SCEPTER HOLDINGS, INC.

(Formerly Brazos International Exploration, Inc.)

INFORMATION AND DISCLOSURE STATEMENT

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CIK 0001420924

Symbol: BRZL

SIC Code 4911

Cautionary Notice Regarding Forward-Looking Statements

This Current Report and other reports filed by the Registrant from time to time with OTC Markets (collectively the "Filings") contain or may contain forward-looking statements and information that are based upon beliefs of, and information currently available to, the Registrant's management as well as estimates and assumptions made by the Registrant's management. When used in the filings the words "anticipate," "believe," "estimate," "expect," "future," "intend," "plan" or the negative of these terms and similar expressions as they relate to the Registrant or the Registrant's management identify forward-looking statements. Such statements reflect the current view of the Registrant with respect to future events and are subject to risks, uncertainties, assumptions and other factors (including the risks contained in the section of this report entitled "Risk Factors") relating to the Registrant's industry, the Registrant's operations and results of operations and any businesses that may be acquired by the Registrant. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from those anticipated, believed, estimated, expected, intended or planned.

Although the Registrant believes that the expectations reflected in the forward-looking statements are reasonable, the Registrant cannot guarantee future results, levels of activity, performance or achievements. Except as required by applicable law, including the securities laws of the United States, the Registrant does not intend to update any of the forward-looking statements to conform these statements to actual results. The following discussion should be read in conjunction with the Registrant's financial statements and pro forma financial statements and the related notes filed with this Disclosure Statement.

Unless otherwise indicated, in this disclosure, references to "we," "our," "us," the "Company" "Scepter." or the "Registrant" refer to Scepter Holdings, Inc.. (f/k/a/ Brazos International Exploration, Inc.), a Nevada corporation.

BUSINESS AND OPERATIONS.

Completion of Acquisition or Disposition of Assets.

On September 11, 2015 (the "Closing Date"), Scepter Holdings, Inc., a Nevada corporation closed a transaction (the "Transaction") in the form of an Asset Purchase agreement, (the "Agreement") with Belfleur, Inc. a company organized under the laws of the State of Colorado, ("Belfleur"). The Agreement includes the right to enter into certain other agreements and use Belfleur's intellectual property. The Company did not acquire any plant and equipment, and any other business and operational assets of Belfleur, Inc. as part of the Agreement, and the Company did not hire any employees of Belfleur, Inc. The Agreement relates to the development, construction and operation of a, 90 Mega watt Photovoltaic facility in South Africa. The Company plans to utilize the Agreement to develop and operate this facility. On the Closing Date and as consideration for the Agreement, the Company issued 40,000,000 restricted shares of Common Stock.

The 40,000,000 shares of Common Stock issued to Dominic Colvin had a contract stated value, in managements estimation of $40,000, based on several factors, including, the limited trading of the Company's Common Stock, the placement of a Securities Act of 1933 legend on the Common Stock which restricts its resale until there is a valid exemption for resale (for example, an exemption under Rule 144 of the Securities Act of 1933 would not be available, the absence of registration rights, for a minimum period of twelve months, and the self determination of the value of the Agreement by Belfleur. Neither Belfleur, Inc. nor the Company obtained an independent valuation of the Agreement in connection with the Transaction and the value was arbitrarily determined based in part on the factors listed above.

Prior to the Transaction, we were a alternate reporting company with OTC Markets. Accordingly, pursuant to the requirements, set forth below, is the information that would be required if we were filing a general form for registration of securities on Form 10 under the Exchange Act, for our common stock, which is the only class of our securities subject to reporting requirements

The following description of the terms and conditions of the Agreement and the transactions contemplated thereunder that are material to us does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement, as amended a copy of which is filed as incorporated exhibits hereto and incorporated by reference.

The Transaction will be accounted for as a purchase of assets in accordance with Rule 11-01(d) of Regulation S-X and ASC 805-10-55-4. The assets, consisting of the Agreement, have a contract stated value of $40,000 and no goodwill is recognized in the purchase. Any valuation of the assets is subject to review and possible adjustment if it is determined that a valuation opinion of the assets is required.

DESCRIPTION OF BUSINESS

90MW PHOTOVOLTAIC POWER PROJECT OVERVIEW

Power scarcity in the Republic of South Africa has become an issue of national importance.

In February 2014, the municipality of Polokwane (MOP), located in Limpopo Province, Republic of South Africa (RSA), issued Request For Proposal PPP5/2015 (RFP) for the funding and implementation of off- balance sheet capital infrastructure projects. In response to the RFP, Jeka Resources (Pty) Ltd. (JRL), a South African registered company, submitted a proposal to develop, design, finance, construct and operate a solar PV electricity generation facility in the form of a Solar Park (the "Project"). In response to its submission, JFL was conditionally awarded the Build Operate Transfer (BOT) Project in August 2014.

Subsequent to the award, JFL executed a Letter of Intent (LOI) with Antillean Power Generation Ltd. (APG), an independent power producing company, incorporated under the laws of the Federation of Nevis to fund the Projects development up to $170m USD in exchange for a 51% net working interest in the Project and a senior secured debenture (the "Participation Agreement").

On the basis of the APG LOI, JFL executed an LOI with MOP to purchase 90MW of solar generated power from JRL, or its nominated affiliate, for a minimum 20 years via a standardized National Treasury Guarantee. Under the terms of the MOP/JRL proposed Power Purchase Agreement (PPA), MOP will purchase all the electricity generated by the Project at a rate of $0.09 per kWhr, plus a 6.5% annual inflation rate increase. APG has also aligned with Romano Group, a best-in-class South African solar contractor, to execute the end-to-end EPC for the project.

The Project's conceptual development schedule is 18 months with phased operational testing and integration activities commencing in early 2016. Project commissioning is planned for early January 2017.

The plant will prevent approximately 329,000 tons of CO2 emissions per year and provide clean, sustainable power for approximately 117,000 homes via direct connection to the MOP grid. The project will create 900 construction jobs during the construction phase and 45 full-time jobs for plant operations (80% South Africans, 50% local communities).

The Project represents a well-managed, high-priority development opportunity for infrastructure necessary to the strategic welfare of MOP and is anticipated to create an over 6 Billion ZAR direct and indirect investment with 4 Billion ZAR tax payable in a 20-year period. The Project will also create a supply chain with 4.6 Billion ZAR in components and services (45% local content).

APG believes it has developed a clear and efficient strategy for the execution of the Project. In addition, the APG model can easily be replicated to a number of similar power production opportunities in RSA and it's neighbouring communities. Detailed Project business planning is provided herewith as support for this world-class solar energy development project.

CONCEPTUAL DEVELOPMENT STRATEGY

The Project concept is extrapolated from APG studies of similar existing solar plants located in RSA. It is proposed that construction of the plant would occur, in general terms, as follows:

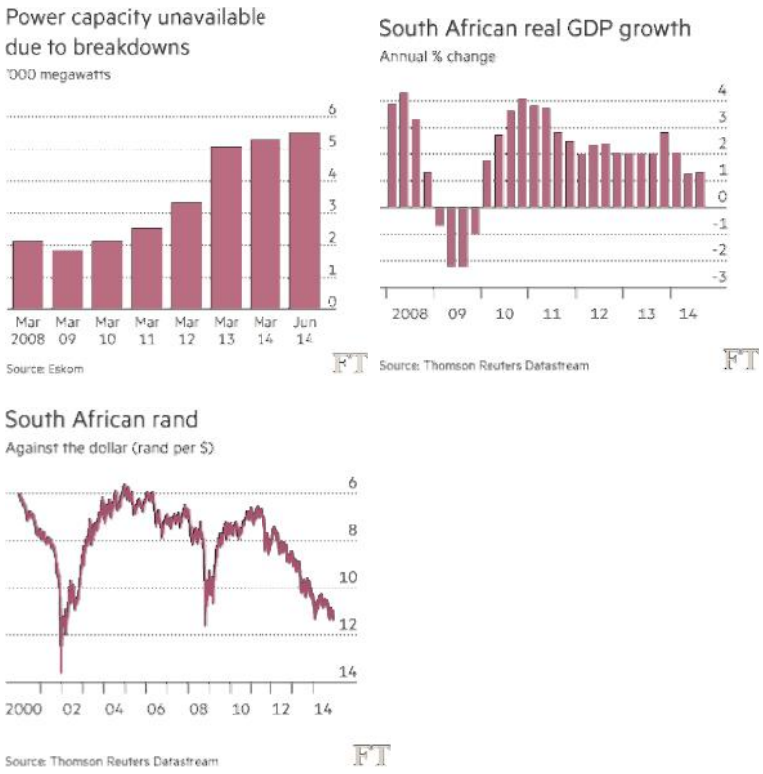
The power conversion source is via photovoltaic modules that convert light directly to electricity. However, this differs from, and should not be confused with concentrated solar power, the other large-scale solar generation technology, which uses heat to drive a variety of conventional generator systems. Both approaches have their own advantages and disadvantages, but to date, for a variety of reasons, photovoltaic technology has seen much wider use in the field. As of 2013, PV systems outnumber concentrators by about 40 to 1.

AGR has planned a Fixed Solar Array design for the Project Fixed solar arrays are the subsystems that convert incoming light into electrical energy. They comprise a multitude of solar modules, mounted on support structures and interconnected to deliver a power output to electronic power conditioning subsystems. The Project will use mounting structures where the solar modules are mounted at a fixed inclination calculated to provide the optimum annual output profile. The modules are normally oriented towards the Equator, at a tilt angle slightly less than the latitude of the site. In some cases, depending on local climatic, topographical or electricity pricing regimes, different tilt angles can be used, or the arrays might be offset from the normal East-West axis to favour morning or evening output. APG will look to its engineering consultants to orient the Project to maximize electrical generation.

The Project's detailed engineering will yield precise cost, manufacturing, and implementation evaluations, and APG will work closely with Romano as its EPC lead contractor and its supporting technical contributors, to provide a comprehensive review of the targeted Project work plan and budget (WP&B) strategy. The WP&B will be coordinated by APG the final documentation will provide timelines, cost, and technical recommendations to be incorporated into Power Purchase Agreements (PPA's).

In December 2014, Eskom, the RSA state utility, launched its latest round of load shedding - planned power cuts designed to help conserve electricity supplies. Outages in the RSA are the worst since 2008 and come as Eskom grapples with a power crisis partly caused by years of insufficient investment in infrastructure. The resultant economic impact reflects the need for immediate alternative power solutions in the Republic of South Africa.

Figure 1.1 – Power and Growth Representations[1]



In response to power shortages, the Municipality of Polokwane (MOP), located in Limpopo Province, developed the Limpopo Province Green Economy Plan (LPGEP). The LPGEP details the provinces favourable solar radiation, abundant land resources, and Eskom-independent grid system, as ideal conditions on which to build PV Solar array plants with generation capacity of not less than 100 MW. MOP's geographic situation also allows for the transmission and sale of energy to Zimbabwe, Botswana.

In addition, solar prices are at an all-time low (less than US$0.60/W) and electricity costs in Africa are among the highest in the world. At the same time, the demand for power is growing. The South African Integrated Resource Plan estimates South Africa's energy needs will double to almost 90GW of installed capacity by 2030, and commercial photovoltaic power could grow to account for as much as 22.5GW of this requirement.

Revenues and Customers

Currently, we have no revenues or customers. We plan to derive revenues from selling electricity upon completion of the proposed 90 Mega Watt photovoltaic power plant .

Intellectual Property

To date, we have not been granted any patents, trademarks, franchises, concessions or labor contracts at this time. However, In the future we will file intellectual property protections as circumstances dictate. We have no assurance of our ability to continue to use such names in association with the sale of our products and services or the timing on the acceptance of our applications.

We intend to enter into confidentiality and proprietary rights agreements with our employees, consultants and other third parties and control access to software, documentation and other proprietary information. We intend to apply for other protections in the form of patents and copyrights, if applicable. We cannot provide assurances as to the timing or completion of any actions intended to protect our Intellectual Property. Our policy is that employees are required to execute non-disclosure agreements as part of their employment agreements. Failure to provide adequate protection our proprietary rights could expose us to infringement of our rights by other parties and could offer similar services, significantly harming our competitive position and decreasing our revenues.

Competition

Currently, we believe there appears to be limited competition presently, as we are unaware of any company that intends to or has built a similar facility.

However, we are a new entry into this marketplace and we are not well known. As such, we may compete with numerous providers, many of which have far greater financial and other resources than we do.

Many of these companies have established histories and relationships in providing electricity or systems in other markets that may enable them to attract talent, and financing if they decide to enter the reigon of the project. We believe we will be competitive in the market place and with potential customers, as our system will be full featured and fully integrated while not requiring customization.

We believe that our services will prove to be cost effective and easy for users to adopt and use.

Government Regulation

The conduct of our business, and the production, distribution, sale, advertising, labeling, safety, transportation and use of our products, may be subject to various laws and regulations administered by federal, state and local governmental agencies as well as to foreign laws and regulations administered by government entities and agencies in markets where we may operate and sell our products and services. We are unaware of any Agreements or regulations that we have to adhere to and it is our policy to abide by the laws and regulations that apply to our business.

We may also be subject to a number of U.S. federal or state laws and regulations that affect companies conducting business, many of which are still evolving and being tested in courts, and could be interpreted in ways that could harm our business. These may involve user privacy, rights of publicity, data protection, content, intellectual property, distribution, electronic contracts and other communications, competition, protection of minors, consumer protection, taxation and online payment services.

We will rely on legal and operational compliance programs, as well as local counsel, to guide our business in complying with applicable laws and regulations of the jurisdictions in which we do business.

We do not anticipate at this time that the cost of compliance with U.S. and foreign laws will have a material financial impact on our operations, business or financial condition, but there are no guarantees that new regulatory and tariff legislation may not have a material negative effect on our business in the future.

Employees

Scepter Holdings, Inc. currently has 2 full-time employees and no part-time employees. All employees are required to execute non-disclosure agreements as part of their employment agreements. We believe our relations with our employees are good. None of our employees are subject to collective bargaining agreements.

RISK FACTORS

You should carefully consider the risks described below together with all of the other information included in this Document before making an investment decision with regard to our securities. The statements contained in or incorporated into this Document that are not historic facts are forward-looking statements that are subject to risks and uncertainties that could cause actual results to differ materially from those set forth in or implied by forward-looking statements. If any of the following events described in these risk factors actually occurs, our business, financial condition or results of operations could be harmed. In that case, the trading price of our common stock could decline, and you may lose all or part of your investment.

Risks Related to Our Business and Industry

We are a company with a limited operating history on which to evaluate our business or base an investment decision.

Our business prospects are difficult to predict because of our limited operating history, early stage of development and unproven business strategy. We expect to incur losses over the near to mid-term, and certainly during the next 12 months, if not longer, as we develop our project we will face numerous risks and uncertainties as we attempt to develop our business. In particular, we have not proven our products and services will be attractive to customers If we are unable to make progress developing our project, our prospects will be limited and it will be difficult to accomplish our business goals.

If we fail to raise additional capital, our ability to implement our business model and strategy could be compromised.

We have limited capital resources and operations. We expect to require substantial additional capital to advance our business. We may not be able to obtain additional financing on terms acceptable to us, or at all. Even if we obtain financing for our near term operations, we expect that we will require additional capital beyond the near term. If we are unable to raise capital when needed, our business, financial condition and results of operations would be materially adversely affected, and we could be forced to reduce or discontinue our operations. If additional financing is obtained it may involve the sale of additional equity securities with the consequence of dilution to our current investors.

Our management and internal systems might be inadequate to handle our potential growth.

Successful implementation of our business strategy will require us to develop our operations and effectively manage growth. Growth will place a significant strain on our management, financial, marketing and other resources, which would cause us to face operational difficulties. To manage future growth, our management must build operational and financial systems and expand, train, retain and manage our employee base. Our management may not be able to manage our growth effectively, in which case, our expansion would be halted or delayed and we may lose our opportunity to gain significant market share or the timing advantage with which we would otherwise gain significant market share. Any inability to manage growth effectively may harm our ability to implement and execute our current or any subsequent business plans.

Economic conditions and other risks could adversely affect our business.

Our business can be adversely affected by the general environment – economic, corporate, securities market, regulatory, and geopolitical developments all play a role in the development of our business, and are outside of our control. Our revenues will be derived from solar generated power to customers.. Like other businesses, we are directly affected by economic and political conditions, broad trends in business and finance, any sustained downturn in general economic conditions or severe market fluctuations or weak economic conditions could reduce our sales volume and net revenues and have a material adverse effect on our profitability.

