

SECURITIES EXCHANGE AGREEMENT

THIS SECURITIES EXCHANGE AGREEMENT (the "Agreement") is made and entered into this 30th day of September 2015, by and among **World Oil Group, Inc.**, a publicly traded company ("WOGI") incorporated in Florida and **MDN PERU, S.A.C.**, a Foreign corporation ("MDN PERU") and the **PERSONS IDENTIFIED ON SCHEDULE A HERETO**, being the holders of all of the issued and outstanding shares in MDN PERU, collectively, the ("Shareholders").

RECITALS:

A. The Shareholders collectively own all of the issued and outstanding shares in MDN PERU (the "MDN PERU Shares") in the proportions described on Schedule A.

B. WOGI desires to acquire the MDN PERU Shares from the Shareholders in exchange for an aggregate of ~~One Million~~ ^{Five Hundred Thousand} (500,000) shares of restricted Common Stock of WOGI (the "WOGI Shares") to be issued to the Shareholders pro-rata to their ownership of MDN PERU and \$125,000 cash payment earned from the Equipment Rental Operation.

C. The Shareholders desire to exchange their MDN PERU Shares for the WOGI Shares upon the terms and conditions set forth herein (the "Exchange").

D. Upon consummation of the Exchange, MDN PERU will become a subsidiary of WOGI.

E. It is the intention of the parties hereto that: (i) WOGI shall acquire the MDN PERU Shares solely for the consideration set forth below; (ii) the Exchange shall qualify as a transaction in securities exempt from registration or qualification under the Securities Act of 1933, as amended (the "Securities Act"), and under the applicable securities laws of each jurisdiction where any of the Shareholders reside; and (iii) the Exchange shall qualify as a "tax-free" transaction within the meaning of Section 368 and/or other applicable provisions of the Internal Revenue Code of 1986, as amended.

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

SECTION 1. EXCHANGE OF SHARES

1.1 Exchange of Shares. On the Closing Date (as hereinafter defined) the Shareholders shall tender all of the MDN PERU Shares on Schedule A to WOGI and WOGI shall issue the WOGI Shares to the Shareholders in exchange therefore.

1.2 Delivery of MDN PERU Shares and WOGI Shares. On the Closing Date, the Shareholders will deliver to WOGI either (a) certificates representing the MDN PERU Shares, duly endorsed for transfer (or with executed stock powers) satisfactory to WOGI so as to convey

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good and marketable title to the MDN PERU Shares to WOGI, and, simultaneously therewith, WOGI will deliver certificates evidencing the WOGI Shares to the Shareholders, registered to the Shareholders in the denominations set forth on Schedule A.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS

Each MDN PERU Shareholder, severally and not jointly, represents and warrants to WOGI and WOGI as follows:

2.1 Information on MDN PERU Shareholders. MDN PERU Shareholders qualify as “accredited investor,” as such term is defined in Regulation D promulgated under the Securities Act, is experienced in investments and business matters, has made investments of a speculative nature and, with its representatives, has such knowledge and experience in financial, tax and other business matters as to enable it to utilize the information made available by WOGI and WOGI to evaluate the merits and risks of and to make an informed investment decision with respect to this Agreement, which represents a speculative investment. MDN PERU Shareholders are able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof.

2.2 Investment Intent. MDN PERU Shareholders understand that the WOGI Shares have not been registered under the Securities Act, and may not be sold, assigned, pledged, transferred or otherwise disposed of unless the WOGI Shares are registered under the Securities Act or an exemption from registration is available. MDN PERU Shareholders represent and warrant that it is acquiring the WOGI Shares for its own account, for investment, and not with a view to the sale or distribution of the WOGI Shares except in compliance with the Securities Act. Each certificate representing the WOGI Shares will have the following or substantially similar legend thereon:

“The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended (the “Act”) or any state securities laws. The shares have been acquired for investment and may not be sold or transferred in the absence of an effective Registration Statement for the shares under the Act unless, in the opinion of counsel satisfactory to the Company, registration is not required under the Act or any applicable state securities laws.”

2.3 Ownership of MDN PERU Shares. MDN PERU Shareholders are the recorded and beneficial owners of the MDN PERU Shares attributed to MDN PERU Shareholders on Schedule A, all of which are owned free and clear of all rights, claims, liens and encumbrances, and have not been sold, pledged, assigned or otherwise transferred except pursuant to this Agreement. There are no outstanding subscriptions, rights, options, warrants or other agreements obligating MDN PERU Shareholders to sell or transfer to any third person any or all of the MDN PERU Shares owned by MDN PERU Shareholders, or any interest therein. Upon consummation of the transactions contemplated hereby, WOGI will acquire good and marketable title to MDN PERU Shareholder’s MDN PERU Shares, free and clear of all rights, claims, liens and encumbrances.

2.4 Authority, No Third Party Consents. MDN PERU Shareholders have the full power and authority to enter into this Agreement and to carry out its obligations hereunder. This Agreement has been duly executed by MDN PERU Shareholders and constitutes the valid and binding obligation of MDN PERU Shareholders, enforceable against MDN PERU Shareholders in accordance with its terms, except as may be limited by bankruptcy, moratorium, insolvency or other similar laws generally affecting the enforcement of creditors' rights. No consent of any third party is necessary in order for MDN PERU Shareholders to execute, deliver and perform its obligations under this Agreement.

2.5 No Breach. The execution, delivery and performance of this Agreement by MDN PERU Shareholders does not constitute (or with notice or lapse of time or both constitute) a breach or violation of, or a default under, the By-Laws of MDN PERU and/or any agreement to which MDN PERU Shareholders is a party.

