rights, preferences and limitations of such class in addition to those set forth in said Articles of Incorporation, as amended, to be in their entirety as follows:

1. **Designation of Preferred Series A Stock**. Preferred Series A Stock is hereby created. Of the 5,000,000,000 shares of the Corporation's authorized stock, 30,000,000 shall hereby be designated as Preferred Stock, of which 500,000 shall hereby be designated as Preferred Series A Stock with a par value of $0.0001.

2. **Issuance; Rank; Secured**. The Preferred Series A shall rank senior to the Common Stock and any other capital stock of the Corporation ranking junior to the Preferred Series A Stock as to dividends and upon liquidation, dissolution or winding up. The Preferred Series A is secured by assets of the Corporation.

3. **Dividends**. No dividends shall be declared or paid upon the Preferred Series A.

4. **Liquidation. Dissolution or Winding Up.** Matters relating to liquidation, dissolution or winding up of this Corporation shall be as provided in the General Corporation Law. Preferred Series A shall be senior to the Common and all other classes of Preferred Stock. A merger, acquisition, sale of voting control or sale of substantially all of the assets of the Company in which the shareholders of the Company do not own a majority of the outstanding shares of the surviving corporation shall be deemed to be a liquidation.

5**.** **Voting**. Holder(s) of shares of Preferred Series A., are entitled to vote on any corporate matters or on matters affecting rights as a Preferred Series A shareholder. Holders of Series A Preferred Stock shall have Ten Thousand one hundred (10,100) votes of Common Stock per share of Series A Preferred Stock held and may vote on any action requiring any class of shares to vote.

6. Optional Conversion. The holders of Preferred Series A shall have conversion rights as follows:

6.1 Right to Convert. Each share of Preferred Series A shall be convertible, at the option of the holder thereof, at any time and from time to time, into ten thousand (1:10,000) shares of fully paid and non-assessable Common Stock. The conversion price at which shares of Common Stock shall be deliverable upon conversion of the Preferred Series A shares without payment of additional consideration by the holder thereof (the "Conversion Price") is zero. Upon a liquidation Event of the Corporation, the Conversion Rights shall terminate at the close of business on the first full day preceding the date fixed for the payment of any amounts distributable on liquidation to the holders of shares of Preferred Series A.

6,2 Mechanics of Conversion.

6.2.1 Surrender of Certificate: In order for a holder to convert shares of Preferred Series A into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Preferred Series A at the office of the transfer agent for such shares (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Preferred Series A represented by such certificate or certificates. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his or her or its attorney-in-fact duly authorized in writing. The date of receipt of such certificates and notice by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) shall be the conversion date (the "Conversion Date"). The Corporation shall, as soon as practicable after the Conversion Date, issue and deliver at such office to such holder of shares of Preferred Series A, or to his or her or its nominees, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such

surrender of the shares of Preferred Series A to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of common stock as of such date. If the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act of 1933, as amended (the "Securities Act"), the conversion may, at the option of any holder tendering shares of Preferred Series A Stock for conversion, be conditioned upon the closing of the sale of securities pursuant to such offering in which event the person entitled to receive the Common Stock issuable upon such conversion of the shares of Common Stock shall not be deemed to have converted such shares of Preferred Series A until immediately prior to the closing of such sale of securities.

6.2.2 No Further Rights: All shares of Preferred Series A that shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares, including the rights, if any, to receive notices and dividends or to vote, shall immediately cease and terminate on the Conversion Date, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor. Any shares of Preferred Series A converted shall be retired and canceled and shall not be reissued, and the Corporation may from time to time take such appropriate action as may be necessary to eliminate the authorized Preferred Series A or reduce the authorized number thereof as may be appropriate accordingly.

6.3 No Impairment: The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all of the provisions of this Section 6 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the shares of Preferred Series A against impairment.

FURTHER RESOLVED, that a Certificate of Designation shall be filed with the State of Nevada setting forth these terms, designations, relative rights, preferences and limitations.

FURTHER RESOLVED, that each Officer of the Company is hereby authorized, empowered and directed on behalf of the Company to execute and deliver, on behalf of the Company, any and all documents necessary to file the Certificate of Designation and to otherwise enable the Company to issue the Preferred Series A.

Dated this 7th day of August, 2015.