We rely on external service providers to perform certain key functions.

We rely on a number of external service providers for certain key technology, processing, service and support functions. These service providers face technological and operational risks of their own. Any significant failures by them, including improper use or disclosure of our confidential customers, employee or company information, could interrupt our business, cause us to incur losses and harm our reputation.

There can be no assurance that any external service providers will be able to continue to provide these services in an efficient, cost-effective manner or that they will be able to adequately expand their services to meet our needs. An interruption in or the cessation of service by any external service provider as a result of systems failures, capacity constraints, financial constraints or problems, unanticipated trading market closures or for any other reason, and our inability to make alternative arrangements in a smooth and timely manner, if at all, could have a material adverse effect on our business, results of operations and financial condition.

If we are unable to establish sufficient sales capabilities we may not be able to generate sales and product revenue.

We currently have very limited operations for distribution of any products and services we develop. The establishment of such organization will be critical to our success. We expect to face competition in our efforts to establish strategic relationships from other companies vying for the same type of relationships. If we are unable to establish these strategic relationships, we may not be able to penetrate the market on a scale required to become viable or profitable.

If we lose our key management personnel, we may not be able to successfully manage our business or achieve our objectives, and such loss could adversely affect our business, future operations and financial condition.

Our future success depends in large part upon the leadership and performance of our executive management team and key consultants. If we lose the services of one or more of our executive officers or key consultants, or if one or more of them decides to join a competitor or otherwise compete directly or indirectly with us, we may not be able to successfully manage our business or achieve our business objectives. We do not have "Key-Man" life insurance policies on our key executives. If we lose the services of any of our key consultants, we may not be able to replace them with similarly qualified personnel, which could harm our business. The loss of our key executives or our inability to attract and retain additional highly skilled employees may adversely affect our business, future operations, and financial condition.

Risks Related to International Markets and Regulatory Environment

Extensive regulation of our business may limit our activities and may subject us to significant penalties.

As a public company , we are subject to extensive regulation by governmental agencies, supervisory authorities, and self-regulatory organizations ("SROs"). Such regulation becomes more extensive and complex in response to market disruptions. The requirements imposed by our regulators are designed to ensure the integrity of the financial markets, the safety and soundness of financial institutions, and the protection of investors. These regulations often serve to limit our activities by way of capital, customer protection and market conduct requirements, and restrictions on the business activities that we may conduct. Despite our efforts to comply with applicable regulations, there are a number of risks, particularly in areas where applicable regulations may be unclear or where regulators revise their previous guidance. Any enforcement actions or other proceedings brought by regulators against us or our affiliates, officers or employees could result in fines, penalties, cease and desist orders, suspension or expulsion, or other disciplinary sanctions, including limitations on our business activities, any of which could harm our reputation and adversely affect our results of operations and financial condition. We could fail to establish and enforce procedures to comply with applicable regulations, which could have a material adverse effect on our business.

Legislation or changes in rules and regulations could negatively impact our business and financial results.

New legislation, rule changes, or changes in the interpretation or enforcement of existing foreign and SRO rules and regulations, may directly affect our operation and profitability or our specific business lines. Our profitability could also be affected by rules and regulations which impact the business communities generally, including changes to the laws governing taxation, electronic commerce, customers privacy and security of customers data. In addition, the rules and regulations could result in limitations on the lines of business we conduct, modifications to our business practices, increased capital requirements, or additional costs.

Our profitability could also be affected by rules and regulations that impact the business and financial communities generally, including changes to domestic and foreign laws governing banking, fiduciary duties, conflicts of interest, taxation, electronic commerce, customers privacy and security of customers data.

We may be subject to litigation and regulatory investigations and proceedings and may not always be successful in defending against such claims and proceedings.

We may be subject to arbitration claims and lawsuits in the ordinary course of our business, as well as class actions and other significant litigation. We also are the subject of inquiries, investigations and proceedings by regulatory and other governmental agencies. Actions brought against us may result in settlements, awards, injunctions, fines, penalties and other results adverse to us. Predicting the outcome of such matters is inherently difficult, particularly where claims are brought on behalf of various classes of claimants or by a large number of claimants, when claimants seek substantial or unspecified damages or when investigations or legal proceedings are at an early stage. A substantial judgment, settlement, fine or penalty could be material to our operating results or cash flows for a particular period, depending on our results for that period, or could cause us significant reputational harm, which could harm our business prospects. We may also be subject to litigation claims from third parties alleging infringement of their intellectual property rights. Such litigation can require the expenditure of significant resources, regardless of whether the claims have merit. If we were found to have infringed a third-party patent or other intellectual property right, then we could incur substantial liability and in some circumstances could be enjoined from using the relevant technology or providing related products and services, which could have a material adverse effect on our business and results of operations.

Risks Related to our Common Stock and our Status as a Public Company

The relative lack of public company experience of our management team may put us at a competitive disadvantage.

Our management team lacks public company experience and is generally unfamiliar with the requirements of the United States securities laws and U.S. Generally Accepted Accounting Principles, which could impair our ability to comply with legal and regulatory requirements such as those imposed by Sarbanes-Oxley Act of 2002. Our senior management team has never had responsibility for managing a publicly traded company.

Such responsibilities include complying with federal securities laws and making required disclosures on a timely basis. Our senior management may not be able to implement programs and policies in an effective and timely manner that adequately respond to such increased legal, regulatory compliance and reporting requirements. Our failure to comply with all applicable requirements could lead to the imposition of fines and penalties and distract our management from attending to the growth of our business.

Shares of our common stock that have not been registered under the Securities Act of 1933, as amended, regardless of whether such shares are restricted or unrestricted, are subject to resale restrictions imposed by Rule 144, including those set forth in Rule 144(i) which apply to a "shell company." In addition, any shares of our common stock that are held by affiliates will be subject to the resale restrictions of Rule 144(i).

Pursuant to Rule 144 of the Securities Act of 1933, as amended ("Rule 144"), a "shell company" is defined as a company that has no or nominal operations; and, either no or nominal assets; assets consisting solely of cash and cash equivalents; or assets consisting of any amount of cash and cash equivalents and nominal other assets. As such, prior to receiving the Agreement, we have considered ourselves as a "shell company" pursuant to Rule 144 and as such, sales of our securities pursuant to Rule 144 are not able to be made until a period of at least 12 months has elapsed from the date on which our Current Report on Form 8-K is filed with the SEC reflecting our status as a non-"shell" company. Therefore, any restricted securities we sell in the future or issue to consultants or employees, in consideration for services rendered or for any other purpose will have no liquidity until and unless such securities are registered with the SEC and/or until a year after the date of the filing of our Current Report on Form 8-K and we have otherwise complied with the other requirements of Rule 144. As a result, it may be harder for us to fund our operations and pay our employees and consultants with our securities instead of cash. Furthermore, it will be harder for us to raise funding through the sale of debt or equity securities unless we agree to register such securities with the SEC, which could cause us to expend additional resources in the future. Our previous status as a "shell company" could prevent us from raising additional funds, engaging employees and consultants, and using our securities to pay for future acquisitions (although none are currently planned), which could cause the value of our securities, if any, to decline in value or become worthless. Lastly, any shares held by affiliates, including shares received in any registered offering, will be subject to the resale restrictions of Rule 144(i).

The elimination of monetary liability against our directors, officers and employees under Nevada law and the existence of indemnification rights to our directors, officers and employees may result in substantial expenditures by us and may discourage lawsuits against our directors, officers and employees.

Our articles of incorporation eliminate the personal liability of our directors and officers to us and our stockholders for damages for breach of fiduciary duty as a director or officer, except for (i) acts or omissions which involve intentional misconduct, fraud or a knowing violation of law, or (ii) the payment of dividends in violation of the Nevada Revised Statutes. Additionally, our Bylaws require us to indemnify our directors and officers to the fullest extent not prohibited by Nevada law. The foregoing indemnification obligations could result in us incurring substantial expenditures to cover the cost of settlement or damage awards against directors and officers, which we may be unable to recoup. These provisions and resultant costs may also discourage us from bringing a lawsuit against directors and officers for breaches of their fiduciary duties, and may similarly discourage the filing of derivative litigation by our stockholders against our directors and officers even though such actions, if successful, might otherwise benefit us and our stockholders.

Our stock is categorized as a penny stock. Trading of our stock may be restricted by the SEC's penny stock regulations which may limit a stockholder's ability to buy and sell our stock.

Our stock is categorized as a penny stock. The SEC has adopted Rule 15g-9 which generally defines "penny stock" to be any equity security that has a market price (as defined) less than US $5.00 per share or an exercise price of less than US $5.00 per share, subject to certain exceptions. Our securities are covered by the penny stock rules, which impose additional sales practice requirements on broker-dealers who sell to persons other than established customers and accredited investors. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document in a form prepared by the SEC which provides information about penny stocks and the nature and level of risks in the penny stock market. The broker-dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction and monthly account statements showing the market value of each penny stock held in the customer's account. The bid and offer quotations, and the broker-dealer and salesperson compensation information, must be given to the customer orally or in writing prior to effecting the transaction and must be given to the customer in writing before or with the customer's confirmation.

In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from these rules, the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. These disclosure requirements may have the effect of reducing the level of trading activity in the secondary market for the stock that is subject to the penny stock rules. Consequently, the penny stock rules may affect the ability of broker-dealers to trade our securities. We believe that the penny stock rules discourage investor interest in and limit the marketability of our common stock.

FINRA sales practice requirements may also limit a stockholder's ability to buy and sell our stock.

In addition to the "penny stock" rules described above, FINRA has adopted rules that require that in recommending an investment to a customer, a broker-dealer must have reasonable grounds for believing that the investment is suitable for that customer. Prior to recommending speculative low-priced securities to their non-institutional customers, broker-dealers must make reasonable efforts to obtain information about the customer's financial status, tax status, investment objectives and other information.

Under interpretations of these rules, FINRA believes there is a high probability that speculative low-priced securities will not be suitable for at least some customers. The FINRA requirements make it more difficult for broker-dealers to recommend that their customers buy our common stock, which may limit your ability to buy and sell our stock and have an adverse effect on the market for our shares.

To date, we have not paid any cash dividends and no cash dividends will be paid in the foreseeable future.

We do not anticipate paying cash dividends on our common stock in the foreseeable future, and we may not have sufficient funds legally available to pay dividends. Even if funds are legally available for distribution, we may nevertheless decide not to pay any dividends. We presently intend to retain all earnings for our operations.

A limited public trading market exists for our common stock, which makes it more difficult for our stockholders to sell their common stock in the public markets.

Our common stock is currently traded under the symbol "BRZL" based on quotations on the "OTC PINK." The number of persons interested in purchasing our common stock at or near bid prices at any given time may be relatively small or non-existent. This situation is attributable to a number of factors, including the fact that we are a small company which is still relatively unknown to stock analysts, stock brokers, institutional investors, and others in the investment community that generate or influence sales volume, and that even if we came to the attention of such persons, they tend to be risk-averse and would be reluctant to follow an unproven company such as ours or purchase or recommend the purchase of our stock until such time as we become more viable. Additionally, many brokerage firms may not be willing to effect transactions in our securities. As a consequence, there may be periods of several days or more when trading activity in our stock is minimal or non-existent, as compared to a seasoned issuer which has a large and steady volume of trading activity that will generally support continuous sales without an adverse effect on share price. There can be no assurance that a broader or more active public trading market for our common stock will develop or be sustained, or that trading levels will be sustained.

In the past, securities class action litigation has often been brought against a company following periods of volatility in the market price of its securities. Due to the volatility of our common stock price, we may be the target of securities litigation in the future. Securities litigation could result in substantial costs and divert management's attention and resources.

Stockholders should also be aware that, according to SEC Release No. 34-29093, the market for "penny stocks," such as our common stock, has suffered in recent years from patterns of fraud and abuse. Such patterns include (1) control of the market for the security by one or a few broker-dealers that are often related to the promoter or issuer; (2) manipulation of prices through prearranged matching of purchases and sales and false and misleading press releases; (3) boiler room practices involving high-pressure sales tactics and unrealistic price projections by inexperienced sales persons; (4) excessive and undisclosed bid-ask differential and markups by selling broker-dealers; and (5) the wholesale dumping of the same securities by promoters and broker-dealers after prices have been manipulated to a desired level, along with the resulting inevitable collapse of those prices and with consequent investor losses. Our management is aware of the abuses that have occurred historically in the penny stock market.

Although we do not expect to be in a position to dictate the behavior of the market or of broker-dealers who participate in the market, management will strive within the confines of practical limitations to prevent the described patterns from being established with respect to our securities. The occurrence of these patterns or practices could increase the future volatility of our share price.

If we issue additional shares in the future, it will result in the dilution of our existing stockholders.

Our articles of incorporation authorize the issuance of up to 150,000,000 shares of common stock with a par value of $0.001 per share and 5,000,000 shares of preferred stock with a par value of $0.001 per share.

As of the Closing Date, we have 91,776,017 shares of common stock issued and outstanding and no shares of preferred stock issued and outstanding. As a result, our board of directors has the ability to issue a large number of additional shares of common stock and preferred stock without stockholder approval, which, if issued, could cause substantial dilution to our existing stockholders. Our Board of Directors may choose to issue some or all of such shares to acquire one or more companies or properties and to fund our overhead and general operating requirements.

The issuance of any such shares may reduce the book value per share and may contribute to a reduction in the market price of the outstanding shares of our common stock. If we issue any such additional shares, such issuance will reduce the proportionate ownership and voting power of all current stockholders.

Public disclosure requirements and compliance with changing regulation of corporate governance pose challenges for our management team and result in additional expenses and costs which may reduce the focus of management and the profitability of our Company.

Changing laws, regulations and standards relating to corporate governance and public disclosure, including the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules and regulations promulgated thereunder, the Sarbanes-Oxley Act and SEC regulations, have created uncertainty for public companies and significantly increased the costs and risks associated with accessing the U.S. public markets. Our management team will need to devote significant time and financial resources to comply with both existing and evolving standards for public companies, which will lead to increased general and administrative expenses and a diversion of management time and attention from revenue generating activities to compliance activities.

SHOULD ONE OR MORE OF THE FOREGOING RISKS OR UNCERTAINTIES MATERIALIZE, OR SHOULD THE UNDERLYING ASSUMPTIONS PROVE INCORRECT, ACTUAL RESULTS MAY DIFFER SIGNIFICANTLY FROM THOSE ANTICIPATED, BELIEVED, ESTIMATED, EXPECTED, INTENDED OR PLANNED.

DESCRIPTION OF PROPERTY

The principal executive offices for the Registrant are currently located at: **115 Garfield Street, Suite 82585 Sumas Wa. 98295.** The monthly rent for this property and related expenses are approximately $150 per month on a month to month basis. The Registrant's main telephone number is:

PLAN OF OPERATIONS

In February 2014, the municipality of Polokwane (MOP), located in Limpopo Province, Republic of South Africa (RSA), issued Request For Proposal PPP5/2015 (RFP) for the funding and implementation of off- balance sheet capital infrastructure projects. In response to the RFP, Jeka Resources (Pty) Ltd. (JRL), a South African registered company, submitted a proposal to develop, design, finance, construct and operate a solar PV electricity generation facility in the form of a Solar Park (the "Project"). In response to its submission, JFL was conditionally awarded the Build Operate Transfer (BOT) Project in August 2014.

The Project's conceptual development schedule is 18 months with phased operational testing and integration activities commencing in early 2016. Project commissioning is planned for early January 2017.

The plant will prevent approximately 329,000 tons of CO2 emissions per year and provide clean, sustainable power for approximately 117,000 homes via direct connection to the MOP grid. The project will create 900 construction jobs during the construction phase and 45 full-time jobs for plant operations (80% South Africans, 50% local communities).

The Project represents a well-managed, high-priority development opportunity for infrastructure necessary to the strategic welfare of MOP and is anticipated to create an over 6 Billion ZAR direct and indirect investment with 4 Billion ZAR tax payable in a 20-year period. The Project will also create a supply chain with 4.6 Billion ZAR in components and services (45% local content).

APG believes it has developed a clear and efficient strategy for the execution of the Project. In addition, the APG model can easily be replicated to a number of similar power production opportunities in RSA and it's neighbouring communities. Detailed Project business planning is provided herewith as support for this world-class solar energy development project.We believe we are in a unique position to capitalize on our target market and gain a first move advantage to deliver a transparent and customer focused business solution.