2.6 Representations of MDN PERU. The representation and warranties of MDN PERU set forth in Section 4 of this Agreement are true and correct as of the date hereof and as of the Closing date.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF WOGI

WOGI hereby represents and warrants to the Shareholders as follows:

3.1 Organization and Good Standing. WOGI is a corporation, duly organized, validly existing and in good standing under the laws of Florida, and is entitled to own or lease its properties and to carry on its business as and in the places where such properties are now owned, leased or operated and such business is now conducted. WOGI is qualified to do business as a foreign entity in each jurisdiction, if any, in which its property or business requires such qualification.

3.2 Authorization; Enforceability; No Breach. WOGI has all necessary corporate power and authority to execute this Agreement and perform their respective obligations hereunder. This Agreement constitutes the valid and binding obligation of WOGI and enforceable against WOGI in accordance with its terms, except as such enforcement may be limited by bankruptcy, moratorium, insolvency or other similar laws generally affecting the enforcement of creditors' rights. The execution, delivery and performance of this Agreement by WOGI and the consummation of the transactions contemplated hereby will not:

(a) violate any provision of the Charter or By-Laws of WOGI;

(b) violate, conflict with or result in the breach of any of the terms of, result in a material modification of, otherwise give any other contracting party the right to terminate, or constitute (or with notice or lapse of time or both constitute) a default under, any contract or other agreement to which WOGI is a party or by or to which it or any of its assets or properties may be bound or subject;

(c) violate any order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, WOGI, or upon the properties or business of WOGI; or

(d) violate any statute, law or regulation of any jurisdiction applicable to the transactions contemplated herein which could have a material adverse effect on the business or operations of WOGI.

3.3 Compliance with Laws. WOGI has complied with all federal, state, county and local laws, ordinances, regulations, inspections, orders, judgments, injunctions, awards or decrees applicable to it or its business which, if not complied with, would materially and adversely affect the business or financial condition of WOGI taken as a whole.

3.4 Litigation. There is no action, suit or proceeding pending or threatened, or any investigation, at law or in equity, before any arbitrator, court or other governmental authority, pending or threatened, nor any judgment, decree, injunction, award or order outstanding, against or in any manner involving WOGI or any properties or rights which (a) could reasonably be expected to have a material adverse effect on WOGI taken as a whole, or (b) could reasonably be expected to materially and adversely affect consummation of any of the transactions contemplated by this Agreement.

3.5 Brokers or Finders. No broker's or finder's fee will be payable by WOGI in connection with the transaction contemplated by this Agreement, nor will any such fee be incurred as a result of any actions by WOGI or the Shareholders.

3.6 Real Estate. None WOGI does not own or leases any real property.

3.7 Assets. WOGI owns all rights, title and interest in and to its assets, free and clear of all liens, pledges, mortgages, security interests, conditional sales contracts or any other encumbrances WOGI's Assets are listed on Schedule B.

3.8 Liabilities. WOGI has not suffered or incurred any material direct or indirect indebtedness, liability, claim, loss, damage, deficiency, obligation or responsibility, including without limitation, liabilities on account of taxes, other governmental charges or legal proceedings ("Liabilities") WOGI's liabilities are listed on Schedule B.

3.9 Capitalization. The authorized capital stock of WOGI consists of (a) 500,000,000 shares of common stock par value \$.001 of which 290,262,060 shares are presently issued and outstanding, and 101,442,835 shares in the float. WOGI has not granted, issued or agreed to grant, issue or make available any warrants, options, subscription rights or any other commitments of any character relating to the unissued shares of capital stock of.

3.10 The WOGI Shares. The WOGI Shares to be issued to the Shareholders have been, or on or prior to the Closing will have been, duly authorized by all necessary corporate and Shareholders action and, when so issued in accordance with the terms of this Agreement, will be

validly issued, fully paid and non-assessable and will not be issued in violation of the preemptive or similar rights of any person.

3.11 Taxes. All required tax returns or federal, state, county, municipal, local, foreign and other taxes and assessments have been properly prepared and filed by WOGI for all years for which such returns are due unless an extension for filing any such return has been properly prepared and filed. Any and all federal, state, county, municipal, local, foreign and other taxes, assessments, including any and all interest, penalties and additions imposed with respect to such amounts have been paid or provided for. WOGI has no outstanding tax liabilities and has not received notice of any tax inquiry or audit against it.

3.12 Full Disclosure. No representation or warranty by WOGI or WOGI in this Agreement or in any document or schedule to be delivered by them pursuant hereto, and no written statement, certificate or instrument furnished or to be furnished to the Shareholders pursuant hereto or in connection with the negotiation, execution or performance of this Agreement contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state any fact necessary to make any statement herein or therein not materially misleading.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF MDN PERU

MDN PERU hereby represents and warrants to WOGI as follows:

4.1 Organization and Good Standing. MDN PERU is a corporation duly organized, validly existing and in good standing under the laws of the State of Peru, and is entitled to own or lease its properties and to carry on its business as and in the places where such properties are now owned, leased or operated and such business is now conducted. MDN PERU is qualified to do business as a foreign entity in each jurisdiction, if any, in which its property or business requires such qualification MDN PERU subsidiaries are listed on Schedule C.