Bill Schaefer, Director

EXHIBIT E

EXHIBIT 3.4

Filed in the office of	Document Number
	Filing Date and Time
	Entry Number

Certificate of Designation

Certificate of Designation For Nevada Profit Corporations

1. Name of corporation:

Strategic Rare Earth Metals, Inc.

2. By resolution of the board of directors pursuant to a provision in the articles of incorporation ("Resolution"), 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 shares of the series of preferred stock created and authorized by this Resolution shall be designated "Series B Convertible Preferred Stock" (the "Series B Preferred Stock"). The total number of authorized shares constituting the Series B Preferred Stock shall be Two Million (2,000,000) shares. The number of shares constituting the Series B Preferred stock may be increased or decreased at any time, from time to time, in accordance with applicable law up to the maximum number of available shares of preferred stock of the Corporation; provided, however, that no decrease shall reduce the number of shares of this series to a number less than that of the then-outstanding shares of Series B Preferred Stock. The stated Face value of the Series B Preferred Stock shall be $4.00 per share. Shares of the Series B Preferred Stock shall be dated the date of issue. (Continued on attachment)

3. Effective date of filing: (optional)

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

4: Signature: (required)

/s/Bill Schaefer, CEO
Signature of Officer

Filing Fee: $

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

CERTIFICATE OF DESIGNATION
OF
SERIES B
REDEEMABLE CONVERTIBLE PREFERRED STOCK
OF
STRATEGIC RARE EARTH METALS, INC.

The undersigned does hereby certify that pursuant to the authority conferred upon the Board of Directors of STRATEGIC RARE EARTH METALS, INC., a Nevada corporation (the "Corporation"), by its Articles of Incorporation, as amended, and the Board of Directors, by unanimous written consent, duly approved and adopted the following resolution (referred to herein as the "Resolution"):

RESOLVED, that pursuant to the authority conferred on the Board of Directors of the Corporation ("Board of Directors") by the Articles of Incorporation of the Corporation (the "Articles"), and in recognition of the fact that the Certificate of Amendment filed on August 7, 2015, designated the Series B Convertible Preferred Stock, the Board of Directors hereby confirms and further defines and, authorizes the issuance of a series of preferred stock, Face value $4.00 per share, of the Corporation, consisting of up to Two Million (2,000,000) shares, and hereby fixes the voting powers, designations, preferences, and relative, optional and other special rights, and qualifications, limitations, and restrictions thereof, of the shares of such series, in addition to those set forth in the Articles, as follows:

SECTION 1. DESIGNATION OF SERIES B CONVERTIBLE PREFERRED STOCK. The shares of the series of preferred stock created and authorized by this Resolution shall be designated "Series B Redeemable Convertible Preferred Stock" (the "Series B Preferred Stock"). The total number of authorized shares constituting the Series B Preferred Stock shall be Two Million (2,000,000) shares. The number of shares constituting this series of preferred stock of the Corporation may be increased or decreased at any time, from time to time, in accordance with applicable law up to the maximum number of shares of preferred stock authorized under the Articles, less all shares at the time authorized of any other series of preferred stock of the Corporation; provided, however, that no decrease shall reduce the number of shares of this series to a number less than that of the then-outstanding shares of Series B Preferred Stock. The stated Face value of the Series B Preferred Stock shall be $4.00 per share. Shares of the Series B Preferred Stock shall be dated the date of issue.

SECTION 2. DIVIDEND RIGHTS. The holders of shares of Series B Preferred Stock shall receive cumulative dividends. "Dividends," as used in this section, shall mean all dividends provided for in paragraphs 2.1 and 2.2 of this section 2.

2.1 Semi-Annual Dividends. The holders of the Series B Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors out of funds legally available for such purpose,

cash dividends ("Semi-Annual Dividends") at the rate of Seven Percent (7.00%) per share semi-annually (14% Fourteen Percent Annual) , (computed on the basis of a 360-day year, 30-day month), payable semi-annually on October 1 and April 1. Such dividends shall be cumulative and shall accrue, whether or not earned or declared, from and after January1, 2016 or the date of issue of the Preferred Stock, whichever is later.