Limited Operating History; Need for Additional Capital

There is limited historical financial information about us upon which to base an evaluation of our performance. We are a development stage company and have not generated any revenues. We cannot guarantee we will be successful in our business operations.

Our business is subject to risks inherent in the establishment of a new business enterprise, including limited capital resources and possible cost overruns due to price and cost increases in services and products.

To become profitable and competitive, we have to establish agreements with established service providers and or businesses to enable us to offer these venues to our customers.

We have no assurance that future financing will be available to us on acceptable terms. If financing is not available on satisfactory terms, we may be unable to continue, develop or expand our operations. Equity financing could result in additional dilution to our existing stockholders.

If we are not able to raise sufficient funds to fully implement our startup business plan for the next year as anticipated, we will scale our business development in line with available capital. Our primary priority will be to retain our reporting status with the Securities and Exchange Commission which means that we will first ensure that we have sufficient capital to cover our legal and accounting expenses. Once these costs are accounted for, in accordance with how much financing we are able to secure, we will focus on market awareness, and servicing costs as well as We will likely not expend funds on the remainder of our planned activities unless we have the required capital.

Comparison of three month periods ended June 30, 2015 and June 30, 2014

We generated no revenues for the three months ended June 30, 2015 or June 30, 2014 We incurred operating expenses in the amount of $20,000 for the three months ended June 30, 2015, which comprises of general and administrative expenses. For the three months ended June 30, 2014, 2014, we incurred a total operating expense in the amount of $0. The decrease was attributed to an decrease in general and administrative expenses .

Comparison of the years ended March 31, 2015and March 31, 2014

We generated no revenues for the fiscal years ended June 30, 2014 or June 30, 2013. We incurred operating expenses in the amount of $for the fiscal year ended March 31, 2015, which comprises of general and administrative expenses. For the fiscal year ended March 31, 2014, we incurred a total operating expense in the amount of $0, which was comprised of general and administrative expenses. The decrease was attributed to and reflective of the Company's state of operations at the time.

Liquidity and Capital Resources

Working Capital

	At June 30, 2015	At March 31, 2015
Current Assets	$28,800	$ 0
Current Liabilities	(300,764)	(269,940)
Working Capital (Deficit)	$(271,964)	$ (251,964)

Cash Flows

	Three Months Ended June 30, 2015
Cash Flows from (used in) Operating Activities	(20,000)
Cash Flows from (used in) Investing Activities	0
Cash Flows from (used in) Financing Activities	0
Net Increase (decrease) in Cash During Period	(0)

The decline in our working capital at March 31, 2015 from the period ended June 30, 2015 is reflective of the current state of our business development, primarily due to the increase in our professional fees paid,. As of, March 31, 2015, we had cash on hand of $0. Since our inception, we have used our Common Stock to raise money for our operations and for our property acquisitions. We have not attained profitable operations and are dependent upon obtaining financing to pursue our plan of operation. For these reasons, our auditors stated in their report to our audited financial statements for the year ended June 30, 2014, that there is substantial doubt that we will be able to continue as a going concern.

We have incurred a net loss of $301,341for the period from (inception) to June 30, 2015 and have no revenues to date. Our future is dependent upon our ability to obtain financing. We anticipate continuing to rely on equity sales of our common stock in order to continue to fund our business operations. Issuances of additional shares will result in dilution to our existing stockholders. There is no assurance that we will achieve any of additional sales of our equity securities or arrange for debt or other financing for to fund our planned business activities.

Contractual Obligations and Off-Balance Sheet Arrangements

Contractual Obligations

We do not currently have any significant contractual obligations.

Off-Balance Sheet Arrangements

None

Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, at the date of these financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and cash equivalents

Cash and cash equivalents consist of cash and short-term investments with original maturities of less than 90 days. Such investments are carried at cost, which is a reasonable estimate of their fair value. Cash equivalents are placed with high credit quality financial institutions.

Long-lived Assets

In accordance with the Financial Accounting Standards Board ("FASB") Accounts Standard Codification (ASC) ASC 360-10, "Property, Plant and Equipment," the carrying value of intangible assets and other long-lived assets is reviewed on a regular basis for the existence of facts or circumstances that may suggest impairment. The Company recognizes impairment when the sum of the expected undiscounted future cash flows is less than the carrying amount of the asset. Impairment losses, if any, are measured as the excess of the carrying amount of the asset over its estimated fair value. As of March 31, 2014 and 2013, the Company recorded impairment of $0 and $0, respectively.

Asset retirement obligations

The Company has adopted the provisions of FASB ASC 410-20 "Asset Retirement and Environmental Obligations, "which requires the fair value of a liability for an asset retirement obligation to be recognized in the period in which it is incurred if a reasonable estimate of fair value can be made. The associated asset retirement costs are capitalized as part of the carrying amount of the related oil and gas properties. As of March 31, 2013, there has been no asset retirement obligations recorded.

Foreign Currency Translation

The Company's functional and reporting currency is the US dollar as substantially all of the Company's operations are in United States dollars.

Assets and liabilities that are denominated in a foreign currency are translated at the exchange rate in effect at the year end and capital accounts are translated at historical rates. Income statement accounts are translated at the average rates of exchange prevailing during the period. Translation adjustments from the use of different exchange rates from period to period are included in the Comprehensive Income statement account in Stockholder's Equity, if applicable.

Transactions undertaken in currencies other than the functional currency of the entity are translated using the exchange rate in effect as of the transaction date. If applicable, exchange gains and losses are included in other items on the Statement of Operations.

Basic and Diluted Loss Per Share

The Company computes basic loss per share by dividing the net loss by the weighted average common shares outstanding during the period. There are no potential common shares; accordingly, diluted and basic loss per share amounts are the same.

Fair Value of Financial Instruments

The Company's only financial instruments are cash, accounts payable, and notes payable. Due to the short maturities of these financial instruments, their fair value approximates their carrying value.

Income Taxes

The Company accounts for income taxes pursuant to FASB ASC Topic 740, "*Income Taxes*". Under FASB ASC Topic 740, deferred tax assets and liabilities are determined based on temporary differences between the bases of certain assets and liabilities for income tax and financial reporting purposes. The deferred tax assets and liabilities are classified according to the financial statement classification of the assets and liabilities generating the differences. The Company maintains a valuation allowance with respect to deferred tax assets. The Company establishes a valuation allowance based upon the potential likelihood of realizing the deferred tax asset and taking into consideration the Company's financial position and results of operations for the current period. Future realization of the deferred tax benefit depends on the existence of sufficient taxable income within the carry-forward period under the Federal tax laws.

Changes in circumstances, such as the Company generating taxable income, could cause a change in judgment about the reliability of the related deferred tax asset. Any change in the valuation allowance will be included in income in the year of the change in estimate.

Recently Issued Accounting Pronouncements

The Company does not expect the adoption of recently issued accounting pronouncements to have a significant impact on the Company's results of operations, financial position, or cash flow.

A variety of proposed or otherwise potential accounting standards are currently under study by standard setting organizations and various regulatory agencies. Due to the tentative and preliminary nature of those proposed standards, the Company's management has not determined whether implementation of such standards would be material to its financial statements.

In June 2014, the FASB issued ASU 2014 10, Development Stage Entities (Topic915): Elimination of Certain Financial Reporting Requirements. ASU 201410 eliminates the distinction o f a development stage entity and certain related disclosure requirements, including the elimination of inception to-date information on the statements of operations, cashflows and stockholders' equity. The amendments in ASU2014-10 will be effective prospectively for annual reporting periods beginning after December15, 2014, and interim periods within those annual periods, however early adoption is permitted. The Company adopted ASU2014-10 since the quarter ended October 31, 2013, thereby no longer presenting or disclosing any information required by Topic 915.

In August 2014, the FASB issued the FASB Accounting Standards Update No. 2014-15 *"Presentation of Financial Statements—Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern ("ASU 2014-15").*

In connection with preparing financial statements for each annual and interim reporting period, an entity's management should evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern within one year after the date that the *financial statements are issued* (or within one year after the date that the *financial statements are available to be issued* when applicable). Management's evaluation should be based on relevant conditions and events that are known and reasonably knowable at the date that the *financial statements are issued* (or at the date that the *financial statements are available to be issued* when applicable). Substantial doubt about an entity's ability to continue as a going concern exists when relevant conditions and events, considered in the aggregate, indicate that it is probable that the entity will be unable to meet its obligations as they become due within one year after the date that the financial statements are issued (or available to be issued). The term *probable* is used consistently with its use in Topic 450, Contingencies.

When management identifies conditions or events that raise substantial doubt about an entity's ability to continue as a going concern, management should consider whether its plans that are intended to mitigate those relevant conditions or events will alleviate the substantial doubt. The mitigating effect of management's plans should be considered only to the extent that (1) it is probable that the plans will be effectively implemented and, if so, (2) it is probable that the plans will mitigate the conditions or events that raise substantial doubt about the entity's ability to continue as a going concern.

If conditions or events raise substantial doubt about an entity's ability to continue as a going concern, but the substantial doubt is alleviated as a result of consideration of management's plans, the entity should disclose information that enables users of the financial statements to understand all of the following Principal conditions or events that raised substantial doubt about the entity's ability to continue as a going concern (before consideration of management's plans)

a. Management's evaluation of the significance of those conditions or events in relation to the entity's ability to meet its obligations
b. Management's plans that alleviated substantial doubt about the entity's ability to continue as a going concern.

If conditions or events raise substantial doubt about an entity's ability to continue as a going concern, and substantial doubt is not alleviated after consideration of management's plans, an entity should include a statement in the footnotes indicating that there is *substantial doubt about the entity's ability to continue as a going concern* within one year after the date that the financial statements are issued (or available to be issued). Additionally, the entity should disclose information that enables users of the financial statements to understand all of the following:

a. Principal conditions or events that raise substantial doubt about the entity's ability to continue as a going concern
b. Management's evaluation of the significance of those conditions or events in relation to the entity's ability to meet its obligations
c. Management's plans that are intended to mitigate the conditions or events that raise substantial doubt about the entity's ability to continue as a going concern. The amendments in this Update are effective for the annual period ending after December 15, 2016, and for annual periods and interim periods thereafter. Early application is permitted.

Management does not believe that any recently issued, but not yet effective accounting pronouncements, when adopted, will have a material effect on the accompanying financial statements.

A variety of proposed or otherwise potential accounting standards are currently under study by standard setting organizations and various regulatory agencies. Due to the tentative and preliminary nature of those proposed standards, the Company's management has not determined whether implementation of such standards would be material to its financial statements.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Security Ownership Prior to the Transaction

The Company has two classes of its stock outstanding, common stock and preferred. The following table sets forth certain information as of September 11, 2015, prior to the closing of the Transaction with respect to the beneficial ownership of our common stock (i) each director and officer, (ii) all of our directors and officers as a group, and (iii) each person known to us to own beneficially five percent (5%) or more of the outstanding shares of our common stock. Prior to the closing of the Agreement, there were 51,776,017shares of common stock outstanding.

To our knowledge, except as indicated in the footnotes to this table or pursuant to applicable community property laws, the persons named in the table have sole voting and investment power with respect to the shares of common stock indicated.

Common Shares

Name of Beneficial Owner and Affiliation	Title of Class	Amount and Nature of Beneficial Ownership[1] (#)	Percent of Class[2] (%)
Sheryl Cousineau Greater than 10% Shareholder	Common	20,000,000 Direct	38.62%
Debra Fitzgerald Greater than 10% Shareholder	Common	15,000,000 Direct	28.98%
Julie Rhuebottom Greater than 10% Shareholder	Common	15,000,000 Direct	28.98%
All Persons as a Group (3 Persons)	**Common**	**50,000,000**	**96.58%**

(1) Beneficial ownership has been determined in accordance with Rule 13d-3 under the Exchange Act. Pursuant to the rules of the SEC, shares of common stock which an individual or group has a right to acquire within 60 days pursuant to the exercise of options or warrants are deemed to be outstanding for the purpose of computing the percentage ownership of such individual or group, but are not deemed to be beneficially owned and outstanding for the purpose of computing the percentage ownership of any other person shown in the table.

(2) Based on shares of our common stock outstanding as of September 11, 2015, prior to the Closing of the Transaction.

Security Ownership After the Transaction

The following table sets forth certain information as of September 11, 2015, after giving effect to the Closing of the Transaction, with respect to the beneficial ownership of our common stock for (i) each director and officer, (ii) all of our directors and officers as a group, and (iii) each person known to us to own beneficially five percent (5%) or more of the outstanding shares of our common stock. As of September 11, 2015, after giving effect to the Closing of the Transaction, there were shares 56,348,236 of common stock outstanding.

To our knowledge, except as indicated in the footnotes to this table or pursuant to applicable community property laws, the persons named in the table have sole voting and investment power with respect to the shares of common stock indicated.

Common Stock

Name of Beneficial Owner and Affiliation	**Title of Class**	**Amount and Nature of Beneficial Ownership[(1)] (#)**	**Percent of Class[(2)] (%)**
Dominic Colvin (2) Greater than 10% Shareholder	Common	40,000,000 Direct	43.59%
Sheryl Cousineau (2) Greater than 10% Shareholder	Common	20,000,000 Direct	21.79%
Debra Fitzgerald (2) Greater than 10% Shareholder	Common	15,000,000 Direct	16.37%
Julie Rhuebottom(2) Greater than 10% Shareholder	Common	15,000,000 Direct	16.37%%
All Persons as a Group (4 Persons)	**Common**	**90,000,000**	**98.3%**

(1) Beneficial ownership has been determined in accordance with Rule 13d-3 under the Asset Purchase Act. Pursuant to the rules of the SEC, shares of common stock which an individual or group has a right to acquire within 60 days pursuant to the exercise of options or warrants are deemed to be outstanding for the purpose of computing the percentage ownership of such individual or group, but are not deemed to be beneficially owned and outstanding for the purpose of computing the percentage ownership of any other person shown in the table.

(2) Based on shares of our common stock outstanding as of September 11, 2015, after giving effect to the Closing of the Transaction.

DIRECTORS AND EXECUTIVE OFFICERS

Current Officers and Directors:

Name	Position with the Company	Director Since
James Hicks	President, Treasurer, Secretary, & Director	September 11, 2015
Kirk Heston	Director	September 11, 2015
Thomas Norvell	Director	September 11, 2015

Biographies

James Hicks

James Hicks has held various roles from analyst to founder of businesses in the energy, logistics, and telecom verticals. He and/or his companies have obtained funding for multiple utility scale energy installations through private equity sources, assumed project management roles in the energy and telecom verticals, completed supply chain enhancements for various fortune 500 companies, and oversaw successful ERP installations/migrations at two US telecom companies valued at over $550 million. James has a BBA in Finance and an MS in Information Systems from DePaul University and is currently enhancing his Spanish speaking and writing skills.

Kirk M. Heston

Mr. Heston has been in the construction industry for over 30 years and in the energy sector for over 25 years. Prior to forming his own corporation in 2008 Mr. Heston served as the National Business Development Director for Renewable Energy Solutions –Wind, at Johnson Controls.
Since 2004 he has focused on the development of renewable energy projects for community energy projects, distributed energy generation, or utility scale projects for public and private entities internationally. Mr. Heston has consulted on, developed, or implemented utility scale projects internationally valued at over $4 billion dollars. Mr. Heston has worked with the US Federal and State Congresses to change legislative laws that allow public entities to build own and operate renewable energy assets to assist in offsetting their high energy costs. Mr. Heston has been technically trained at Turbine manufacture's facilities in Europe and Spain, AAS in Mechanical and Electrical Sciences, Real Estate Law and Finance from Sauk Valley College.

Thomas Norvell

Thomas Norvell has held numerous roles in the energy, telecom and logistics sectors. He has served as a Director, Account Management for Dynegy, implemented multi-million dollar projects, and consulted in governmental affairs issues for public utilities. Through his tenure at SBC/Ameritech, he handled vendor relations in the B2B IT space with Fortune 500 companies such as AT&T, Sprint and MCI. As a Project Manager with Custom Companies, he implemented a complete overhaul of their IT systems, including billing, dispatch and warehouse operations. Thomas has a BA in English with a minor in Supply Chain Management from Western Illinois University.