4.2 Authorization; Enforceability; No Breach. MDN PERU has all necessary power and authority to execute this Agreement and perform its obligations hereunder. This Agreement constitutes the valid and binding obligation of MDN PERU enforceable against MDN PERU in accordance with its terms, except as may be limited by bankruptcy, moratorium, insolvency or other similar laws generally affecting the enforcement of creditors' rights. The execution, delivery and performance of this Agreement by MDN PERU and the consummation of the transactions contemplated hereby will not:

(a) violate any provision of the Charter or By-Laws of MDN PERU;

(b) violate, conflict with or result in the breach of any of the terms of, result in a material modification of, otherwise give any other contracting party the right to terminate, or constitute (or with notice or lapse of time or both constitute) a default under, any contract or other agreement to which MDN PERU is a party or by or to which it or any of its assets or properties may be bound or subject;

(c) violate any order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, MDN PERU, or upon the properties or business of MDN PERU; or

(d) violate any statute, law or regulation of any jurisdiction applicable to the transactions contemplated herein which could have a material adverse effect on the business or operations of MDN PERU.

4.3 Compliance with Laws. MDN PERU has complied with all federal, state, county and local laws, ordinances, regulations, inspections, orders, judgments, injunctions, awards or decrees applicable to it or its business which, if not complied with, could reasonably be expected to materially and adversely affect the business or financial condition of MDN PERU.

4.4 Litigation. There is no action, suit or proceeding pending or threatened, or any investigation, at law or in equity, before any arbitrator, court or other governmental authority, pending or threatened, nor any judgment, decree, injunction, award or order outstanding, against or in any manner involving MDN PERU or any of MDN PERU's properties or rights which (a) could reasonably be expected to have a material adverse effect on MDN PERU taken as a whole, or (b) could reasonably be expected to materially and adversely affect consummation of any of the transactions contemplated by this Agreement.

4.5 Brokers or Finders. No broker's or finder's fee will be payable by MDN PERU in connection with the transaction contemplated by this Agreement, nor will any such fee be incurred as a result of any actions by MDN PERU.

4.6 Assets. The assets of MDN PERU are identified on Schedule C hereto. MDN PERU owns all right, title and interest in and to its assets, free and clear of all liens, pledges, mortgages, security interests, conditional sales contracts or any other encumbrances.

4.7 Liabilities. The liabilities of MDN PERU are identified on Schedule D hereto. MDN PERU has not suffered or incurred any material direct or indirect indebtedness, liability, claim, loss, damage, deficiency, obligation or responsibility, including without limitation, liabilities on account of taxes, other governmental charges or legal proceedings ("Liabilities") other than previously discharged Liabilities.

4.8 Contracts. MDN PERU is in material compliance with all agreements and understandings to which it is a party and is not in default of any material obligation contained in any agreement to which it is a party.

4.9 Capitalization. The authorized capital stock of MDN PERU consists of (a) 100,000 shares of common stock no par value of which 100,000 shares are presently issued and outstanding. MDN PERU has not granted, issued or agreed to grant, issue or make available any warrants, options, subscription rights or any other commitments of any character relating to the unissued shares of capital stock of MDN PERU. All of the issued and outstanding capital stock of MDN PERU has been duly authorized and validly issued, fully paid and non-assessable, and was issued in compliance with applicable laws.

4.10 Taxes. All required tax returns or federal, state, county, municipal, local, foreign and other taxes and assessments have been properly prepared and filed by MDN PERU for all years for which such returns are due unless an extension for filing any such return has been properly prepared and filed. Any and all federal, state, county, municipal, local, foreign and other taxes, assessments, including any and all interest, penalties and additions imposed with respect to such amounts have been paid or provided for. MDN PERU has no outstanding tax liabilities and has not received notice of any tax inquiry or audit against it.

4.11 Full Disclosure. No representation or warranty by MDN PERU in this Agreement or in any document or schedule to be delivered by them pursuant hereto, and no written statement, certificate or instrument furnished or to be furnished to WOGI pursuant hereto or in connection with the negotiation, execution or performance of this Agreement contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state any fact necessary to make any statement herein or therein not materially misleading or necessary to a complete and correct presentation of all material aspects of the businesses of MDN PERU.

SECTION 5. COVENANTS

5.1 Examinations and Investigations. Prior to the Closing Date, each of the parties shall be entitled, through their employees and representatives, to make such investigation and verification of the assets, properties, business and operations, books, records and financial condition of the other, including communications with suppliers, vendors and customers, as they each may reasonably require. No investigation by a party hereto shall, however, diminish or waiver in any way any of the representations, warranties, covenants or agreements of the other party under this Agreement.

5.2 Expenses. Each party hereto agrees to pay its own costs and expenses incurred in negotiating this Agreement and consummating the transactions described herein.

5.3 Further Assurances. The parties shall execute such documents and other papers and take such further action as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby. Each such party shall use its best efforts to fulfill or obtain in the fulfillment of the conditions to the Closing, including, without limitation, the execution and delivery of any documents or other papers, the execution and delivery of which are necessary or appropriate to the Closing.

5.4 Confidentiality. In the event the transactions contemplated by this Agreement are not consummated, each of the parties hereto agree to keep confidential any information disclosed to each other in connection therewith; provided, however, such obligation shall not apply to information which:

- (a) at the time of disclosure was public knowledge;
- (b) after the time of disclosure becomes public knowledge (except due to the action of the receiving party); or

- (c) the receiving party had within its possession at the time of disclosure.

5.5 Stock Certificates and Consideration. At the Closing, the Shareholders shall assign their MDN PERU Shares to WOGI and WOGI shall issue to the Shareholders, the WOGI Shares as provided herein.