2.2 Restrictions on Dividends, Distributions. So long as any Series B Preferred Stock shall remain outstanding, (i) no dividends whatsoever shall be declared or paid upon, nor shall any distribution be made upon, any shares of any other class of stock of the Corporation, other than a dividend or distribution payable in Common Stock, and (ii) no shares of any class of stock of the Corporation shall be redeemed by the Corporation or purchased or otherwise acquired by the Corporation or any Affiliate thereof, unless the Corporation is current with the dividends set forth in paragraph 2.1. In addition, if at any time there shall be any accrued and unpaid Dividends on any shares of Series B Preferred Stock then outstanding, no dividends whatsoever of any kind may be declared or paid upon, nor shall any distribution of any kind be made upon, any share of any class of stock of the Corporation other than the Series B Preferred Stock. For the purposes of this Section 1, the term "Affiliate" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person but shall exclude any Person which is an institution and which might be deemed to be such an Affiliate solely by reason of its ownership of the Series B Preferred Stock or any other securities originally issued and sold to the initial purchaser of the Series B Preferred Stock or issued upon conversion of any of such securities, or by reason of its benefiting from any agreements or covenants of the Corporation entered into in connection with the issue and sale of any of such securities, and "Person" shall mean any individual, partnership, joint venture, corporation, trust, unincorporated organization or government or any department or agency thereof.

2.3 Additional Dividends. After the dividends set forth in paragraph 2.1 shall have been paid, if the Board shall elect to declare cash dividends on the Common Stock, additional cash dividends shall also be declared on the Series B Preferred Stock. Such additional dividends shall, in the aggregate, be equal to at least the amount obtained by multiplying the aggregate dividend payable on Common Stock by two (2). Each holder of shares of Series B Preferred Stock shall be entitled to participate ratably in such additional dividends based upon the percentage of outstanding Series B Preferred Stock held.

SECTION 3. LIQUIDATION RIGHTS AND RIGHTS ON DISSOLUTION.

3(a) Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the shares of Series B Preferred Stock shall be entitled, before any distribution or payment is made upon any shares of any other class of stock of the Corporation, to any and all mineral rights.

SECTION 4. VOTING RIGHTS. Except as otherwise provided by law and this Certificate of Incorporation, the holders of the Series B Preferred Stock shall have no right to vote on any matter to be voted on by the stockholders of the Corporation (including any election or removal of the directors of the Corporation) except as provided in paragraph 4.1, and except in

each case to the extent specifically required by Nevada law.

4.1 Special Voting Rights. If and whenever any of the following events ("Preferred Stock Defaults") shall occur for any reason whatsoever: (i) the Corporation shall fail to make any conversion of the Series B Preferred Stock pursuant to this agreement on the date such conversion is required to be made or (ii) the Corporation shall take or purport to take any restricted corporate action specified herein without obtaining the prior consent to the holders of the Series B Preferred Stock required therein, then, and in any such event, a meeting of all of the stockholders of the Corporation shall be called pursuant to paragraph 4.4 and the terms of office of all directors of the Corporation in office immediately prior to such meeting shall terminate on the election and qualification of the directors elected at such meeting. At such meeting, and until all Preferred Stock Defaults shall have been cured in full, the holders of the outstanding Series B Preferred Stock, each being entitled to vote: (i) one vote per Common share that the holder of Series B Preferred Stock would be permitted to convert into as of the date of default; and (ii) voting separately as a class, shall be entitled to elect and remove the number of directors constituting a majority of the directors of the Corporation. Notwithstanding any provisions of this Certificate of Incorporation or the By-Laws of the Corporation classifying the directors of the Corporation into classes having staggered terms of office, for so long as the holders of the Series B Preferred Stock are entitled to elect or remove directors there shall be but one class of directors, each of whom shall be elected to serve, subject to paragraph 4.3.1, only until the next annual meeting of stockholders of the Corporation, and until their successors are elected and qualified. Any vacancy created by the resignation or death of any director elected by the holders of the Series B Preferred Stock may be filled by only an appointment made by a majority of the remaining directors then elected by the holders of the Series B Preferred Stock, and each director so appointed shall serve, subject to paragraph 4.3.1, until the next annual meeting of stockholders of the Corporation and until his successor is elected and qualified. Any director or directors elected by the holders of the Series B Preferred Stock or designated to fill a vacancy or vacancies, as provided in this paragraph 4.1, may be removed from office only by vote of the holders of a majority of the outstanding shares of the Series B Preferred Stock at a special meeting of such holders caused for the purpose of removing such director or directors, all as provided in paragraph 4.3. Any vacancy created by the removal of any such director shall be filled by the holders of the Series B Preferred Stock at the meeting at which such removal was voted pursuant to paragraph 4.3 or at any adjournment thereof.