Terms of Office

The Company's directors are appointed for a one-year term to hold office until the next annual general meeting of the Company's shareholders or until removed from office in accordance with the Company's bylaws and the provisions of the Nevada Revised Statutes. The Company's directors hold office after the expiration of his or her term until his or her successor is elected and qualified, or until he or she resigns or is removed in accordance with the Company's bylaws and the provisions of the Nevada Revised Statutes.

The Company's officers are appointed by the Company's Board of Directors and hold office until removed by the Board.

Involvement in Certain Legal Proceedings

No director, executive officer, significant employee or control person of the Company has been involved in any legal proceeding listed in Item 401(f) of Regulation S-K in the past 10 years.

Committees of the Board

Our Board of Directors held no formal meetings during the fiscal year ended June 30, 2015. All proceedings of the Board of Directors were conducted by resolutions consented to in writing by the directors and filed with the minutes of the proceedings of the directors.

Such resolutions consented to in writing by the directors entitled to vote on that resolution at a meeting of the directors are, according to the Nevada Revised Statutes and our bylaws, as valid and effective as if they had been passed at a meeting of the directors duly called and held. We do not presently have a policy regarding director attendance at meetings.

We do not currently have standing audit, nominating or compensation committees, or committees performing similar functions. Due to the size of our board, our Board of Directors believes that it is not necessary to have standing audit, nominating or compensation committees at this time because the functions of such committees are adequately performed by our Board of Directors. We do not have an audit, nominating or compensation committee charter as we do not currently have such committees. We do not have a policy for electing members to the board. Neither our current nor proposed directors are independent directors as defined in the NASDAQ listing standards.

It is anticipated that the Board of Directors will form separate compensation, nominating and audit committees, with the audit committee including an audit committee financial expert.

Audit Committee

Our Board of Directors has not established a separate audit committee within the meaning of Section 3(a)(58)(A) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Instead, the entire Board of Directors acts as the audit committee within the meaning of Section 3(a)(58)(B) of the Exchange Act and will continue to do so upon the appointment of the proposed directors until such time as a separate audit committee has been established.

Nominations to the Board of Directors

Our directors take a critical role in guiding our strategic direction and oversee the management of the Company. Board candidates are considered based upon various criteria, such as their broad-based business and professional skills and experiences, a global business and social perspective, concern for the long-term interests of the shareholders, diversity, and personal integrity and judgment.

In addition, directors must have time available to devote to Board activities and to enhance their knowledge in the growing business. Accordingly, we seek to attract and retain highly qualified directors who have sufficient time to attend to their substantial duties and responsibilities to the Company.

In carrying out its responsibilities, the Board will consider candidates suggested by shareholders. If a shareholder wishes to formally place a candidate's name in nomination, however, he or she must do so in accordance with the provisions of the Company's Bylaws. Suggestions for candidates to be evaluated by the proposed directors must be sent to the Board of Directors, c/o **Scepter Holdings, Inc. 115 Garfield Street, Suite 82585 Sumas WA. 98295.**

Board Leadership Structure and Role on Risk Oversight

Mr. James Hicks currently serves as the Company's President, CEO and a member of the Board of Directors as of the date of the transaction. The Company determined this leadership structure was appropriate for the Company due to our small size and limited operations and resources. The Board of Directors will continue to evaluate the Company's leadership structure and modify as appropriate based on the size, resources and operations of the Company.

Subsequent to the closing of the Transaction, it is anticipated that the Board of Directors will establish procedures to determine an appropriate role for the Board of Directors in the Company's risk oversight function.

Compensation Committee Interlocks and Insider Participation

No interlocking relationship exists between our board of directors and the board of directors or compensation committee of any other company, nor has any interlocking relationship existed in the past.

Family Relationships

There are no family relationships between or among the directors, executive officers or persons nominated or chosen by us to become directors or executive officers.

EXECUTIVE COMPENSATION

Board Compensation

We have no standard arrangement to compensate directors for their services in their capacity as directors. Directors are not paid for meetings attended. However, we intend to review and consider future proposals regarding board compensation. All travel and lodging expenses associated with corporate matters are reimbursed by us, if and when incurred.

Executive Compensation

We have no standard arrangement to compensate executives for their services in their capacity as executives. executives are not currently paid for meetings attended. However, we intend to review and consider future proposals regarding executive compensation. All travel and lodging expenses associated with corporate matters are reimbursed by us, if and when incurred.

Potential Payments Upon Termination or Change-in-Control

SEC regulations state that we must disclose information regarding agreements, plans or arrangements that provide for payments or benefits to our executive officers in connection with any termination of employment or change in control of the Company. We currently have employment agreements compensatory plans or arrangements with any of our executive officers that may result from the resignation, retirement or any other termination of any of our executive officers, from a change-in-control, or from a change in any executive officer's responsibilities following a change-in-control.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

Certain Relationships and Transactions

There are no family relationships between any of our former directors or executive officers and new directors or new executive officers.

None of the new directors and executive officers have been involved in any material proceeding adverse to the Company or any transactions with the Company or any of its directors, executive officers, affiliates or associates that are required to be disclosed pursuant to the rules and regulations of the SEC.

Review, Approval or Ratification of Transactions with Related Persons

As we have adopted a Code of Ethics, we rely on our board to review related party transactions on an ongoing basis to prevent conflicts of interest. Our board reviews a transaction in light of the affiliations of the director, officer or employee and the affiliations of such person's immediate family.

Transactions are presented to our board for approval before they are entered into or, if this is not possible, for ratification after the transaction has occurred. If our board finds that a conflict of interest exists, then it will determine the appropriate remedial action, if any. Our board approves or ratifies a transaction if it determines that the transaction is consistent with the best interests of the Company.

Related Party Transactions

None of our current officers or directors have been involved in any material proceeding adverse to the Company or any transactions with the Company or any of its directors, executive officers, affiliates or associates that are required to be disclosed pursuant to the rules and regulations of the Securities and Exchange Commission.

Director Independence

During the year ended March 31, 2015, we did not have any independent directors on our Board of Directors. We evaluate independence by the standards for director independence established by applicable laws, rules, and listing standards including, without limitation, the standards for independent directors established by The New York Stock Exchange, Inc., the NASDAQ National Market, and the Securities and Commission.

Subject to some exceptions, these standards generally provide that a director will not be independent if (a) the director is, or in the past three years has been, an employee of ours; (b) a member of the director's immediate family is, or in the past three years has been, an executive officer of ours; (c) the director or a member of the director's immediate family has received more than $120,000 per year in direct compensation from us other than for service as a director (or for a family member, as a non-executive employee); (d) the director or a member of the director's immediate family is, or in the past three years has been, employed in a professional capacity by our independent public accountants, or has worked for such firm in any capacity on our audit; (e) the director or a member of the director's immediate family is, or in the past three years has been, employed as an executive officer of a company where one of our executive officers serves on the compensation committee; or (f) the director or a member of the director's immediate family is an executive officer of a company that makes payments to, or receives payments from, us in an amount which, in any twelve-month period during the past three years, exceeds the greater of $1,000,000 or two percent of that other company's consolidated gross revenues.

LEGAL PROCEEDINGS

NONE

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

Market Information

Our common stock is currently listed for trading on OTC Pink Sheets under the Symbol: "BRZL." The table below lists the high and low closing prices per share of our common stock as quoted on the OTC Pink sheets.

On March 9, 2015 the board of directors and consenting shareholders approved an 800-1 reverse share split. this brought the total from 1,420,000,000 issued and outstanding to 1,776,017 issued and outstanding.

Fiscal 2015	**High**	**Low**
(through March 31, 2015)	$ 0.0005	$ 0.0005

Fiscal 2014	**High**	**Low**
(through March 31, 2014)	$ 0.0005	$ 0.0005

Trading in our common stock has been sporadic and the quotations set forth above are not necessarily indicative of actual market conditions. All prices reflect inter-dealer prices without retail mark-up, mark-down, or commission and may not necessarily reflect actual transactions.

Holders

As of September 11, 2015, there were approximately 10 shareholders of record of our common stock based upon the shareholders' listing provided by our transfer agent. Our transfer agent is Pacific Stock Transfer Company, 6725 Austi Parkway, Suite 300 Las Vegas NV 89119 (702) 361-3033.

Dividends

We have never paid cash dividends on our common stock. We intend to keep future earnings, if any, to finance the expansion of our business, and we do not anticipate that any cash dividends will be paid in the foreseeable future. Our future payment of dividends will depend on our earnings, capital requirements, expansion plans, financial condition and other relevant factors that our board of directors may deem relevant. Our retained earnings deficit currently limits our ability to pay dividends.

Securities Authorized for Issuance Under Equity Compensation Plans

None.

RECENT SALES OF UNREGISTERED SECURITIES

DESCRIPTION OF SECURITIES

The following information describes our capital stock and provisions of our articles of incorporation and our bylaws, all as in effect upon the Closing of the Transaction. This description is only a summary. You should also refer to our articles of incorporation and bylaws which have been incorporated by reference or filed with the Securities and Exchange Commission as exhibits to this disclosure statement

General

Our authorized capital stock consists of 150,000,000 shares of common stock at a par value of $0.001 per share, of which 91,776,017shares are issued and outstanding after giving effect to the closing of the transaction and 5,000,000 shares of preferred stock at a par value of $0.001 per share, of which none were issued and outstanding prior to the Closing of the Transaction.

Common Stock

The holders of Common Stock are entitled to one vote per share. They are not entitled to cumulative voting rights or preemptive rights. The holders of Common Stock are entitled to receive ratably such dividends, if any, as may be declared by the Board of Directors out of legally available funds. However, the current policy of the Board of Directors is to retain earnings, if any, for operations and growth. Upon liquidation, dissolution or winding-up, the holders of Common Stock are entitled to share ratably in all assets that are legally available for distribution after payment in full of any preferential amounts. The holders of Common Stock have no subscription, redemption or conversion rights. The rights, preferences and privileges of holders of Common Stock are subject to, and may be adversely affected by, the rights of the holders of any series of preferred stock, which may be designated solely by action of the Board of Directors and issued in the future. All outstanding shares of common stock are duly authorized, validly issued, fully paid and non-assessable.

Outstanding Options, Warrants and Convertible Securities

We have no outstanding warrants, options, or convertible stock.

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Nevada Law

Section 78.7502 of the Nevada Revised Statutes ("NRS") permits a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he:

(a) is not liable pursuant to NRS 78.138, or

(b) acted in good faith and in a manner which he 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 his conduct was unlawful.

In addition, NRS 78.7502 permits a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he:

(a) is not liable pursuant to NRS 78.138; or

(b) acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation.

To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue or matter, the corporation is required to indemnify him against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense.

NRS 78.752 allows a corporation to purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise for any liability asserted against him and liability and expenses incurred by him in his capacity as a director, officer, employee or agent, or arising out of his status as such, whether or not the corporation has the authority to indemnify him against such liability and expenses.

Other financial arrangements made by the corporation pursuant to NRS 78.752 may include the following:

(a) the creation of a trust fund;

(b) the establishment of a program of self-insurance;

(c) the securing of its obligation of indemnification by granting a security interest or other lien on any assets of the corporation; and

(d) the establishment of a letter of credit, guaranty or surety

No financial arrangement made pursuant to NRS 78.752 may provide protection for a person adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable for intentional misconduct, fraud or a knowing violation of law, except with respect to the advancement of expenses or indemnification ordered by a court.

Any discretionary indemnification pursuant to NRS 78.7502, unless ordered by a court or advanced pursuant to an undertaking to repay the amount if it is determined by a court that the indemnified party is not entitled to be indemnified by the corporation, may be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances. The determination must be made:

(a) by the shareholders;

(b) by the board of directors by majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding;

(c) if a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding so orders, by independent legal counsel in a written opinion, or

(d) if a quorum consisting of directors who were not parties to the action, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion.

Charter Provisions and Other Arrangements of the Registrant

Pursuant to the provisions of the NRS, the Registrant has adopted the following provisions in its Articles of Incorporation for its directors and officers:

Articles – The Registrant's Articles of Incorporation provide that the liability of directors and officers of the Corporation shall be eliminated, except liability for acts or omissions which involve intentional misconduct, fraud, or knowing violation of law, or the payment of dividends in violation of the NRS.

Bylaws – The Registrant's Bylaws provide that the "corporation shall indemnify its directors and officers to the fullest extent not prohibited by the Nevada General Corporation Law; provided, however, that the corporation may modify the extent of such indemnification by individual contracts with its directors and officers; and, provided, further, that the corporation shall not be required to indemnify any director or officer in connection with any proceeding (or part thereof) initiated by such person unless (i) such indemnification is expressly required to be made by law, (ii) the proceeding was authorized by the Board of Directors of the corporation, (iii) such indemnification is provided by the corporation, in its sole discretion, pursuant to the powers vested in the corporation under the Nevada General Corporation Law or (iv) such indemnification is required to be made under subsection (d)."

SECURITIES AND TRADING MARKETS

Unregistered Sales of Equity Securities.

As more fully described in above, in connection with the Agreement, on the Closing Date, we issued a total of 40,000,000 shares of our common stock directly to Dominic Colvin. as the consideration for the sale and transfer of the Agreement to the Company.

The issuance to Dominic Colvin., was conducted in reliance upon Regulation S of the Securities Act of 1933, as amended and the rules and regulations promulgated thereunder (the "Securities Act"), to an investor in an offshore transactions (as defined in Rule 902 under Regulation S of the Securities Act), based upon representations made by such investor. The offer and sale of all shares of our common shares and warrants listed above were affected in reliance on the exemptions for sales of securities not involving a public offering, as set forth in Regulation S promulgated under the Securities Act. The Investor acknowledged the following: Subscriber is not a United States Person, nor is the Subscriber acquiring the shares of our common stock and warrants directly or indirectly for the account or benefit of a United States Person. None of the funds used by the Subscriber to purchase the shares of our common stock and warrants have been obtained from United States Persons. For purposes of this Agreement, "United States Person" within the meaning of U.S. tax laws, means a citizen or resident of the United States, any former U.S. citizen subject to Section 877 of the Internal Revenue Code, any corporation, or partnership organized or existing under the laws of the United States of America or any state, jurisdiction, territory or possession thereof and any estate or trust the income of which is subject to U.S. federal income tax irrespective of its source, and within the meaning of U.S. securities laws, as defined in Rule 902(o) of Regulation S, means: (i) any natural person resident in the United States; (ii) any partnership or corporation organized or incorporated under the laws of the United States; (iii) any estate of which any executor or administrator is a U.S. person; (iv) any trust of which any trustee is a U.S. person; (v) any agency or branch of a foreign entity located in the United States; (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person; (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and (viii) any partnership or corporation if organized under the laws of any foreign jurisdiction, and formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a)) who are not natural persons, estates or trusts.

FINANCIAL STATEMENTS AND EXHIBITS

Financial Statements and Exhibits.

(a) Unaudited financial statements of the Company for the fiscal years ended March 31, 2015 and March 31, 2014. (Incorporated by reference to our Annual Report filed on April 21, 2015 and amended on August 27, 2015)

Unaudited financial statements of the Company for the fiscal quarter ended December 31, 2014. (Incorporated by reference from our Quarterly Report, as filed on April 2, 2015 and amended August 27, 2015)

Unaudited financial statements of the Company for the fiscal quarter ended September 30, 2014. (Incorporated by reference from our Quarterly Report, as filed on November 13, 2014 and amended August 27, 2015)

Unaudited financial statements of the Company for the fiscal quarter ended June 30, 2015. (Incorporated by reference from our Quarterly Report), as filed on August 14, 2015 and amended August 27, 2015)

(b) Exhibits

Exhibit Number	Description
2.1	Agreement Dated June 16, 2015 Between Scepter Holdings, Inc. Corporation and Belfleur, Inc.*
3.1	Articles of Incorporation (incorporated by reference to our Registration Statement on Form S-1 filed on June 2, 2008).
3.2	Bylaws (incorporated by reference to our Registration Statement on Form S-1filed on June 2, 2008
10.1	Transfer of Agreement between Scepter Holdings, Inc. Corporation and Belfleur, Inc. Dated September 11, 2015*
10.2	Assignment and Assumption Agreement between Scepter Holdings, Inc. Corporation and Belfleur, Inc. Dated September 11, 2015*

*Filed Herewith

SIGNATURES

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

SCEPTER HOLDINGS, INC.