5.6 Management of MDN PERU. Except as otherwise contemplated hereby, from and after the Closing Date and continuing until otherwise determined in accordance with the requirements of applicable law, of MDN PERU shall remain the same.

5.7 No Change to Capitalization. From the date hereof and continuing to the Closing Date, neither the WOGI Companies nor MDN PERU shall issue any shares of capital stock or other securities, or any securities convertible into capital stock or other securities, or enter into any agreement to do so.

SECTION 6. THE CLOSING

The closing of transactions contemplated hereby (the “Closing”) shall take at a time and place mutually agreed upon by WOGI and the Shareholders following satisfaction or waiver of all conditions precedent to Closing. At the Closing, the parties shall provide each other with such documents as may be necessary or appropriate and customary in transactions of this sort in order to consummate the transactions contemplated hereby, including evidence of due authorization of the Agreement and the transactions contemplated hereby. The date of which the Closing occurs is referred to herein as the “Closing Date”).

SECTION 7. CONDITIONS PRECEDENT TO CLOSING

7.1 Conditions Precedent to the Obligation of WOGI to Issue the WOGI Shares. The obligation of WOGI to issue the WOGI Shares to the Shareholders and to otherwise consummate the transactions contemplated hereby is subject to the satisfaction, at or before the Closing, of each of the conditions set forth below. These conditions are for the sole benefit of WOGI and may be waived by the WOGI at any time in its sole discretion.

(a) *Accuracy of MDN PERU’s and the MDN PERU Shareholders Representations and Warranties.* The representations and warranties of MDN PERU and the Shareholders shall be true and correct in all material respects as of the date when made and as of the Closing Date, as though made at that time.

(b) *Performance by MDN PERU and the Shareholders.* MDN PERU and the Shareholders shall have performed all agreements and satisfied all conditions required to be performed or satisfied by them at or prior to the Closing.

(c) *No Injunction.* No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or

governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by this Agreement.

(d) *No Material Adverse Changes.* There shall have been no event or circumstance relating to the business, operations, properties, prospects or financial condition of MDN PERU that is material and adverse to MDN PERU, taken as a whole, including without limitation, any material increase in the liabilities of MDN PERU or any material decrease in the assets of MDN PERU, in each case between the date hereof and the Closing Date.

(e) *Miscellaneous.* MDN PERU and the Shareholders shall have delivered to WOGI and WOGI such other documents relating to the transactions contemplated by this Agreement as WOGI or WOGI may reasonably request.

7.2 Conditions Precedent to the Obligation of the Shareholders to Tender Their MDN PERU Shares for Exchange. The obligation of the Shareholders to exchange their MDN PERU Shares for the WOGI Shares and to otherwise consummate the transactions contemplated hereby is subject to the satisfaction, at or before the Closing, of each of the conditions set forth below. These conditions are for the MDN PERU Shareholder's sole benefit and may be waived by the Shareholders at any time in their sole discretion.

(a) *Accuracy of WOGI's and WOGI's Representations and Warranties.* The representations and warranties of WOGI shall be true and correct in all material respects as of the date when made and as of the Closing Date, as though made at that time.

(b) *Performance by WOGI.* WOGI shall have performed all agreements and satisfied all conditions required to be performed or satisfied by them at or prior to the Closing.

(c) *No Injunction.* No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by this Agreement.

(d) *No Material Adverse Changes.* There shall have been no event or circumstance relating to the business, operations, properties, prospects or financial condition of the WOGI Companies that is material and adverse to the WOGI Companies, taken as a whole, including without limitation, any material increase in the liabilities of the WOGI Companies between the date hereof and the Closing Date.

(e) *Miscellaneous.* WOGI shall cause the WOGI Companies to deliver to the Shareholders such other documents relating to the transactions contemplated by this Agreement as the Shareholders may reasonably request.

(f)

SECTION 8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS AND MDN PERU

Notwithstanding any right of WOGI fully to investigate the affairs of MDN PERU, WOGI shall have the right to rely fully upon the representations, warranties, covenants and agreements of MDN PERU and the Shareholders contained in this Agreement or in any document delivered by MDN PERU, the Shareholders or any of their representatives, in connection with the transactions contemplated by this Agreement. All such representations, warranties, covenants and agreements shall survive the execution and delivery hereof and the Closing Date hereunder for 12 months following the Closing.

SECTION 9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES OF WOGI

Notwithstanding any right of the Shareholders fully to investigate the affairs of WOGI, the Shareholders have the right to rely fully upon the representations, warranties, covenants and agreements of WOGI contained in this Agreement or in any document delivered to the Shareholders by WOGI, WOGI or any of their representatives, in connection with the transactions contemplated by this Agreement. All such representations, warranties, covenants and agreements shall survive the execution and delivery hereof and the Closing Date hereunder for 12 months following the Closing.

SECTION 10. INDEMNIFICATION

10.1 Obligation of MDN PERU and the Shareholders to Indemnify. Subject to the limitations on the survival of representations and warranties contained in Section 8, MDN PERU and the Shareholders hereby agree to indemnify, defend and hold harmless the WOGI from and against any losses, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and reasonable attorneys' fees and disbursements) (a "Loss") based upon, arising out of, or otherwise due to any inaccuracy in or any breach of any representation, warranty, covenant or agreement of MDN PERU and/or the Shareholders contained in this Agreement or in any document or other writing delivered by them or on their behalf pursuant to this Agreement.