4.2 Divestiture of Voting Rights. If the holders of the outstanding Series B Preferred Stock have become entitled to vote to elect or remove directors pursuant to paragraph 4.1, then, upon the curing in full of all Preferred Stock Defaults at the time existing, the holders of the Series B Preferred Stock shall be divested of their rights with respect to the election or removal of directors provided in paragraph 4.1, without prejudice to any subsequent revesting of such rights in the holders of the Series B Preferred Stock in accordance with the terms of paragraph 4.1 if there shall thereafter occur any Preferred Stock Default. Upon any such divesting of such voting rights of the holders of Series B Preferred Stock, the terms of office of all persons who may have been elected directors of the Corporation by vote of the holders of the Series B Preferred Stock (or pursuant to the fourth sentence of paragraph 4.3) shall terminate forthwith and the vacancies thereby created shall be filled in the manner provided by law or in the By-Laws of the Corporation.

SECTION 5. Preferred Restrictions. The Corporation will not take any action forbidden by this paragraph without the prior consent (in addition to any other vote or consent required by law) of the holders of the outstanding shares of Series B Preferred Stock (or such higher percentage as may be required by law or by specific provisions of this Certificate of Incorporation), voting as a class in person or by proxy given in writing or at a special meeting called for the purpose.

SECTION 6. CONVERSION RIGHTS.

6.1 Redemption and Conversion of Series B Preferred Stock into Common Stock. The Corporation will redeem the holders of the Series B Preferred Stock based upon One Dollar of value every Twelve (12) months until the entire value of Four Dollars ($4.00) plus interest is paid off as defined in section 6.2. The Corporation will redeem Twenty Five Cents ($0.25) approximately every 90 days or a maximum of One Dollar ($1.00) within a twelve month period of time. The Corporation will issue common shares for the redemption based upon outstanding principal of their holdings of the Series B Preferred Stock and any Dividends accrued, but not yet paid, into fully-paid and non-assessable shares of Common Stock at Five Percent (5%) discount to the average "Fair Market Value" (the "Conversion Rate") but not to exceed 95 Cents ($0.95) per share. However, should the Corporation effect a forward split, the ceiling price of $.95 Cents ($0.95) per share shall be discounted down according to the split ratio and notwithstanding, the ceiling price shall be negotiable at the Holder of the Series B Preferred Stock request. In no case shall the conversion price be less than One Cent ($0.01). "Fair Market Value" on a date shall be the average of the daily closing bid prices for the Five (5) consecutive trading days before such date excluding any trades which are not bona fide arm's length transactions. The closing price for each day shall be (a) if such security is listed or admitted for trading on any national securities exchange, the last sale price of such security, regular way, or the mean of the closing bid and asked prices thereof if no such sale occurred, in each case as officially reported on the principal securities exchange on which such security are listed, or (b) if quoted on NASDAQ or any similar system of automated dissemination of quotations of securities prices then in common use the mean between the closing high bid and low asked quotations of such security in the over-the-counter market as shown by NASDAQ or such similar system of automated dissemination of quotations of securities prices, as reported by any member firm of the New York Stock Exchange selected by the Holder of the Series B Preferred Stock, (c) if not quoted as described in clause (b), the mean between the high bid and low asked quotations for the shares as reported by NASDAQ or any similar successor organization, as reported by any member firm of the New York Stock Exchange selected by the Holder of the Series B Preferred Stock. If such security is quoted on a national securities or central market system in lieu of a market or quotation system described above, the closing price shall be determined in the manner set forth in clause (a) of the preceding sentence if bid and asked quotations are reported but actual transactions are not, and in the manner set forth in clause (b) of the preceding sentence if actual transactions are reported.