Dated: September 14, 2015

/s/James Hicks
James Hicks
President, CEO

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "**Agreement**") is made this 16th day of July, 2015 by and among Scepter Holdings, Inc., a Nevada corporation (f/k/a Brazos International Exploration, Inc.) ("**Pubco**") on one hand, and Belfleur Inc., a company organized under the laws of Colorado (the "**Company**") and the shareholders of the Company as set forth on Exhibit A attached hereto (collectively, the "**Note Holders**"), on the other hand.

BACKGROUND

A. The Company and Pubco had entered into a Term Sheet dated June 29, 2015 (the "**Term Sheet**") pursuant to which Pubco would acquire the Company's Assets

B. Pubco and the Company desire to purchase and assume from the Company, the assets and Note Holders Liability described in this Agreement, subject to the terms and conditions set forth herein, in exchange for the issuance of shares of common stock of Pubco to the Company (the "**Asset Purchase**").

C. Pubco, the Company, and the Note Holders desire to make certain representations, warranties, covenants and agreements in connection with the Asset Purchase and also to prescribe various conditions to the Asset Purchase.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties agree as follows:

ARTICLE I

SALE OF ASSETS

1.01 Sale and Transfer of Assets. On and subject to the terms and conditions set forth in this Agreement, the Company agrees to sell, grant, convey, transfer, assign and deliver ("**Transfer**") to Pubco, and Pubco agrees to purchase, acquire, assume and accept from the Company, free and clear of any claims, rights, mortgages, security interests, liabilities, liens, pledges, charges, equities, claims, covenants, conditions, restrictions and encumbrances of any kind or nature whatsoever, contingent or otherwise, accept as disclosed in this agreement ("**Liens**"), all of the Company's right, title, and interest in and to the assets of the Company set forth on Schedule 1.01 attached hereto (the "**Purchased Assets**") at the Closing (as defined herein) in consideration for the issuance by Pubco of the Shares (as defined herein) to the Company.

1.02 Assumption of Liabilities. Pubco shall assume and be responsible for the Note Holders liabilities, and no other obligations, claims or Liens of the Company, contingent or otherwise, known or unknown and whether now existing or later arising, unless expressly stated herein.

1.03 Consideration. Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, in consideration of the Transfer of the Purchased Assets, Pubco agrees to issue 40,000,000 shares of common stock, par value $0.001 per share (the "**Shares**") to the Company or assign. Note HoldersPubco agrees to assume the debt of the Note Holders, so that the Note Holders have the option to convert their debt to common shares or receive cash for their indebtedness.

1.04 Closing

. Unless this Agreement shall have been terminated and the transactions herein contemplated shall have been abandoned pursuant to Article VI and subject to the satisfaction or waiver of the conditions set forth in Article V, the closing of the Asset Purchase (the "**Closing**") will take place at 10:00 a.m. U.S. Pacific Standard Time on the business day within three (3) days of satisfaction of the conditions set forth in Article V (or as soon as practicable thereafter following satisfaction or waiver of the conditions set forth in Article V) (the "**Closing Date**").

ARTICLE II

REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of the Company

. Except as set forth in the disclosure schedule delivered by the Company to Pubco at the time of execution of this Agreement (the "**Company Disclosure Schedule**"), the Company represents and warrants to Pubco as follows:

(a) Organization, Standing and Power

The Company is duly organized, validly existing and in good standing under the laws of Colorado and has the requisite power and authority and all government licenses, authorizations, permits, consents and approvals required to own, lease and operate its properties and carry on its business as now being conducted. The Company is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary, other than in such jurisdictions where the failure to be so qualified or licensed (individually or in the aggregate) would not have a material adverse effect (as defined in Section 8.02).

(b) Subsidiaries

Except as set forth on Schedule 2.01(b), the Company does not own directly or indirectly, any equity or other ownership interest in any company, corporation, partnership, joint venture or otherwise.

(c) Capital Structure

The number of shares and type of all authorized, issued and outstanding capital stock of the Company, and all shares of capital stock reserved for issuance under the Company's various option and incentive plans is specified on Schedule 2.01(c). Except as set forth in Schedule 2.01(c), no shares of capital stock or other equity securities of the Company are issued, reserved for issuance or outstanding. All outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and non-assessable and not subject to preemptive rights. There are no outstanding bonds, debentures, notes or other indebtedness or other securities of the Company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters. Except as set forth in Schedule 2.01(c), there are no outstanding securities, options, warrants, calls, rights, commitments, agreements, arrangements or undertakings of any kind to which the Company is a party or by which they are bound obligating the Company to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock or other equity or voting securities of the Company or obligating the Company to issue, grant, extend or enter into any such security, option, warrant, call, right, commitment, agreement, arrangement or undertaking. There are no outstanding contractual obligations, commitments, understandings or arrangements of the Company to repurchase, redeem or otherwise acquire or make any payment in respect of any shares of capital stock of the Company. There are no agreements or arrangements pursuant to which the Company is or could be required to register shares of Company common stock or other securities under the Securities Act of 1933, as amended and the rules and regulations promulgated thereunder (the "**Securities Act**") or other agreements or arrangements with or among any security holders of the Company with respect to securities of the Company.

(d) Corporate Authority; Non-contravention

The Company has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been (or at Closing will have been) duly authorized by all necessary action on the part of the Company. This Agreement has been duly executed and when delivered by the Company shall constitute a valid and binding obligation of the Company, enforceable against the Company, as applicable, in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity. The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated by this Agreement and compliance with the provisions hereof will not, conflict with, or result in any breach or violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of or "put" right with respect to any obligation or to a loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of the Company under, (i) the Company's certificate or articles of incorporation, bylaws or other organizational or charter documents of the Company, (ii) any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise or license applicable to the Company, its properties or assets, or (iii) subject to the governmental filings and other matters referred to in the following sentence, any judgment, order, decree, statute, law, ordinance, rule, regulation or arbitration award applicable to the Company, its properties or assets, other than, in the case of clauses (ii) and (iii), any such conflicts, breaches, violations, defaults, rights, losses or Liens that individually or in the aggregate could not have a material adverse effect with respect to the Company or could not prevent, hinder or materially delay the ability of the Company to consummate the transactions contemplated by this Agreement.

(e) Governmental Authorization

. No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any United States court, administrative agency or commission, or other federal, state or local government or other governmental authority, agency, domestic or foreign (a "**Governmental Entity**"), is required by or with respect to the Company in connection with the execution and delivery of this Agreement by the Company or the consummation by the Company of the transactions contemplated hereby, except, with respect to this Agreement, any filings under the Securities Act or the Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

(f) Financial Statements of the Company.

(i) Since July 1, 2013 (the "**Company Balance Sheet Date**"), there has been no material adverse change in the assets or liabilities, or in the business or condition, financial or otherwise, or in the results of operations or prospects, of the Company, whether as a result of any legislative or regulatory change, revocation of any license or rights to do business, fire, explosion, accident, casualty, labor trouble, flood, drought, riot, storm, condemnation, act of God, public force or otherwise and no material adverse change in the assets or liabilities, or in the business or condition, financial or otherwise, or in the results of operation or prospects, of the Company except in the ordinary course of business.

(ii) Since the Company Balance Sheet Date, the Company has not suffered any damage, destruction or loss of physical property (whether or not covered by insurance) affecting its condition (financial or otherwise) or operations (present or prospective), nor has the Company, except as disclosed in writing to Pubco, issued, sold or otherwise disposed of, or agreed to issue, sell or otherwise dispose of, any capital stock or any other security of the Company and has not granted or agreed to grant any option, warrant or other right to subscribe for or to purchase any capital stock of any other security of the Company or has incurred or agreed to incur any indebtedness for borrowed money.

(g) Absence of Certain Changes or Events

. Except as set forth on Schedule 2.01(g), since the Company Balance Sheet Date, the Company has conducted its business only in the ordinary course consistent with past practice, and there is not and has not been any:

(i) material adverse change with respect to the Company;

(ii) event which, if it had taken place following the execution of this Agreement, would not have been permitted by Section 3.01 without prior consent of Pubco;

(iii) condition, event or occurrence which could reasonably be expected to prevent, hinder or materially delay the ability of the Company to consummate the transactions contemplated by this Agreement;

(iv) incurrence, assumption or guarantee by the Company of any indebtedness for borrowed money other than in the ordinary course and in amounts and on terms consistent with past practices or as disclosed to Pubco in writing;

(v) creation or other incurrence by the Company of any Lien on any asset other than in the ordinary course consistent with past practices;

(vi) transaction or commitment made, or any contract or agreement entered into, by the Company relating to its assets or business (including the acquisition or disposition of any assets) or any relinquishment by the Company of any contract or other right, in either case, material to the Company, other than transactions and commitments in the ordinary course consistent with past practices and those contemplated by this Agreement;

(vii) labor dispute, other than routine, individual grievances, or, to the knowledge of the Company, any activity or proceeding by a labor union or representative thereof to organize any employees of the Company or any lockouts, strikes, slowdowns, work stoppages or threats by or with respect to such employees;

(viii) payment, prepayment or discharge of liability other than in the ordinary course of business or any failure to pay any liability when due;

(ix) write-offs or write-downs of any assets of the Company;

(x) creation, termination or amendment of, or waiver of any right under, any material contract of the Company;

(xi) damage, destruction or loss having, or reasonably expected to have, a material adverse effect on the Company;

(xii) other condition, event or occurrence which individually or in the aggregate could reasonably be expected to have a material adverse effect or give rise to a material adverse change with respect to the Company; or

(xiii) agreement or commitment to do any of the foregoing.

(h) Certain Fees

. No brokerage or finder's fees or commissions are or will be payable by the Company to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions contemplated by this Agreement.

(i) Litigation; Labor Matters; Compliance with Laws.

(i) There is no suit, action or proceeding or investigation pending or, to the knowledge of the Company, threatened against or affecting the Company or any basis for any such suit, action, proceeding or investigation that, individually or in the aggregate, could reasonably be expected to have a material adverse effect with respect to the Company or prevent, hinder or materially delay the ability of the Company to consummate the transactions contemplated by this Agreement, nor is there any judgment, decree, injunction, rule or order of any Governmental Entity or arbitrator outstanding against the Company having, or which, insofar as reasonably could be foreseen by the Company, in the future could have, any such effect.

(ii) The Company is not a party to, or bound by, any collective bargaining agreement, contract or other agreement or understanding with a labor union or labor organization, nor is it the subject of any proceeding asserting that it has committed an unfair labor practice or seeking to compel it to bargain with any labor organization as to wages or conditions of employment nor is there any strike, work stoppage or other labor dispute involving it pending or, to its knowledge, threatened, any of which could have a material adverse effect with respect to Company.

(iii) The conduct of the business of the Company complies with all statutes, laws, regulations, ordinances, rules, judgments, orders, decrees or arbitration awards applicable thereto.

(j) Benefit Plans

. Except as set forth on Schedule 2.01(j), the Company is not a party to any Benefit Plan under which the Company currently has an obligation to provide benefits to any current or former employee, officer or director of the Company. As used herein, "**Benefit Plan**" shall mean any employee benefit plan, program, or arrangement of any kind, including any defined benefit or defined contribution plan, stock ownership plan, executive compensation program or arrangement, bonus plan, incentive compensation plan or arrangement, profit sharing plan or arrangement, deferred compensation plan, agreement or arrangement, supplemental retirement plan or arrangement, vacation pay, sickness, disability, or death benefit plan (whether provided through insurance, on a funded or unfunded basis, or otherwise), medical or life insurance plan providing benefits to employees, retirees, or former employees or any of their dependents, survivors, or beneficiaries, severance pay, termination, salary continuation, or employee assistance plan.

(k) Certain Employee Payments. The Company is not a party to any employment agreement which could result in the payment to any current, former or future director or employee of the Company of any money or other property or rights or accelerate or provide any other rights or benefits to any such employee or director as a result of the transactions contemplated by this Agreement, whether or not (i) such payment, acceleration or provision would constitute a "parachute payment" (within the meaning of Section 280G of the Code), or (ii) some other subsequent action or event would be required to cause such payment, acceleration or provision to be triggered.

(l) Properties and Tangible Assets.

(i) The Company has valid land use rights for all real property included in the Purchased Assets, clear and marketable title to all the tangible properties and tangible assets included in the Purchased Assets, free and clear of all material Liens, encumbrances, claims, security interest, options and restrictions of any nature whatsoever. Any real property and facilities held under lease by the Company and included in the Purchased Assets is held by the Company under valid, subsisting and enforceable leases of which the Company is in compliance, except as could not, individually or in the aggregate, have or reasonably be expected to result in a material adverse effect.

(ii) The Company has good and marketable title to, or in the case of leased property, a valid leasehold interest in, the office space, computers, equipment and other material tangible assets which included in the Purchased Assets. Except as set forth on Schedule 2.01(l), each such tangible asset is in all material respects in good operating condition and repair (subject to normal wear and tear), is suitable for the purposes for which it presently is used, and, except as to leased assets, free and clear of any and all security interests. The Company does not have any knowledge of any dispute or claim made by any other person concerning such right, title and interest in such tangible assets.

(m) Intellectual Property

(i) As used in this Agreement, "**Intellectual Property**" means all right, title and interest in or relating to all intellectual property, whether protected, created or arising under the laws of the United States or any other jurisdiction or under any international convention, including, but not limited to the following: (a) service marks, trademarks, trade names, trade dress, logos and corporate names (and any derivations, modifications or adaptations thereof), Internet domain names and Internet websites (and content thereof), together with the goodwill associated with any of the foregoing, and all applications, registrations, renewals and extensions thereof (collectively, "**Marks**"); (b) patents and patent applications, including all continuations, divisionals, continuations-in-part and provisionals and patents issuing thereon, and all reissues, reexaminations, substitutions, renewals and extensions thereof (collectively, "**Patents**"); (c) copyrights, works of authorship and moral rights, and all registrations, applications, renewals, extensions and reversions thereof (collectively, "**Copyrights**"); (d) confidential and proprietary information, trade secrets and non-public discoveries, concepts, ideas, research and development, technology, know-how, formulae, inventions (whether or not patentable and whether or not reduced to practice), compositions, processes, techniques, technical data and information, procedures, designs, drawings, specifications, databases, customer lists, supplier lists, pricing and cost information, and business and marketing plans and proposals, in each case excluding any rights in respect of any of the foregoing that comprise or are protected by Patents (collectively, "**Trade Secrets**"); and (e) Technology. For purposes of this Agreement, "**Technology**" means all Software, information, designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether or not patentable and whether or not reduced to practice), apparatus, creations, improvements and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other embodiments of any of the foregoing, in any form or media whether or not specifically listed herein. Further, for purposes of this Agreement, "**Software**" means any and all computer programs, whether in source code or object code; databases and compilations, whether machine readable or otherwise; descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing; and all documentation, including user manuals and other training documentation, related to any of the foregoing.

(ii) Schedule 2.01(m) sets forth a list and description of the Intellectual Property required for the Company to operate, or used or held for use by the Company, in the operation of its business, including, but not limited to (a) all issued Patents and pending Patent applications, registered Marks, pending applications for registration of Marks, unregistered Marks, registered Copyrights of the Company and the record owner, registration or application date, serial or registration number, and jurisdiction of such registration or application of each such item of Intellectual Property, (b) all Software developed by or for the Company and (c) any Software not exclusively owned by the Company and incorporated, embedded or bundled with any Software listed in clause (b) above (except for commercially available software and so-called "shrink wrap" software licensed to the Company on reasonable terms through commercial distributors or in consumer retail stores for a license fee of no more than $10,000).

(iii) The Company is the exclusive owner of or has a valid and enforceable right to use all Intellectual Property listed for the Company in Schedule 2.01(m) (and any other Intellectual Property required to be listed in Schedule 2.01(m)) as the same are used, sold, licensed and otherwise commercially exploited by the Company, free and clear of all Liens, and no such Intellectual Property has been abandoned. The Intellectual Property owned by the Company and the Intellectual Property licensed to it pursuant to valid and enforceable written license agreements include all of the Intellectual Property necessary and sufficient to enable the Company to conduct its business in the manner in which such business is currently being conducted. The Intellectual Property owned by the Company and its rights in and to such Intellectual Property are valid and enforceable.

(iv) The Company has not received, and is not aware of, any written or oral notice of any reasonable basis for an allegation against the Company of any infringement, misappropriation, or violation by the Company of any rights of any third party with respect to any Intellectual Property, and the Company is not aware of any reasonable basis for any claim challenging the ownership, use, validity or enforceability of any Intellectual Property owned, used or held for use by the Company. The Company does not have any knowledge (a) of any third-party use of any Intellectual Property owned by or exclusively licensed to the Company, (b) that any third-party has a right to use any such Intellectual Property, or (c) that any third party is infringing, misappropriating, or otherwise violating (or has infringed, misappropriated or violated) any such Intellectual Property.