10.2 Obligation of WOGI to Indemnify. Subject to the limitations on the survival of representations and warranties contained in Section 9, WOGI agrees to indemnify, defend and hold harmless the Shareholders from and against any Loss based upon, arising out of, or otherwise due to any inaccuracy in or any breach of any representation, warranty, covenant or agreement made by WOGI contained in this Agreement or in any document or other writing delivered by them or on their behalf pursuant to this Agreement.

SECTION 11. MISCELLANEOUS

11.1 Waivers. The waiver of a breach of this Agreement or the failure of any party hereto to exercise any right under this agreement shall in no event constitute waiver as to any future breach whether similar or dissimilar in nature or as to the exercise of any further right under this Agreement.

11.2 Amendment. Prior to the Closing, this Agreement may be amended or modified only by a written instrument signed by each of the parties. Following the Closing, this Agreement may not be amended or modified only by a written instrument signed by each of the parties and the written consent of RS Brands, Inc.

11.3 Binding Agreement; Assignment. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. This Agreement is not assignable by any party except by operation of law.

11.4 Notices. Until otherwise specified in writing, the mailing addresses of both parties of this Agreement shall be as follows:

The Shareholders and

MDN PERU: AV. Ceasar Vallejo N
1403 Of. 304
Lince - Lima

WOGI: 609 N Charles Richard Beall Blvd
Suite 105
Debary, FL 32713

Any notice or statement given under this Agreement shall be deemed to have been given if sent by certified mail, return receipt requested, overnight courier or personal delivery, to the other party(ies) at the addresses indicated above or at such other address or number as may be furnished in writing in accordance with this paragraph.

11.5 Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Florida, without regard to the conflicts of law provisions thereof. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the County of Volusia, State of Florida, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable in that jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in any other jurisdiction. **EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY.**

11.6 Publicity. No publicity release or announcement concerning this Agreement or the transactions contemplated hereby shall be issued by either party hereto at any time from the signing hereof without advance approval in writing of the form and substance thereof by the other party.

11.7 Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) and the collateral agreements executed in connection with the consummation of the transactions contemplated herein contain the entire agreement among the parties with respect to the subject matter hereof, and supersede all prior agreements, written or oral, with respect thereto.

11.8 Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.


11.9 Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

11.10 Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall constitute an original copy hereof, but all of which together shall consider but one and the same document. This Agreement may be executed and delivered by facsimile transmission and when so executed and delivered shall have the same effect as if the receiving party had received an original counterpart of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

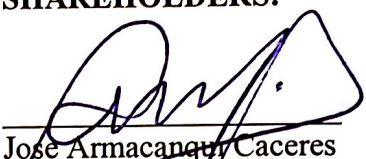
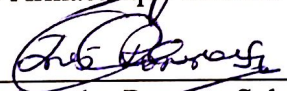
WORLD OIL GROUP, INC.

By: 
Nathan Hall, President

MDN PERU, S.A.C.

By: 
Jose Armacanqui Caceres
President

SHAREHOLDERS:


Jose Armacanqui Caceres

Ines Lourdes Romero Salazar

SCHEDULE A
SHAREHOLDERS OF MDN PERU

Name and Address of MDN PERU Shareholders	Shares owned in MDN PERU before the Exchange	Number of WOGI Shares to be Issued upon Exchange	Shares owned in MDN PERU after the Exchange
Jose Armacanqui Caceres AV. Ceasar Vallejo N 1403 OF. 304 Lince - Lima	95,000	475,000	48,450
Ines Lourdes Romero Salazar AV. Ceasar Vallejo N 1403 OF. 304 Lince - Lima	5,000	25,000	2,550
World Oil Group, Inc. 609 N Charles Richard Blvd Suite 105 Debary, FL 32713			49,000
TOTAL	100,000	500,000	100,000

SR

[Handwritten signatures]

SECURITIES EXCHANGE AGREEMENT

THIS SECURITIES EXCHANGE AGREEMENT (the "Agreement") is made and entered into this 30th day of September 2015, by and among **World Oil Group, Inc.**, a publicly traded company ("WOGI") incorporated in Florida and **MDN.COM EIRL**, a Foreign corporation ("MDN.COM") and the **PERSONS IDENTIFIED ON SCHEDULE A HERETO**, being the holders of all of the issued and outstanding shares in MDN.COM, collectively, the ("Shareholders").

RECITALS:

A. The Shareholders collectively own all of the issued and outstanding shares in MDN.COM (the "MDN.COM Shares") in the proportions described on Schedule A.

B. WOGI desires to acquire the MDN.COM Shares from the Shareholders in exchange for an aggregate of ~~One Million~~ ^{Five Hundred Thousand} (500,000) shares of restricted Common Stock of WOGI (the "WOGI Shares") to be issued to the Shareholders pro-rata to their ownership of MDN.COM and \$125,000 cash payment earned from the Equipment Rental Operation.

C. The Shareholders desire to exchange their MDN.COM Shares for the WOGI Shares upon the terms and conditions set forth herein (the "Exchange").

D. Upon consummation of the Exchange, MDN.COM will become a subsidiary of WOGI.

E. It is the intention of the parties hereto that: (i) WOGI shall acquire the MDN.COM Shares solely for the consideration set forth below; (ii) the Exchange shall qualify as a transaction in securities exempt from registration or qualification under the Securities Act of 1933, as amended (the "Securities Act"), and under the applicable securities laws of each jurisdiction where any of the Shareholders reside; and (iii) the Exchange shall qualify as a "tax-free" transaction within the meaning of Section 368 and/or other applicable provisions of the Internal Revenue Code of 1986, as amended.