6.2 Redemption and Conversion Procedure.

(a) Notice and Surrender of Certificates. The Corporation will redeem any holders of shares of Series B Preferred Stock on the following dates for the amount indicated:

		Principle	Face Value After redemption	Interest Payment
1.	181 days after issuance	$0.25	$3.75	
2.	271 days after issuance	$0.25	$3.50	
3.	361 days after issuance	$0.25	$3.25	$0.28
4.	451 days after issuance	$0.25	$3.00	
5.	541 days after issuance	$0.25	$2.75	$0.2275
6.	631 days after issuance	$0.25	$2.50	
7.	721 days after issuance	$0.25	$2.25	$0.1925
8.	811 days after issuance	$0.25	$2.00	
9.	901 days after issuance	$0.25	$1.75	$0.1575
10.	991 days after issuance	$0.25	$1.50	
11.	1081 days after issuance	$0.25	$1.25	$0.1225
12.	1171 days after issuance	$0.25	$1.00	
13.	1261 days after issuance	$0.25	$0.75	$0.0875
14.	1351 days after issuance	$0.25	$0.50	
15.	1441 days after issuance	$0.25	$0.25	$0.0525
16.	1531 days after issuance	$0.25	$0.00	$0.00875

Redemptions/conversion on the dates define above into shares of Common Stock shall be into Common Stock (the "Redemptions"). The holder of shares of Series B Preferred Stock shall receive their redemption and interest payment as defined above in the corporation's common stock

(b) Effective Time of Conversion. To the extent permitted by law, the redemption of the Series B Preferred Stock pursuant to this Section 6.2 into Common Stock shall be deemed to have been effected on the close of business of the day as defined above in the amounts defined above. At such time the rights of the holder of such shares of Series B Preferred Stock so converted shall cease, and the person or persons in whose name any certificate or certificates for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the share of Common Stock represented thereby. The date on which the conversion of the Series B Preferred Stock pursuant to this Section 6.2 into Common Stock shall be deemed to have been effected is hereinafter referred to as the "Effective Redemption Date". Except as otherwise provided herein, no payment or adjustment shall be made in respect of the Common Stock delivered upon conversion of the Series B Preferred Stock.

(c) Issuance of Common Stock Certificates. As soon as practicable after the Effective Redemption Date, the Corporation shall issue and deliver, or cause to be issued and delivered, to the converting holder a certificate or certificates for the number of whole shares of

Common Stock issuable by reason of the conversion of such shares of Series B Preferred Stock, registered in such name or names and such denominations as the converting holder has specified, subject to compliance with applicable laws to the extent such designation shall involve a transfer. In case the number of shares of Series B Preferred Stock represented by the certificate or certificates surrendered for conversion pursuant to this Section 6.2 exceeds the number of shares converted, the Corporation shall, upon such conversion, execute and deliver to the holder thereof a new certificate for the number of shares of Series B Preferred Stock represented by the certificate or certificates surrendered that are not to be converted.

6.3 Adjustment of Shares. The number of shares issuable upon redemption of the Series B Preferred Stock or repayment by the Corporation in shares shall be proportionately adjusted if the Corporation shall declare a dividend of capital stock on its capital stock, or subdivide its outstanding capital stock into a larger number of shares by reclassification, stock split or otherwise, which adjustment shall be made effective immediately after the record date in the case of a dividend, and immediately after the effective date in the case of a subdivision. The number of shares issuable upon conversion of this Series B Preferred Stock or any part thereof shall be proportionately adjusted in the amount of securities for which the shares have been changed or exchanged in another transaction for other stock or securities, cash and/or any other property pursuant to a merger, consolidation or other combination. The Corporation shall promptly provide the holder of this Series B Preferred Stock with notice of any events mandating an adjustment to the conversion ratio, or for any planned merger, consolidation, share exchange or sale of the Corporation, signed by the President and Chief Executive Officer of Corporation.

6.4 Reservation of Shares of Common Stock. The Corporation hereby agrees to hold on reserve Two Hundred Percent (200%) of the number of shares (the "Reserve Shares") that this Series B Preferred Stock can be converted into at all times and shall increase the Reserve Shares as required from time to time. The Corporation shall also provide irrevocable authorization to its Transfer Agent to issue such amount of Reserve Shares demanded by the Holder of the Series B Preferred Stock, pursuant to a Notice of Conversion. Corporation hereby agrees not to cancel, put a stop order or otherwise encumber or limit the ability of the Holder of the Series B Preferred Stock to transfer the common shares owned by the Holder of the Series B Preferred Stock pursuant to any notice of conversion.

RESOLVED FURTHER, that the President and the Secretary of the Corporation hereby are authorized and directed to prepare, execute, verify, file and record a certificate of designation of preferences in accordance with the foregoing resolutions and the provisions of the Nevada Revised Statutes.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation to be signed by its President and attested by its Secretary this 7th day of August, 2015.