(v) The Company has not infringed, misappropriated or otherwise violated any Intellectual Property rights of any third parties, and the Company is not aware of any infringement, misappropriation or violation of any third party rights which will occur as a result of the continued operation of the Company as presently operated and/or the consummation of the transaction contemplated by this Agreement.

(vi) The Company has taken adequate security measures to protect the confidentiality and value of its Trade Secrets (and any confidential information owned by a third party to whom the Company has a confidentiality obligation).

(vii) The consummation of the transactions contemplated by this Agreement will not adversely affect the right of the Company to own or use any Intellectual Property owned, used or held for use by it.

(viii) All necessary registration, maintenance, renewal and other relevant filing fees in connection with any of the Intellectual Property owned by the Company and listed (or required to be listed) on Schedule 2.01(m) have been timely paid and all necessary registrations, documents, certificates and other relevant filings in connection with such Intellectual Property have been timely filed with the relevant governmental authorities in the United States or foreign jurisdictions, as the case may be, for the purpose of maintaining such Intellectual Property and all issuances, registrations and applications therefor. There are no annuities, payments, fees, responses to office actions or other filings necessary to be made and having a due date with respect to any such Intellectual Property within ninety (90) days after the date of this Agreement.

(n) Undisclosed Liabilities

. The Company has no liabilities or obligations of any nature (whether fixed or unfixed, secured or unsecured, known or unknown and whether absolute, accrued, contingent, or otherwise) except for liabilities or obligations disclosed to Pubco incurred in the ordinary course of business or such liabilities or obligations disclosed in Schedule 2.01(g).

(o) Board Recommendation

. The Board of Directors of the Company has unanimously determined that the terms of the Asset Purchase are fair to and in the best interests of the Note Holders of the Company.

(q) Material Agreements.

(i) Schedule 2.01(q) lists the following contracts and other agreements ("**Material Agreements**") to which either the Company or the Note Holders are a party: (a) any agreement (or group of related agreements) for the lease of real or personal property, including capital leases, to or from any person providing for annual lease payments in excess of $25,000 (b) any licensing agreement, or any agreement forming a partnership, strategic alliances, profit sharing or joint venture; (c) any agreement (or group of related agreements) under which it has created, incurred, assumed, or guaranteed any indebtedness for borrowed money in excess of $25,000, or under which a security interest has been imposed on any of its assets, tangible or intangible; (d) any profit sharing, stock option, stock purchase, stock appreciation, deferred compensation, severance, or other material plan or arrangement for the benefit of its current or former officers and managers or any of the Company's employees; (e) any employment or independent contractor agreement providing annual compensation in excess of $25,000 or providing post-termination or severance payments or benefits or that cannot be cancelled without more than 30 days' notice; (f) any agreement with any current or former officer, director, shareholder or affiliate of the Company; (g) any agreements relating to the acquisition (by merger, purchase of stock or assets or otherwise) by the Company of any operating business or material assets or the capital stock of any other person; (h) any agreements for the sale of any of the assets of the Company, other than in the ordinary course of business; (i) any outstanding agreements of guaranty, surety or indemnification, direct or indirect, by the Company; (j) any royalty agreements, licenses or other agreements relating to Intellectual Property (excluding licenses pertaining to "off-the-shelf" commercially available software used pursuant to shrink-wrap or click-through license agreements on reasonable terms for a license fee of no more than $10,000); and (k) any other agreement under which the consequences of a default or termination could reasonably be expected to have a material adverse effect on the Company.

(ii) The Company has made available to Pubco either an original or a correct and complete copy of each written Material Agreement. Except as set forth on Schedule 2.01(q), with respect to each Material Agreement to which the Company or the Note Holders are a party thereto: (a) the agreement is the legal, valid, binding, enforceable obligation of the Company or any of the Note Holders and is in full force and effect in all material respects, subject to bankruptcy and equitable remedies exceptions; (b)(X) neither the Company nor the Note Holders party thereto is in material breach or default thereof, (Y) no event has occurred which, with notice or lapse of time, would constitute a material breach or default of, or permit termination, modification, or acceleration under, the Material Agreement; or (Z) the Company has not received any notice or has any knowledge that any other party is, in default in any respect under any Material Agreement; and (c) neither the Company nor the Note Holders have repudiated any material provision of the agreement.

(r) Material Contract Defaults

. The Company is not, or has not, received any notice or has any knowledge that any other party is, in default in any respect under any Company Material Contract; and there has not occurred any event that with the lapse of time or the giving of notice or both would constitute such a material default. For purposes of this Agreement, a "**Company Material Contract**" means any contract, agreement or commitment that is effective as of the Closing Date to which the Company or the Note Holders are a party (i) with expected receipts or expenditures in excess of $25,000, (ii) requiring the Company or the Note Holders to indemnify any person, (iii) granting exclusive rights to any party, (iv) evidencing indebtedness for borrowed or loaned money in excess of $25,000 or more, including guarantees of such indebtedness, or (v) which, if breached by the Company or the Note Holders in such a manner would (A) permit any other party to cancel or terminate the same (with or without notice of passage of time) or (B) provide a basis for any other party to claim money damages (either individually or in the aggregate with all other such claims under that contract) from the Company or the Note Holders or (C) give rise to a right of acceleration of any material obligation or loss of any material benefit under any such contract, agreement or commitment.

(s) Tax Returns and Tax Payments.

(i) The Company has timely filed with the appropriate taxing authorities all Tax Returns required to be filed by it (taking into account all applicable extensions). All such Tax Returns are true, correct and complete in all respects. All Taxes due and owing by the Company have been paid (whether or not shown on any Tax Return and whether or not any Tax Return was required). Since the Balance Sheet Date, the Company has not incurred any liability for Taxes outside the ordinary course of business consistent with past custom and practice. As of the Closing Date, the unpaid Taxes of the Company will not exceed the reserve for Tax liability (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the books and records of the Company.

(ii) No material claim for unpaid Taxes has been made or become a Lien against the property of the Company or is being asserted against the Company, and no extension of the statute of limitations on the assessment of any Taxes has been granted to the Company and is currently in effect.

(iii) As used herein, "**Taxes**" shall mean all taxes of any kind, including, without limitation, those on or measured by or referred to as income, gross receipts, sales, use, ad valorem, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium value added, property or windfall profits taxes, customs, duties or similar fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed by any governmental authority, domestic or foreign. As used herein, "**Tax Return**" shall mean any return, report or statement required to be filed with any governmental authority with respect to Taxes.

(t) Environmental Matters

. The Company is in compliance with all Environmental Laws in all material respects. The Company holds all permits and authorizations required under applicable Environmental Laws, unless the failure to hold such permits and authorizations would not have a material adverse effect on the Company, and is compliance with all terms, conditions and provisions of all such permits and authorizations in all material respects. No releases of Hazardous Materials have occurred at, from, in, to, on or under any real property currently or formerly owned, operated or leased by the Company or any predecessor thereof and no Hazardous Materials are present in, on, about or migrating to or from any such property which could result in any liability to the Company. The Company has not transported or arranged for the treatment, storage, handling, disposal, or transportation of any Hazardous Material to any off-site location which could result in any liability to the Company. The Company has no liability, absolute or contingent, under any Environmental Law that if enforced or collected would have a material adverse effect on the Company. "**Environmental Laws**" means all applicable foreign, federal, state and local statutes, rules, regulations, ordinances, orders, decrees and common law relating in any manner to contamination, pollution or protection of human health or the environment, and similar state laws. "**Hazardous Material**" means any toxic, radioactive, corrosive or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics, which in any event is regulated under any Environmental Law.

(u) Accounts Receivable

. All of the accounts receivable of the Company that are reflected in the accounting records of the Company as of the Closing Date (collectively, the "**Company Accounts Receivable**") represent or will represent valid obligations arising from sales actually made or services actually performed in the ordinary course of business and are not subject to any defenses, counterclaims, or rights of set off other than those arising in the ordinary course of business and for which adequate reserves have been established. The Company Accounts Receivable are fully collectible to the extent not reserved for on the balance sheet on which they are shown.

(v) Service Liability. Except as set forth on Schedule 2.01(v), the Company (i) does not have any liability to any customer or client for any service provided by the Company prior to the date hereof, and (ii) does not have any material liability arising out of any services provided, and to the Company's knowledge, no claims are pending with respect to any services provided, by or on behalf of the Company.

(w) Compliance With Anti-Corruption Laws. Neither the Company nor to the knowledge of the Company, any director, officer, agent, employee or other person acting on behalf of the Company has, in the course of its actions for, or on behalf of, the Company (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any applicable U.S. laws; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

(x) OFAC. Neither the Company, nor to the knowledge of the Company, any director, officer, agent, employee, affiliate or person acting on behalf of the Company, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

(y) Full Disclosure. All of the representations and warranties made by the Company in this Agreement, and all statements set forth in the certificates delivered by the Company at the Closing pursuant to this Agreement, are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such representations, warranties or statements, in light of the circumstances under which they were made, misleading. The copies of all documents furnished by the Company pursuant to the terms of this Agreement are complete and accurate copies of the original documents. The schedules, certificates, and any and all other statements and information, whether furnished in written or electronic form, to Pubco or its representatives by or on behalf of any of the Company or its affiliates in connection with the negotiation of this Agreement and the transactions contemplated hereby do not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained therein not misleading.

2.02 Representations and Warranties of Pubco

. Except as set forth in the disclosure schedule delivered by Pubco to the Company at the time of execution of this Agreement (the "**Pubco Disclosure Schedule**"), Pubco represents and warrants to the Company and the Note Holders as follows:

(a) Organization, Standing and Corporate Power

. Pubco is duly organized, validly existing and in good standing under the laws of the State of Nevada and has the requisite corporate power and authority and all government licenses, authorizations, permits, consents and approvals required to own, lease and operate its properties and carry on its business as now being conducted. Pubco is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary, other than in such jurisdictions where the failure to be so qualified or licensed (individually or in the aggregate) would not have a material adverse effect with respect to Pubco. Shares of common stock of Pubco, par value $0.001 ("**Pubco Common Stock**"), are quoted on the OTC Bulletin Board under the symbol "**BRZL**."

(b) Subsidiaries

. Pubco does not own directly or indirectly, any equity or other ownership interest in any company, corporation, partnership, joint venture or otherwise.

(c) Capital Structure of Pubco

. As of the date of this Agreement, the authorized capital stock of Pubco consists of 150,000,000 shares of Pubco Common Stock, $0.001 par value, of which approximately 51,776,017 shares of Pubco Common Stock are issued and outstanding and no shares of Pubco Common Stock are issuable upon the exercise of warrants, convertible notes, options or otherwise except as set forth in the Pubco Documents (as defined herein). Except as set forth above, no shares of capital stock or other equity securities of Pubco are issued, reserved for issuance or outstanding. All shares which may be issued pursuant to this Agreement will be, when issued, duly authorized, validly issued, fully paid and non-assessable, not subject to preemptive rights, and issued in compliance with all applicable state and federal laws concerning the issuance of securities.

(d) Corporate Authority; Non-contravention

. Pubco has all requisite corporate and other power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Pubco and the consummation by Pubco of the transactions contemplated hereby have been (or at Closing will have been) duly authorized by all necessary corporate action on the part of Pubco. This Agreement has been duly executed and when delivered by Pubco shall constitute a valid and binding obligation of Pubco, enforceable against Pubco in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity. The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated by this Agreement and compliance with the provisions hereof will not, conflict with, or result in any breach or violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of or "put" right with respect to any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of Pubco under, (i) its articles of incorporation, bylaws, or other charter documents of Pubco (ii) any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise or license applicable to Pubco, its properties or assets, or (iii) subject to the governmental filings and other matters referred to in the following sentence, any judgment, order, decree, statute, law, ordinance, rule, regulation or arbitration award applicable to Pubco, its properties or assets, other than, in the case of clauses (ii) and (iii), any such conflicts, breaches, violations, defaults, rights, losses or Liens that individually or in the aggregate could not have a material adverse effect with respect to Pubco or could not prevent, hinder or materially delay the ability of Pubco to consummate the transactions contemplated by this Agreement.

(e) Government Authorization

. No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any Governmental Entity, is required by or with respect to Pubco in connection with the execution and delivery of this Agreement by Pubco, or the consummation by Pubco of the transactions contemplated hereby, except, with respect to this Agreement, any filings under the Nevada Statutes, the Securities Act or the Exchange Act.

(f) Financial Statements

. The financial statements of Pubco included in the reports, schedules, forms, statements and other documents filed by Pubco (collectively, and in each case including all exhibits and schedules thereto and documents incorporated by reference therein, the "**Pubco Documents**"), comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with U.S. generally accepted accounting principles (except, in the case of unaudited quarterly statements, as permitted) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present the financial position of Pubco as of the dates thereof and the results of operations and changes in cash flows for the periods then ended (subject, in the case of unaudited quarterly statements, to normal year-end audit adjustments as determined by Pubco's independent accountants). Except as set forth in the Pubco Documents, at the date of the most recent audited financial statements of Pubco included in the Pubco Documents, Pubco has not incurred any liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) which, individually or in the aggregate, could reasonably be expected to have a material adverse effect with respect to Pubco.

(g) Absence of Certain Changes or Events

. Except as disclosed in the Pubco Documents or as set forth on Schedule 2.02(g), since the date of the most recent financial statements included in the Pubco Documents, Pubco has conducted its business only in the ordinary course consistent with past practice in light of its current business circumstances, and there is not and has not been any:

(i) material adverse change with respect to Pubco;

(ii) event which, if it had taken place following the execution of this Agreement, would not have been permitted by Section 3.01 without prior consent of the Company;

(iii) condition, event or occurrence which could reasonably be expected to prevent, hinder or materially delay the ability of Pubco to consummate the transactions contemplated by this Agreement;

(iv) incurrence, assumption or guarantee by Pubco of any indebtedness for borrowed money other than in the ordinary course and in amounts and on terms consistent with past practices or as disclosed to the Company in writing;

(v) creation or other incurrence by Pubco of any Lien on any asset other than in the ordinary course consistent with past practices;

(vi) transaction or commitment made, or any contract or agreement entered into, by Pubco relating to its assets or business (including the acquisition or disposition of any assets) or any relinquishment by Pubco of any contract or other right, in either case, material to Pubco, other than transactions and commitments in the ordinary course consistent with past practices and those contemplated by this Agreement;

(vii) labor dispute, other than routine, individual grievances, or, to the knowledge of Pubco, any activity or proceeding by a labor union or representative thereof to organize any employees of Pubco or any lockouts, strikes, slowdowns, work stoppages or threats by or with respect to such employees;

(viii) payment, prepayment or discharge of liability other than in the ordinary course of business or any failure to pay any liability when due;

(ix) write-offs or write-downs of any assets of Pubco;

(x) creation, termination or amendment of, or waiver of any right under, any material contract of Pubco;

(xi) damage, destruction or loss having, or reasonably expected to have, a material adverse effect on Pubco;

(xii) other condition, event or occurrence which individually or in the aggregate could reasonably be expected to have a material adverse effect or give rise to a material adverse change with respect to Pubco; or

(h) Certain Fees

. No brokerage or finder's fees or commissions are or will be payable by Pubco to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions contemplated by this Agreement.

(i) Litigation; Labor Matters; Compliance with Laws

(i) There is no suit, action or proceeding or investigation pending or, to the knowledge of Pubco, threatened against or affecting Pubco or any basis for any such suit, action, proceeding or investigation that, individually or in the aggregate, could reasonably be expected to have a material adverse effect with respect to Pubco or prevent, hinder or materially delay the ability of Pubco to consummate the transactions contemplated by this Agreement, nor is there any judgment, decree, injunction, rule or order of any Governmental Entity or arbitrator outstanding against Pubco having, or which, insofar as reasonably could be foreseen by Pubco, in the future could have, any such effect.

(ii) Pubco is not a party to, or bound by, any collective bargaining agreement, contract or other agreement or understanding with a labor union or labor organization, nor is it the subject of any proceeding asserting that it has committed an unfair labor practice or seeking to compel it to bargain with any labor organization as to wages or conditions of employment nor is there any strike, work stoppage or other labor dispute involving it pending or, to its knowledge, threatened, any of which could have a material adverse effect with respect to Pubco.