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

SECTION 1. EXCHANGE OF SHARES

1.1 Exchange of Shares. On the Closing Date (as hereinafter defined) the Shareholders shall tender all of the MDN.COM Shares on Schedule A to WOGI and WOGI shall issue the WOGI Shares to the Shareholders in exchange therefore.

1.2 Delivery of MDN.COM Shares and WOGI Shares. On the Closing Date, the Shareholders will deliver to WOGI either (a) certificates representing the MDN.COM Shares, duly endorsed for transfer (or with executed stock powers) satisfactory to WOGI so as to convey



good and marketable title to the MDN.COM Shares to WOGI, and, simultaneously therewith, WOGI will deliver certificates evidencing the WOGI Shares to the Shareholders, registered to the Shareholders in the denominations set forth on Schedule A.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS

Each MDN.COM Shareholder, severally and not jointly, represents and warrants to WOGI and WOGI as follows:

2.1 Information on MDN.COM Shareholders. MDN.COM Shareholders qualify as “accredited investor,” as such term is defined in Regulation D promulgated under the Securities Act, is experienced in investments and business matters, has made investments of a speculative nature and, with its representatives, has such knowledge and experience in financial, tax and other business matters as to enable it to utilize the information made available by WOGI and WOGI to evaluate the merits and risks of and to make an informed investment decision with respect to this Agreement, which represents a speculative investment. MDN.COM Shareholders are able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof.

2.2 Investment Intent. MDN.COM Shareholders understand that the WOGI Shares have not been registered under the Securities Act, and may not be sold, assigned, pledged, transferred or otherwise disposed of unless the WOGI Shares are registered under the Securities Act or an exemption from registration is available. MDN.COM Shareholders represent and warrant that it is acquiring the WOGI Shares for its own account, for investment, and not with a view to the sale or distribution of the WOGI Shares except in compliance with the Securities Act. Each certificate representing the WOGI Shares will have the following or substantially similar legend thereon:

“The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended (the “Act”) or any state securities laws. The shares have been acquired for investment and may not be sold or transferred in the absence of an effective Registration Statement for the shares under the Act unless, in the opinion of counsel satisfactory to the Company, registration is not required under the Act or any applicable state securities laws.”

2.3 Ownership of MDN.COM Shares. MDN.COM Shareholders are the recorded and beneficial owners of the MDN.COM Shares attributed to MDN.COM Shareholders on Schedule A, all of which are owned free and clear of all rights, claims, liens and encumbrances, and have not been sold, pledged, assigned or otherwise transferred except pursuant to this Agreement. There are no outstanding subscriptions, rights, options, warrants or other agreements obligating MDN.COM Shareholders to sell or transfer to any third person any or all of the MDN.COM Shares owned by MDN.COM Shareholders, or any interest therein. Upon consummation of the transactions contemplated hereby, WOGI will acquire good and marketable title to MDN.COM Shareholder’s MDN.COM Shares, free and clear of all rights, claims, liens and encumbrances.

2.4 Authority, No Third Party Consents. MDN.COM Shareholders have the full power and authority to enter into this Agreement and to carry out its obligations hereunder. This Agreement has been duly executed by MDN.COM Shareholders and constitutes the valid and binding obligation of MDN.COM Shareholders, enforceable against MDN.COM Shareholders in accordance with its terms, except as may be limited by bankruptcy, moratorium, insolvency or other similar laws generally affecting the enforcement of creditors' rights. No consent of any third party is necessary in order for MDN.COM Shareholders to execute, deliver and perform its obligations under this Agreement.

2.5 No Breach. The execution, delivery and performance of this Agreement by MDN.COM Shareholders does not constitute (or with notice or lapse of time or both constitute) a breach or violation of, or a default under, the By-Laws of MDN.COM and/or any agreement to which MDN.COM Shareholders is a party.

2.6 Representations of MDN.COM. The representation and warranties of MDN.COM set forth in Section 4 of this Agreement are true and correct as of the date hereof and as of the Closing date.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF WOGI

WOGI hereby represents and warrants to the Shareholders as follows:

3.1 Organization and Good Standing. WOGI is a corporation, duly organized, validly existing and in good standing under the laws of Florida, and is entitled to own or lease its properties and to carry on its business as and in the places where such properties are now owned, leased or operated and such business is now conducted. WOGI is qualified to do business as a foreign entity in each jurisdiction, if any, in which its property or business requires such qualification.

3.2 Authorization; Enforceability; No Breach. WOGI has all necessary corporate power and authority to execute this Agreement and perform their respective obligations hereunder. This Agreement constitutes the valid and binding obligation of WOGI and enforceable against WOGI in accordance with its terms, except as such enforcement may be limited by bankruptcy, moratorium, insolvency or other similar laws generally affecting the enforcement of creditors' rights. The execution, delivery and performance of this Agreement by WOGI and the consummation of the transactions contemplated hereby will not:

(a) violate any provision of the Charter or By-Laws of WOGI;

(b) violate, conflict with or result in the breach of any of the terms of, result in a material modification of, otherwise give any other contracting party the right to terminate, or constitute (or with notice or lapse of time or both constitute) a default under, any contract or other agreement to which WOGI is a party or by or to which it or any of its assets or properties may be bound or subject;

(c) violate any order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, WOGI, or upon the properties or business of WOGI; or

(d) violate any statute, law or regulation of any jurisdiction applicable to the transactions contemplated herein which could have a material adverse effect on the business or operations of WOGI.