Strategic Rare Earth Metals, Inc.

By: s/ Bill Schaefer
Bill Schaefer, CEO

Attested to by:

By: /s/Bill Schaefer, CEO

EXHIBIT F

ACTION BY CONSENT OF THE BOARD OF DIRECTORS OF
STRATEGIC RARE EARTH METALS, INC.

Dated Effective: August 17, 2015

THE UNDERSIGNED, representing the Board of Directors of Strategic Rare Earth Metals, Inc., a Nevada corporation (the "Company"), , do hereby consent to this Board of Director action in lieu of a meeting pursuant to Nevada corporation law, do hereby consent to and adopt the following resolutions pursuant to the General Corporation Law, and do hereby direct that this Consent be filed with the minutes of the proceedings of the Directors of the Company:

WHEREAS, the Board of Directors, recommend that the shareholders consent to change the authorized capital of the company to authorize the following:

The Corporation is authorized to issue a total of Five Billion Thirty Million (5,030,000,000) shares of its stock consisting of Five Billion (5,000,000,000) shares of common stock and Thirty Million (30,000,000) shares of Preferred Stock, of which the Preferred A and B will be designated with the rights and preference with the Division of Corporation.

WHEREAS, this action will change the total number of shares authorized but will not change the par value of any of the shares;

NOW THEREFORE, the Board of Directors consent to an increase in the authorize capital as follows:

The Corporation is authorized to issue a total of Five Billion Thirty Million (5,030,000,000) shares of its stock consisting of Five Billion (5,000,000,000) shares of common stock and Thirty Million (30,000,000) shares of Preferred Stock, of which the Preferred A and Preferred B have been designated with the rights and preference on file with the Division of Corporation.

FURTHER RESOLVED that the increase in authorized will not change the par value of the common shares or preferred shares;

FURTHER RESOLVED, that the Board of Directors hereby authorize, empower and direct the Board of Directors on behalf of the Company, to take any and all action, to do any and all things and to execute and deliver any and all documents as may be necessary or appropriate to effectuate the foregoing transactions, purposes and resolutions at all appropriate times.

FURTHER RESOLVED, that this Action in Writing may be executed in one or more counterparts, and when each Director has executed at least one counterpart, the foregoing resolutions shall be deemed adopted and in full force and effect as of the date hereof.

IN WITNESS WHEREOF, the Board of Directors of this Company have caused this Action to be executed to be effective as of the date set forth above.



Bill Schaefer, CEO and Sole Director

EXHIBIT G

PURCHASE AND ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made and entered into as of August 17, 2015 by and between Bill Schaefer, an individual, as assignor (the "Assignor") and Janon Costley , an individual and Strategic Rare Earth Metals, Inc. as assignee (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor currently holds 500,000 shares of Series A Preferred Stock, $0.0001 par value of Strategic Rare Earth Metals, Inc., a Nevada Corporation (the "Company"); and

WHEREAS, Assignor wishes to transfer and assign all of the shares of Series A Preferred Stock (the "Assigned Securities") to Assignee for good and valuable consideration , receipt of which is hereby acknowledged by the Assignor; and

WHEREAS, pursuant to the terms hereof, the parties hereto are entering into this Agreement.

NOW, THEREFORE, in consideration of and for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

For value received, Assignor assigns and transfers to Assignees all rights to the Assigned Securities described hereinabove .

Upon execution or within the following 5 Business days of this Agreement, Assignor shalll deliver to Vic Devlaeminck, as Escrow Agent, a certificate (or certificates) representing the Assigned Securities, along with fully executed stock powers that are medallion guaranteed and duly endorsed in form for transfer to the Assignee .

The Assigned Securities shall be placed into escrow until the 8% Convertible Promissory Note of $25,000 (the "Note") issued by the Company in favor of the Assignor has been fully paid off or converted according to the terms of the Convertible Promissory Note, at which time the Assignor and the Assignee shall deliver a mutually signed notice to the Escrow Agent to release the Assigned Securities to the Assignee.

If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable in any jurisdiction, the remaining provisions of this Agreement shall not be affected thereby, and the invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction. It is understood, however, that the parties intend each provision of this Agreement to be valid and enforceable and each of them waives all rights to object to any provision of this Agreement.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada without giving effect to the conflict of laws rules thereof or the actual domiciles of the parties.