(iii) The conduct of the business of Pubco complies with all statutes, laws, regulations, ordinances, rules, judgments, orders, decrees or arbitration awards applicable thereto.

(j) Benefit Plans

. Pubco is not a party to any Benefit Plan under which Pubco currently has an obligation to provide benefits to any current or former employee, officer or director of Pubco.

(k) Certain Employee Payments

. Pubco is not a party to any employment agreement which could result in the payment to any current, former or future director or employee of Pubco of any money or other property or rights or accelerate or provide any other rights or benefits to any such employee or director as a result of the transactions contemplated by this Agreement, whether or not (i) such payment, acceleration or provision would constitute a "parachute payment" (within the meaning of Section 280G of the Code), or (ii) some other subsequent action or event would be required to cause such payment, acceleration or provision to be triggered.

(l) Material Contract Defaults

. Pubco is not, or has not, received any notice or has any knowledge that any other party is, in default in any respect under any Pubco Material Contract; and there has not occurred any event that with the lapse of time or the giving of notice or both would constitute such a material default. For purposes of this Agreement, a "**Pubco Material Contract**" means any contract, agreement or commitment that is effective as of the Closing Date to which Pubco is a party (i) with expected receipts or expenditures in excess of $25,000, (ii) requiring Pubco to indemnify any person, (iii) granting exclusive rights to any party, (iv) evidencing indebtedness for borrowed or loaned money in excess of $25,000 or more, including guarantees of such indebtedness, or (v) which, if breached by Pubco in such a manner would (A) permit any other party to cancel or terminate the same (with or without notice of passage of time) or (B) provide a basis for any other party to claim money damages (either individually or in the aggregate with all other such claims under that contract) from Pubco or (C) give rise to a right of acceleration of any material obligation or loss of any material benefit under any such contract, agreement or commitment.

(m) Properties

. Pubco has valid land use rights for all real property that is material to its business and good, clear and marketable title to all the tangible properties and tangible assets reflected in the latest balance sheet as being owned by Pubco or acquired after the date thereof which are, individually or in the aggregate, material to Pubco's business (except properties sold or otherwise disposed of since the date thereof in the ordinary course of business), free and clear of all material Liens, encumbrances, claims, security interest, options and restrictions of any nature whatsoever. Any real property and facilities held under lease by Pubco are held by them under valid, subsisting and enforceable leases of which Pubco is in compliance, except as could not, individually or in the aggregate, have or reasonably be expected to result in a material adverse effect.

(n) Intellectual Property

. Pubco owns or has valid rights to use the Trademarks, trade names, domain names, copyrights, patents, logos, licenses and computer software programs (including, without limitation, the source codes thereto) that are necessary for the conduct of its business as now being conducted. All of Pubco's licenses to use Software programs are current and have been paid for the appropriate number of users. To the knowledge of Pubco, none of Pubco's Intellectual Property or Pubco License Agreements infringe upon the rights of any third party that may give rise to a cause of action or claim against Pubco or its successors. The term "**Pubco License Agreements**" means any license agreements granting any right to use or practice any rights under any Intellectual Property (except for such agreements for off-the-shelf products that are generally available for less than $10,000), and any written settlements relating to any Intellectual Property, to which the Company is a party or otherwise bound

(o) Board Determination

. The Board of Directors of Pubco has unanimously determined that the terms of the Asset Purchase are fair to and in the best interests of Pubco and its shareholders.

(p) Undisclosed Liabilities

. Pubco has no liabilities or obligations of any nature (whether fixed or unfixed, secured or unsecured, known or unknown and whether absolute, accrued, contingent, or otherwise) except for liabilities or obligations reflected or reserved against in the Pubco SEC Documents incurred in the ordinary course of business.

(q) Compliance With Anti-Corruption Laws. Neither Pubco nor to the knowledge of Pubco, any director, officer, agent, employee or other person acting on behalf of Pubco has, in the course of its actions for, or on behalf of, Pubco (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any applicable U.S. laws; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

(r) OFAC. Neither Pubco, nor to the knowledge of Pubco, any director, officer, agent, employee, affiliate or person acting on behalf of Pubco, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

(s) Money Laundering Laws. The operations of Pubco are and have been conducted at all times in compliance with all Money Laundering Laws, and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving Pubco with respect to Money Laundering Laws is pending or, to the best knowledge of Pubco, threatened.

(t) Full Disclosure

. All of the representations and warranties made by Pubco in this Agreement, and all statements set forth in the certificates delivered by Pubco at the Closing pursuant to this Agreement, are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such representations, warranties or statements, in light of the circumstances under which they were made, misleading. The copies of all documents furnished by Pubco pursuant to the terms of this Agreement are complete and accurate copies of the original documents. The schedules, certificates, and any and all other statements and information, whether furnished in written or electronic form, to the Company or its representatives by or on behalf of Pubco and the Pubco Stockholders in connection with the negotiation of this Agreement and the transactions contemplated hereby do not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained therein not misleading.

2.03 Representations and Warranties of Note Holders

. The Note Holders jointly and severally represent and warrant to Pubco as follows:

(a) Power of Note Holders to Execute Agreement

. The Note Holders have the full right, power, and authority to execute, deliver, and perform this Agreement, and this Agreement is the legal binding obligation of the Note Holders and is enforceable against the Note Holders in accordance with its terms, except that (i) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect relating to creditors' rights, and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

(c) Agreement Not in Breach of Other Instruments Affecting Note Holders

. The execution and delivery of this Agreement, the consummation of the transactions hereby contemplated, and the fulfillment of the terms hereof will not result in the breach of any term or provisions of, or constitute a default under, or conflict with, or cause the acceleration of any obligation under any agreement or other instrument of any description to which the Note Holders are a party or by which the Note Holders are bound, or any judgment, decree, order, or award of any court, governmental body, or arbitrator or any applicable law, rule, or regulation.

(d) Accuracy of Statements

. Neither this Agreement nor any statement, list, certificate, or any other agreement executed in connection with this Agreement or other information furnished or to be furnished by the Note Holders to Pubco in connection with this Agreement or any of the transactions contemplated hereby contains or will contain an untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein, in light of circumstances in which they are made, not misleading.

ARTICLE III

COVENANTS RELATING TO CONDUCT OF BUSINESS PRIOR TO EXCHANGE

3.01 Conduct of the Company and Pubco

. From the date of this Agreement and until the Closing Date, or until the prior termination of this Agreement, the Company and Pubco shall not, unless mutually agreed to in writing:

(a) engage in any transaction, except in the normal and ordinary course of business, or create or suffer to exist any Lien upon any of their respective assets or which will not be discharged in full prior to the Closing Date;

(b) sell, assign or otherwise transfer any of their assets, or cancel or compromise any debts or claims relating to their assets, other than for fair value, in the ordinary course of business, and consistent with past practice;

(c) fail to use reasonable efforts to preserve intact their present business organizations, keep available the services of their employees and preserve its material relationships with customers, suppliers, licensors, licensees, distributors and others, to the end that its good will and ongoing business not be impaired prior to the Closing Date;

(d) except for matters related to complaints by former employees related to wages, suffer or permit any material adverse change to occur with respect to the Company and Pubco or their business or assets; or

(e) make any material change with respect to their business in accounting or bookkeeping methods, principles or practices, except as required by GAAP.

ARTICLE IV

ADDITIONAL AGREEMENTS

4.01 Access to Information; Confidentiality

(a) The Company shall, and shall cause its officers, employees, counsel, financial advisors and other representatives to, afford to Pubco and its representatives reasonable access during normal business hours during the period prior to the Closing Date to its properties, books, contracts, commitments, personnel and records and, during such period, the Company shall, and shall cause its officers, employees and representatives to, furnish promptly to Pubco all information concerning its business, properties, financial condition, operations and personnel as such other party may from time to time reasonably request. For the purposes of determining the accuracy of the representations and warranties of Pubco set forth herein and compliance by Pubco of its obligations hereunder, during the period prior to the Closing Date, Pubco shall provide the Company and its representatives with reasonable access during normal business hours to its properties, books, contracts, commitments, personnel and records as may be necessary to enable the Company to confirm the accuracy of the representations and warranties of Pubco set forth herein and compliance by Pubco of its obligations hereunder, and,

during such period, Pubco shall, and shall cause its officers, employees and representatives to, furnish promptly to the Company upon its request (i) a copy of each report, schedule, registration statement and other document filed by it during such period pursuant to the requirements of federal or state securities laws and (ii) all other information concerning its business, properties, financial condition, operations and personnel as such other party may from time to time reasonably request. Except as required by law, each of the Company and Pubco will hold, and will cause its respective directors, officers, employees, accountants, counsel, financial advisors and other representatives and affiliates to hold, any nonpublic information in confidence.

(b) No investigation pursuant to this Section 4.01 shall affect any representations or warranties of the parties herein or the conditions to the obligations of the parties hereto.

4.02 Best Efforts

. Upon the terms and subject to the conditions set forth in this Agreement, each of the parties agrees to use its best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Asset Purchase and the other transactions contemplated by this Agreement. Pubco and the Company shall mutually cooperate in order to facilitate the achievement of the benefits reasonably anticipated from the Asset Purchase.

4.03 Public Announcements

. Pubco, on the one hand, and the Company, on the other hand, will consult with each other before issuing, and provide each other the opportunity to review and comment upon, any press release or other public statements with respect to the transactions contemplated by this Agreement and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable law or court process. The parties agree that the initial press release or releases to be issued with respect to the transactions contemplated by this Agreement shall be mutually agreed upon prior to the issuance thereof.

4.04 Expenses

. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

4.05 No Solicitation

. Except as previously agreed to in writing by the other party, neither the Company nor Pubco shall authorize or permit any of its officers, directors, agents, representatives, or advisors to (a) solicit, initiate or encourage or take any action to facilitate the submission of inquiries, proposals or offers from any person relating to any matter concerning any exchange, merger, consolidation, business combination, recapitalization or similar transaction involving the Company or Pubco, respectively, other than the transaction contemplated by this Agreement or any other transaction the consummation of which would or could reasonably be expected to impede, interfere with, prevent or delay the Asset Purchase or which would or could be expected to dilute the benefits to either the Company or Pubco of the transactions contemplated hereby. The Company or Pubco will immediately cease and cause to be terminated any existing activities, discussions and negotiations with any parties conducted heretofore with respect to any of the foregoing.

4.06 Post-Closing Delivery of the Shares Certificates

. Within three (3) business days of the Closing Date, Pubco shall have taken all action necessary to have the Share certificates delivered to the Share holders of Company.

ARTICLE V

CONDITIONS PRECEDENT

5.01 Conditions to Each Party's Obligation to Effect the Asset Purchase

. The obligation of each party to effect the Asset Purchase and otherwise consummate the transactions contemplated by this Agreement is subject to the satisfaction, at or prior to the Closing, of each of the following conditions:

(a) No Restraints

. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the Asset Purchase shall have been issued by any court of competent jurisdiction or any other Governmental Entity having jurisdiction and shall remain in effect, and there shall not be any applicable legal requirement enacted, adopted or deemed applicable to the Asset Purchase that makes consummation of the Asset Purchase illegal.

(b) Governmental Approvals

. All authorizations, consents, orders, declarations or approvals of, or filings with, or terminations or expirations of waiting periods imposed by, any Governmental Entity having jurisdiction which the failure to obtain, make or occur would have a material adverse effect on Pubco or the Company shall have been obtained, made or occurred.

(c) No Litigation

. There shall not be pending or threatened any suit, action or proceeding before any court, Governmental Entity or authority (i) pertaining to the transactions contemplated by this Agreement or (ii) seeking to prohibit or limit the ownership or operation by the Company, Pubco or any of its subsidiaries, or to dispose of or hold separate any material portion of the business or assets of the Company or Pubco.

(d) Note Holders Approval

. The Note Holders shall have adopted and approved this Agreement and the Asset Purchase in accordance with applicable law.

5.02 Conditions Precedent to Obligations of Pubco

. The obligation of Pubco to effect the Asset Purchase and otherwise consummate the transactions contemplated by this Agreement are subject to the satisfaction, at or prior to the Closing, of each of the following conditions:

(a) Representations, Warranties and Covenants

. The representations and warranties of the Company and the Note Holders in this Agreement shall be true and correct in all material respects (except for such representations and warranties that are qualified by their terms by a reference to materiality or material adverse effect, which representations and warranties as so qualified shall be true and correct in all respects) both when made and on and as of the Closing Date, and (ii) the Company and the Note Holders shall each have performed and complied in all material respects with all covenants, obligations and conditions of this Agreement required to be performed and complied with by each of them prior to the Closing Date.

(b) Consents

. Pubco shall have received evidence, in form and substance reasonably satisfactory to it, that such licenses, permits, consents, approvals, authorizations, qualifications and orders of governmental authorities and other third parties as necessary in connection with the transactions contemplated hereby have been obtained.

(c) Officer's Certificate of the Company

. Pubco shall have received a certificate executed on behalf of the Company by an executive officer of the Company confirming that the conditions set forth in Sections 5.02(a) and 5.02(d) have been satisfied.

(d) No Material Adverse Change

. There shall not have occurred any change in the business, condition (financial or otherwise), results of operations or assets (including intangible assets) and properties of the Company that, individually or in the aggregate, could reasonably be expected to have a material adverse effect on the Company.

(e) Selling Shareholder Representation Letter

. The Note Holders shall have executed and delivered to Pubco a shareholder representation letter in substantially the form attached hereto as Exhibit B, and Pubco shall be reasonably satisfied that the issuance of the Shares pursuant to the terms of this Agreement is exempt from the registration requirements of the Securities Act.

(f) Bill of Sale and Assignment and Assumption Agreement

. The Company shall deliver any and all instruments necessary to effect the Transfer of the Purchased Assets, including, without limitation, a Bill of Sale in the form of Exhibit D attached hereto, and an Assignment and Assumption Agreement in the form of Exhibit E attached hereto.

(g) Secretary's Certificate of the Company

. Pubco shall have received a certificate, dated as of the Closing Date, from the Secretary of the Company, certifying (i) as to the incumbency and signatures of the officers of the Company, who shall execute this Agreement and documents at the Closing and (ii) that attached thereto is a true and complete copy of (A) the articles or certificate of incorporation of the Company and all amendments thereto, (B) the bylaws of the Company and all amendments thereto, and (C) resolutions of the Board of Directors of the Company and its shareholders authorizing the execution, delivery and performance of this Agreement by the Company.

(h) Due Diligence Investigation

. Pubco shall be reasonably satisfied with the results of its due diligence investigation of the Company in its sole and absolute discretion.

5.03 Conditions Precedent to Obligation of the Company

. The obligation of the Company to effect the Asset Purchase and otherwise consummate the transactions contemplated by this Agreement is subject to the satisfaction, at or prior to the Closing, of each of the following conditions:

(a) Representations, Warranties and Covenants

. The representations and warranties of Pubco in this Agreement shall be true and correct in all material respects (except for such representations and warranties that are qualified by their terms by a reference to materiality or material adverse effect, which representations and warranties as so qualified shall be true and correct in all respects) both when made and on and as of the Closing Date, and (ii) Pubco shall have performed and complied in all material respects with all covenants, obligations and conditions of this Agreement required to be performed and complied with by it prior to the Closing Date.

(b) Consents

. The Company shall have received evidence, in form and substance reasonably satisfactory to it, that such licenses, permits, consents, approvals, authorizations, qualifications and orders of governmental authorities and other third parties as necessary in connection with the transactions contemplated hereby have been obtained.

(c) Officer's Certificate of Pubco

. The Company shall have received a certificate executed on behalf of Pubco by an executive officer of Pubco, confirming that the conditions set forth in Sections 5.03(a) and 5.03(d) have been satisfied.

(d) No Material Adverse Change

. There shall not have occurred any change in the business, condition (financial or otherwise), results of operations or assets (including intangible assets) and properties of Pubco that, individually or in the aggregate, could reasonably be expected to have a material adverse effect on Pubco.

(e) Board Resolutions

. The Company shall have received resolutions duly adopted by Pubco's Board of Directors approving the execution, delivery and performance of the Agreement and the transactions contemplated by the Agreement.