3.3 Compliance with Laws. WOGI has complied with all federal, state, county and local laws, ordinances, regulations, inspections, orders, judgments, injunctions, awards or decrees applicable to it or its business which, if not complied with, would materially and adversely affect the business or financial condition of WOGI taken as a whole.

3.4 Litigation. There is no action, suit or proceeding pending or threatened, or any investigation, at law or in equity, before any arbitrator, court or other governmental authority, pending or threatened, nor any judgment, decree, injunction, award or order outstanding, against or in any manner involving WOGI or any properties or rights which (a) could reasonably be expected to have a material adverse effect on WOGI taken as a whole, or (b) could reasonably be expected to materially and adversely affect consummation of any of the transactions contemplated by this Agreement.

3.5 Brokers or Finders. No broker's or finder's fee will be payable by WOGI in connection with the transaction contemplated by this Agreement, nor will any such fee be incurred as a result of any actions by WOGI or the Shareholders.

3.6 Real Estate. None WOGI does not own or leases any real property.

3.7 Assets. WOGI owns all rights, title and interest in and to its assets, free and clear of all liens, pledges, mortgages, security interests, conditional sales contracts or any other encumbrances WOGI's Assets are listed on Schedule B.

3.8 Liabilities. WOGI has not suffered or incurred any material direct or indirect indebtedness, liability, claim, loss, damage, deficiency, obligation or responsibility, including without limitation, liabilities on account of taxes, other governmental charges or legal proceedings ("Liabilities") WOGI's liabilities are listed on Schedule B.

3.9 Capitalization. The authorized capital stock of WOGI consists of (a) 500,000,000 shares of common stock par value \$.001 of which 290,262,060 shares are presently issued and outstanding, and 101,442,835 shares in the float. WOGI has not granted, issued or agreed to grant, issue or make available any warrants, options, subscription rights or any other commitments of any character relating to the unissued shares of capital stock of.

3.10 The WOGI Shares. The WOGI Shares to be issued to the Shareholders have been, or on or prior to the Closing will have been, duly authorized by all necessary corporate and Shareholders action and, when so issued in accordance with the terms of this Agreement, will be

validly issued, fully paid and non-assessable and will not be issued in violation of the preemptive or similar rights of any person.

3.11 Taxes. All required tax returns or federal, state, county, municipal, local, foreign and other taxes and assessments have been properly prepared and filed by WOGI for all years for which such returns are due unless an extension for filing any such return has been properly prepared and filed. Any and all federal, state, county, municipal, local, foreign and other taxes, assessments, including any and all interest, penalties and additions imposed with respect to such amounts have been paid or provided for. WOGI has no outstanding tax liabilities and has not received notice of any tax inquiry or audit against it.

3.12 Full Disclosure. No representation or warranty by WOGI or WOGI in this Agreement or in any document or schedule to be delivered by them pursuant hereto, and no written statement, certificate or instrument furnished or to be furnished to the Shareholders pursuant hereto or in connection with the negotiation, execution or performance of this Agreement contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state any fact necessary to make any statement herein or therein not materially misleading.

SECTION 4. REPRESENTATIONS AND WARRANTS OF MDN.COM

MDN.COM hereby represents and warrants to WOGI as follows:

4.1 Organization and Good Standing. MDN.COM is a corporation duly organized, validly existing and in good standing under the laws of the State of Peru, and is entitled to own or lease its properties and to carry on its business as and in the places where such properties are now owned, leased or operated and such business is now conducted. MDN.COM is qualified to do business as a foreign entity in each jurisdiction, if any, in which its property or business requires such qualification MDN.COM subsidiaries are listed on Schedule C.

4.2 Authorization; Enforceability; No Breach. MDN.COM has all necessary power and authority to execute this Agreement and perform its obligations hereunder. This Agreement constitutes the valid and binding obligation of MDN.COM enforceable against MDN.COM in accordance with its terms, except as may be limited by bankruptcy, moratorium, insolvency or other similar laws generally affecting the enforcement of creditors' rights. The execution, delivery and performance of this Agreement by MDN.COM and the consummation of the transactions contemplated hereby will not:

(a) violate any provision of the Charter or By-Laws of MDN.COM;

(b) violate, conflict with or result in the breach of any of the terms of, result in a material modification of, otherwise give any other contracting party the right to terminate, or constitute (or with notice or lapse of time or both constitute) a default under, any contract or other agreement to which MDN.COM is a party or by or to which it or any of its assets or properties may be bound or subject;

(c) violate any order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, MDN.COM, or upon the properties or business of MDN.COM; or

(d) violate any statute, law or regulation of any jurisdiction applicable to the transactions contemplated herein which could have a material adverse effect on the business or operations of MDN.COM.

4.3 Compliance with Laws. MDN.COM has complied with all federal, state, county and local laws, ordinances, regulations, inspections, orders, judgments, injunctions, awards or decrees applicable to it or its business which, if not complied with, could reasonably be expected to materially and adversely affect the business or financial condition of MDN.COM.

4.4 Litigation. There is no action, suit or proceeding pending or threatened, or any investigation, at law or in equity, before any arbitrator, court or other governmental authority, pending or threatened, nor any judgment, decree, injunction, award or order outstanding, against or in any manner involving MDN.COM or any of MDN.COM's properties or rights which (a) could reasonably be expected to have a material adverse effect on MDN.COM taken as a whole, or (b) could reasonably be expected to materially and adversely affect consummation of any of the transactions contemplated by this Agreement.