The courts of the State of Nevada and the corresponding federal courts shall have exclusive jurisdiction over the parties (and the subject matter) with respect to any dispute or controversy arising under or in connection with this Agreement.

This Agreement contains a complete statement of the arrangements among the parties with respect to the subject matter hereof and cannot be changed or terminated orally. Any waiver or amendment

must be in writing by the parties hereto.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single Agreement.

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

August 16, 2015
BILL SCHAEFER

August 16, 2015
Janon Costley

Strategic Rare Earth Metals, Inc.

SREH NEW BUSINESS DIRECTION OVERVIEW

SREH intends change its name and move into a new line of business as Affinity Beverage Group, Inc ("the Company") a holding company in the spirit, wine and beer sector created to operate as an importer, exporter and wholesale distributor of branded alcoholic beverages. The Company's objective is to identify opportunities in the market place by leveraging industry knowledge, expertise and resources to create a unique sales and distribution platform for alcoholic beverage brands. Our team of experts has been involved in the creation, sales, marketing and distribution of spirit and alcoholic beverage brands for many years. Over the past several months our team has conducted extensive market research, product development, and business planning regarding the formation of our new entity. The new entity will leverage strategic industry partners, brands, distillery's, distributors, retailers etc. that will allow The Company to immediately launch brands into the market place and begin realizing revenue. We will seek to acquire exclusive import, export and sales rights to small up and coming spirit and alcoholic beverage brands seeking to expand their brands presence in the US market and abroad. The Company has already identified opportunities with several brands that it plans to move forward with immediately. The Company will also seek opportunities to acquire small regional distribution companies in strategic markets that will enable the company to vertically integrate new brands into new markets while expanding its' overall brand portfolio by eliminating the "middleman" therefore increasing gross margins, creating the potential for substantial ROI for investors and shareholders. We will use some of the initial proceeds to conduct further due diligence on several potential distribution companies that we have identified as initial acquisition/ investment targets.

The Company has also developed strategic relationships with several highly acclaimed distilleries including one that has developed a specialized distillation process of alcohol that utilizes a patent pending process of filtration, proven to reduce the by-products found in traditional Aging, Distilling and Filtration of alcohol. This new active filtration also reduces the bitter or burning effect on the pallet of the consumers of both flavored and non -flavored alcohol. Under our agreement they produce our proprietary blend of alcohol and flavored alcohol together with bottle and package all our products. We provide bottle designs, bottles, art work, labels and packaging for them to fulfill or orders. The ability to run "small batches"

allows us to minimize our initial production costs while providing us a sufficient quantity to support our target marketing efforts in the major 10 U.S. markets.

We intend to utilize a small focused marketing team with decades of experience in brand building to create significant sales of unique noncompeting brands in the off and on premise markets both in the U.S. and later in the International market place. Entering each target market with on and off premise tastings, event hosting's and participating in Industry blind taste tests. This proven marketing approach generates both word of mouth demand, but also provides a base of end retailer's events to drive traffic to their sites.

To supplement this marketing approach we plan to utilize some of the proceeds of this offering to offer extended payment terms to the top ten national retailers and there distribution companies. With this approach we intend to minimize the risk to the end retailer of a new brand offering. Our plan of multiple SKU's to the end user also enhances the initial targeted roll-out of our product line by allowing us to spread our advertising and marketing budget over several premium and non-premium brands. Targeting the same consumer of "Premium Brands" which represents the growth portion of the market.

The concept behind our product line is a combination of specialized proprietary filtration that removes harmful alcohol byproducts present after traditional aging and distilling and the development of super premium boutique brands developed using traditional distillation technique to create unique small batch spirit and alcoholic beverages. We have developed and are in the process of developing several non-flavored and flavored alcohol brand formulas. Most formulas and specialty blends remain our sole Intellectual Property Rights together with all Label Designs, Brand Names and Specialized Marketing material. This process works for all our Premium, Non-Premium and flavored spirits and liqueurs.

The combination of our existing relationships, price points, focused events and extended terms provides us with a lower cost per unit marketing approach. The extended terms also helps in eliminating the traditional "Slotting or Shelving" fees usually associated with retail space allocation by the major retailers. This also allows us to quickly determine which product offering produces the greatest consumer acceptance in different target

geographic areas. Premium Alcohol and Blended Alcohol finds an audience and acceptance quicker in the major markets and then in the secondary markets.