ARTICLE VI

TERMINATION, AMENDMENT AND WAIVER

6.01 Termination

. This Agreement may be terminated and abandoned at any time prior to the Closing Date:

(a) by mutual written consent of Pubco and the Company;

(b) by either Pubco or the Company if any Governmental Entity shall have issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the Asset Purchase and such order, decree, ruling or other action shall have become final and non-appealable;

(c) by either Pubco or the Company if the Asset Purchase shall not have been consummated on or before September 30, 2013 (other than as a result of the failure of the party seeking to terminate this Agreement to perform its obligations under this Agreement required to be performed at or prior to the Closing Date);

(d) by Pubco, if a material adverse change shall have occurred relative to the Company (and not curable within thirty (30) days);

(e) by the Company if a material adverse change shall have occurred relative to Pubco (and not curable within thirty (30) days);

(f) by Pubco, if the Company willfully fails to perform in any material respect any of its material obligations under this Agreement; or

(g) by the Company, if Pubco willfully fails to perform in any material respect any of its obligations under this Agreement.

6.02 Effect of Termination

. In the event of termination of this Agreement by either the Company or Pubco as provided in Section 6.01, this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of Pubco or the Company, other than the provisions of the last sentence of Section 4.01(a) and this Section 6.02. Nothing contained in this Section shall relieve any party for any breach of the representations, warranties, covenants or agreements set forth in this Agreement.

6.03 Amendment

. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties upon approval by the party, if such party is an individual, and upon approval of the Boards of Directors of each of the parties that are corporate entities.

6.04 Extension; Waiver

. Subject to Section 6.01(c), at any time prior to the Closing Date, the parties may (a) extend the time for the performance of any of the obligations or other acts of the other parties, (b) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement, or (c) waive compliance with any of the agreements or conditions contained in this Agreement. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

6.05 Return of Documents

. In the event of termination of this Agreement for any reason, Pubco and the Company will return to the other party all of the other party's documents, work papers, and other materials (including copies) relating to the transactions contemplated in this Agreement, whether obtained before or after execution of this Agreement. Pubco and the Company will not use any information so obtained from the other party for any purpose and will take all reasonable steps to have such other party's information kept confidential.

ARTICLE VII

INDEMNIFICATION AND RELATED MATTERS

7.01 Survival of Representations and Warranties

. The representations and warranties in this Agreement or in any instrument delivered pursuant to this Agreement shall survive until twelve (12) months after the Closing Date (except for with respect to Taxes which shall survive for the applicable statute of limitations plus 90 days, and covenants that by their terms survive for a longer period).

7.02 Indemnification

(a) Pubco shall indemnify and hold the Note Holders and the Company harmless for, from and against any and all liabilities, obligations, damages, losses, deficiencies, costs, penalties, interest and expenses (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever) (collectively, "**Losses**") to which Pubco may become subject resulting from or arising out of any breach of a representation, warranty or covenant made by Pubco as set forth herein.

(b) The Company and the Note Holders shall jointly indemnify and hold Pubco and Pubco's officers and directors ("**Pubco's Representatives**") harmless for, from and against any and all Losses to which Pubco or Pubco's Representatives may become subject resulting from or arising out of (1) any breach of a representation, warranty or covenant made by the Company or Note Holders as set forth herein; or (2) any and all liabilities arising out of or in connection with: (A) any of the assets of the Company prior to the Closing; or (B) the operations of the Company prior to the Closing.

7.03 Notice of Indemnification

. Promptly after the receipt by any indemnified party (the "**Indemnitee**") of notice of the commencement of any action or proceeding against such Indemnitee, such Indemnitee shall, if a claim with respect thereto is or may be made against any indemnifying party (the "**Indemnifying Party**") pursuant to this Article VII, give such Indemnifying Party written notice of the commencement of such action or proceeding and give such Indemnifying Party a copy of such claim and/or process and all legal pleadings in connection therewith. The failure to give such notice shall not relieve any Indemnifying Party of any of its indemnification obligations contained in this Article VII, except where, and solely to the extent that, such failure actually and materially prejudices the rights of such Indemnifying Party. Such Indemnifying Party shall have, upon request within thirty (30) days after receipt of such notice, but not in any event after the settlement or compromise of such claim, the right to defend, at its own expense and by its own counsel reasonably acceptable to the Indemnitee, any such matter involving the asserted liability of the Indemnitee; provided, however, that if the Indemnitee determines that there is a reasonable probability that a claim may materially and adversely affect it, other than solely as a result of money payments required to be reimbursed in full by such Indemnifying Party under this Article VII or if a conflict of interest exists between Indemnitee and the Indemnifying Party, the Indemnitee shall have the right to defend, compromise or settle such claim or suit; and, provided, further, that such settlement or compromise shall not, unless consented to in writing by such Indemnifying Party, which shall not be unreasonably withheld, be conclusive as to the liability of such Indemnifying Party to the Indemnitee. In any event, the Indemnitee, such Indemnifying Party and its counsel shall cooperate in the defense against, or compromise of, any such asserted liability, and in cases where the Indemnifying Party shall have assumed the defense, the Indemnitee shall have the right to participate in the defense of such asserted liability at the Indemnitee's own expense. In the event that such Indemnifying Party shall decline to participate in or assume the defense of such action, prior to paying or settling any claim against which such Indemnifying Party is, or may be, obligated under this Article VII to indemnify an Indemnitee, the Indemnitee shall first supply such Indemnifying Party with a copy of a final court judgment or decree holding the Indemnitee liable on such claim or, failing such judgment or decree, the terms and conditions of the settlement or compromise of such claim. An Indemnitee's failure to supply such final court judgment or decree or the terms and conditions of a settlement or compromise to such Indemnifying Party shall not relieve such Indemnifying Party of any of its indemnification obligations contained in this Article VII, except where, and solely to the extent that, such failure actually and materially prejudices the rights of such Indemnifying Party. If the Indemnifying Party is defending the claim as set forth above, the Indemnifying Party shall have the right to settle the claim only with the consent of the Indemnitee.

ARTICLE VIII

GENERAL PROVISIONS

8.01 Notices

. Any and all notices and other communications hereunder shall be in writing and shall be deemed duly given to the party to whom the same is so delivered, sent or mailed at addresses and contact information set forth below (or at such other address for a party as shall be specified by like notice.) Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be deemed given and effective on the earliest of: (a) on the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto prior to 5:30 p.m. (Pacific Standard Time) on a business day, (b) on the next business day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto on a day that is not a business day or later than 5:30 p.m. (Pacific Standard Time) on any business day, (c) on the second business day following the date of mailing, if sent by a nationally recognized overnight courier service, or (d) if by personal delivery, upon actual receipt by the party to whom such notice is required to be given.
If to Pubco:

Scepter Holdings Inc. (f/k/a Brazos International Exploration, Inc.)
c/o Nevada Agency and Trust
50 West Liberty Street, Suite 880
Reno Nevada, 89501
Attention: President
Telephone No.: (775) 322-0626

with a copy to:

If to the Company:

Belfleur Inc.

Belfleur Inc.
14-900 Village Lane Suite 192
Okotoks AB T1S 1Z6
Attn: President

All Notices to the Note Holders shall be sent “care of” the Company.

8.02 Definitions

. For purposes of this Agreement, and in addition to other terms defined elsewhere in this Agreement, the following terms have the meaning assigned to them below:

(a) an “affiliate” of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person;

(b) “material adverse change” or “material adverse effect” means, when used in connection with the Company or Pubco, any change or effect that either individually or in the aggregate with all other such changes or effects is materially adverse to the business, assets, properties, condition (financial or otherwise) or results of operations of such party and its subsidiaries taken as a whole (after giving effect in the case of Pubco to the consummation of the Asset Purchase);

(c) “ordinary course of business” means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency);

(d) "person" means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization or other entity;

(e) "subsidiary" of any person means another person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, fifty percent (50%) or more of the equity interests of which) that is owned directly or indirectly by such first person; and

(f) "security interest" means any mortgage, pledge, lien, encumbrance, deed of trust, lease, charge, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any shareholder or similar agreement or any other security interest, other than (i) mechanic's, material men's, and similar liens, (ii) statutory liens for taxes not yet due and payable, (c) purchase money liens and liens securing rental payments under capital lease arrangements, (iii) pledges or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance or other similar social security legislation; and (iv) encumbrances, security deposits or reserves required by law or by any Governmental Entity.

8.03 Interpretation

. When a reference is made in this Agreement to a Section, Exhibit or Schedule, such reference shall be to a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

8.04 Entire Agreement; No Third-Party Beneficiaries

. This Agreement and the other agreements referred to herein constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement. This Agreement is not intended to confer upon any person other than the parties any rights or remedies.

8.05 Governing Law

. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

8.06 Assignment

. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

8.07 Enforcement

. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of the United States located in the State of Nevada, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto (a) agrees that it will not attempt to deny or defeat such personal jurisdiction or venue by motion or other request for leave from any such court, and (b) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any state court other than such court.

8.08 Severability

Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

8.09 Counterparts

This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement. This Agreement, to the extent delivered by means of a facsimile machine or electronic mail (any such delivery, an "**Electronic Delivery**"), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute original forms hereof and deliver them in person to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense related to lack of authenticity.

8.10 Attorneys Fees

In the event any suit or other legal proceeding is brought for the enforcement of any of the provisions of this Agreement, the parties hereto agree that the prevailing party or parties shall be entitled to recover from the other party or parties upon final judgment on the merits reasonable attorneys' fees, including attorneys' fees for any appeal, and costs incurred in bringing such suit or proceeding.

8.11 Currency

All references to currency in this Agreement shall refer to the lawful currency of the United States of America.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Agreement as of the date first above written.

Pubco:

Scepter Holdings Inc.

By: _____
Name: Sheryl Cousineau
Title: President

Company:

Belfleur Inc.

By: _____
Name: Dominic Colvin
Title: Director

BILL OF SALE AND ASSIGNMENT

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is entered into and effective as of September 11, 2015 by and between Belfleur Inc., a company organized under the laws Stateof Colorado ("Seller"), and Scepter Holdings, Inc., a Nevada corporation (f/k/a Brazos International Exploration, Inc.) ("Purchaser").

WHEREAS, Seller, Purchaser and the other signatories thereto are parties to an Asset Purchase Agreement, dated July 16, 2015(the "Purchase Agreement");

WHEREAS, the execution and delivery of this Bill of Sale is contemplated by Section 5.02(f) of the Purchase Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration set forth in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Sale of Purchased Assets. For true and lawful consideration paid to it by Purchaser, the sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser, all right, title and interest in and to all of the Purchased Assets, free and clear of all Liens. The sale, assignment, transfer, conveyance and delivery of the Purchased Assets made hereunder are made in accordance with and subject to the representations, warranties, covenants and provisions contained in the Agreement..

2. Further Assurances. Seller shall from time to time after the delivery of this Bill of Sale, at Purchaser's reasonable request and without further consideration, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances presented by Purchaser as reasonably necessary to more effectively consummate, confirm or evidence the sale, assignment, transfer, conveyance and delivery to Purchaser of the Purchased Assets as contemplated under the Purchase Agreement.

3. Conflict with the Purchase Agreement. In the event of a conflict between the terms and conditions of this Bill of Sale and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Bill of Sale, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof as provided and subject to the limitations set forth in the Purchase Agreement.

4. Power of Attorney. Seller hereby constitutes and appoints Purchaser, its successors and assigns, the true and lawful attorneys of Seller with full power of substitution, in the name of Seller or in the name and stead of Purchaser, but on behalf of and for the benefit of Seller, its successors and assigns:

(a) to collect, demand and receive any and all of the Purchased Assets transferred hereunder and to give receipts and releases for and in respect of the same;

(b) to institute and prosecute in Seller's names, or otherwise, for the benefit of Purchaser, any and all actions, suits or proceedings, at law, in equity or otherwise, which Purchaser may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Purchased Assets hereby sold and assigned to Purchaser or intended so to be, to defend or compromise any and all such actions, suits or proceedings in respect of any of the Purchased Assets, and to do all such acts and things in relation thereto as Purchaser shall deem advisable for the collection or reduction to possession of any of the Purchased Assets; and

(c) to take any and all other reasonable action designed to vest more fully in Purchaser the Purchased Assets hereby sold to Purchaser or intended so to be and in order to provide for Purchaser the benefit, use, enjoyment and possession of such Purchased Assets.

Seller acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by it or upon its subsequent dissolution or in any manner or for any reason. Purchaser shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest with respect thereto.

5. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 8.01 of the Purchase Agreement. Any party hereto may change its address for receiving notices, requests and other documents by giving written notice of such change to the other parties hereto.

6. Enforceability. Whenever possible, each provision of this Bill of Sale shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Bill of Sale or the application of any such provision to any person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Bill of Sale. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Bill of Sale a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

7. Amendments. This Bill of Sale may be amended, and any provision of this Bill of Sale may be waived; provided that no such amendment or waiver shall be binding upon any party hereto unless set forth in a writing executed by Purchaser and Seller and referring specifically to the provision alleged to have been amended or waived.

8. Assignment. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Bill of Sale nor any of the rights, interests or obligations hereunder may be assigned or delegated by Seller (including by operation of law) without the prior written consent of Purchaser. In addition, Purchaser may assign in whole or in part its rights and obligations pursuant to this Bill of Sale to one or more of its affiliates so long as such affiliates assume in writing all of Purchaser's obligations hereunder without exception. Purchaser may assign, in whole or in part and without Seller's consent, this Bill of Sale and its rights and obligations hereunder in connection with a merger or consolidation involving Purchaser or in connection with a sale of stock (or other ownership interests) or assets of Purchaser or other disposition of all or any portion of the Business so long as Purchaser or any such acquirer, as applicable, remains obligated for or assumes in writing all of Purchaser's obligations hereunder without exception. Purchaser may assign any or all of its rights pursuant

9. to this Bill of Sale to any of its lender(s) as collateral security, so long as Seller's rights hereunder are not diminished except as set forth in the Subordination Agreements.

10. Counterparts. This Bill of Sale may be executed in one or more counterparts (including by means of telecopied signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

11. Governing Law. The law of the State of Nevada shall govern all questions concerning the construction, validity, interpretation and enforceability of this Bill of Sale, and the performance of the obligations imposed by this Bill of Sale, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nevada.

12. No Third Party Beneficiaries. This Bill of Sale is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be duly executed as of the date first above written.

PURCHASER:

SCEPTER HOLDINGS, INC.

By:
Name: Sheryl Cousineau
Title: President

SELLER:

BELFLEUR INC.

By:
Name: Dominic Colvin
Title: Director

Bill of Sale Signature Page

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into and effective as of September 11, 2015 by and between Belfleur Inc., a company organized under the laws of the State of Colorado ("Seller") and Scepter Holdings, Inc., a Nevada corporation ("Purchaser").

WHEREAS, Seller, Purchaser and other signatories thereto are parties to an Asset Purchase Agreement, dated as of July 16, 2015 (the "Purchase Agreement");

WHEREAS, the execution and delivery of this Agreement is contemplated by Section 5.02(f) of the Purchase Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignment and Assumption. Seller hereby assigns, sells, transfers and sets over (collectively, the "Assignment") to Purchaser all of Seller's right, title, benefit, privileges and interest in and to, and all of Seller's burdens, obligations and liabilities in connection with the Asset Purchase Agreement and the Purchased Assets. Purchaser hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants,

2. Conflict with the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the obligations of the parties contained in the Purchase Agreement or the survival thereof as provided and subject to the limitations set forth in the Purchase Agreement.

3. Further Assurances. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

4. Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Seller (including by operation of law) without the prior written consent of Purchaser.

5. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 8.01 of the Purchase Agreement. Any party hereto may change its address for receiving notices, requests and other documents by giving written notice of such change to the other parties hereto.

6. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application of any such provision to any person or circumstance shall be held to be prohibited by or

invalid, illegal or unenforceable under applicable law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

8. Amendments. This Agreement may be amended, and any provision of this Agreement may be waived; provided that no such amendment or waiver shall be binding upon any party hereto unless set forth in a writing executed by Purchaser and Seller and referring specifically to the provision alleged to have been amended or waived.

9. Counterparts. This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

10. Governing Law. The law of the State of Nevada shall govern all questions concerning the construction, validity, interpretation and enforceability of this Agreement, and the performance of the obligations imposed by this Agreement, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nevada.

11. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

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

SELLER:

BELFLEUR INC.

By:
Name: Dominic Colvin
Title: Director

BUYER:

SCEPTER HOLDINGS, INC.

By:
Name:Sheryl Cousineau
Title: President

Signature Page to Assignment and Assumption Agreement