4.5 Brokers or Finders. No broker's or finder's fee will be payable by MDN.COM in connection with the transaction contemplated by this Agreement, nor will any such fee be incurred as a result of any actions by MDN.COM.

4.6 Assets. The assets of MDN.COM are identified on Schedule C hereto. MDN.COM owns all right, title and interest in and to its assets, free and clear of all liens, pledges, mortgages, security interests, conditional sales contracts or any other encumbrances.

4.7 Liabilities. The liabilities of MDN.COM are identified on Schedule D hereto. MDN.COM has not suffered or incurred any material direct or indirect indebtedness, liability, claim, loss, damage, deficiency, obligation or responsibility, including without limitation, liabilities on account of taxes, other governmental charges or legal proceedings ("Liabilities") other than previously discharged Liabilities.

4.8 Contracts. MDN.COM is in material compliance with all agreements and understandings to which it is a party and is not in default of any material obligation contained in any agreement to which it is a party.

4.9 Capitalization. The authorized capital stock of MDN.COM consists of (a) 100,000 shares of common stock no par value of which 100,000 shares are presently issued and outstanding. MDN.COM has not granted, issued or agreed to grant, issue or make available any warrants, options, subscription rights or any other commitments of any character relating to the unissued shares of capital stock of MDN.COM. All of the issued and outstanding capital stock of MDN.COM has been duly authorized and validly issued, fully paid and non-assessable, and was issued in compliance with applicable laws.

4.10 Taxes. All required tax returns or federal, state, county, municipal, local, foreign and other taxes and assessments have been properly prepared and filed by MDN.COM for all years for which such returns are due unless an extension for filing any such return has been properly prepared and filed. Any and all federal, state, county, municipal, local, foreign and other taxes, assessments, including any and all interest, penalties and additions imposed with respect to such amounts have been paid or provided for. MDN.COM has no outstanding tax liabilities and has not received notice of any tax inquiry or audit against it.

4.11 Full Disclosure. No representation or warranty by MDN.COM in this Agreement or in any document or schedule to be delivered by them pursuant hereto, and no written statement, certificate or instrument furnished or to be furnished to WOGI pursuant hereto or in connection with the negotiation, execution or performance of this Agreement contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state any fact necessary to make any statement herein or therein not materially misleading or necessary to a complete and correct presentation of all material aspects of the businesses of MDN.COM.

SECTION 5. COVENANTS

5.1 Examinations and Investigations. Prior to the Closing Date, each of the parties shall be entitled, through their employees and representatives, to make such investigation and verification of the assets, properties, business and operations, books, records and financial condition of the other, including communications with suppliers, vendors and customers, as they each may reasonably require. No investigation by a party hereto shall, however, diminish or waiver in any way any of the representations, warranties, covenants or agreements of the other party under this Agreement.

5.2 Expenses. Each party hereto agrees to pay its own costs and expenses incurred in negotiating this Agreement and consummating the transactions described herein.

5.3 Further Assurances. The parties shall execute such documents and other papers and take such further action as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby. Each such party shall use its best efforts to fulfill or obtain in the fulfillment of the conditions to the Closing, including, without limitation, the execution and delivery of any documents or other papers, the execution and delivery of which are necessary or appropriate to the Closing.

5.4 Confidentiality. In the event the transactions contemplated by this Agreement are not consummated, each of the parties hereto agree to keep confidential any information disclosed to each other in connection therewith; provided, however, such obligation shall not apply to information which:

- (a) at the time of disclosure was public knowledge;
- (b) after the time of disclosure becomes public knowledge (except due to the action of the receiving party); or

(c) the receiving party had within its possession at the time of disclosure.

5.5 Stock Certificates and Consideration. At the Closing, the Shareholders shall assign their MDN.COM Shares to WOGI and WOGI shall issue to the Shareholders, the WOGI Shares as provided herein.

5.6 Management of MDN.COM. Except as otherwise contemplated hereby, from and after the Closing Date and continuing until otherwise determined in accordance with the requirements of applicable law, of MDN.COM shall remain the same.

5.7 No Change to Capitalization. From the date hereof and continuing to the Closing Date, neither the WOGI Companies nor MDN.COM shall issue any shares of capital stock or other securities, or any securities convertible into capital stock or other securities, or enter into any agreement to do so.

SECTION 6. THE CLOSING

The closing of transactions contemplated hereby (the “Closing”) shall take at a time and place mutually agreed upon by WOGI and the Shareholders following satisfaction or waiver of all conditions precedent to Closing. At the Closing, the parties shall provide each other with such documents as may be necessary or appropriate and customary in transactions of this sort in order to consummate the transactions contemplated hereby, including evidence of due authorization of the Agreement and the transactions contemplated hereby. The date of which the Closing occurs is referred to herein as the “Closing Date”).

SECTION 7. CONDITIONS PRECEDENT TO CLOSING

7.1 Conditions Precedent to the Obligation of WOGI to Issue the WOGI Shares. The obligation of WOGI to issue the WOGI Shares to the Shareholders and to otherwise consummate the transactions contemplated hereby is subject to the satisfaction, at or before the Closing, of each of the conditions set forth below. These conditions are for the sole benefit of WOGI and may be waived by the WOGI at any time in its sole discretion.

(a) *Accuracy of MDN.COM’s and the MDN.COM Shareholders Representations and Warranties.* The representations and warranties of MDN.COM and the Shareholders shall be true and correct in all material respects as of the date when made and as of the Closing Date, as though made at that time.

(b) *Performance by MDN.COM and the Shareholders.* MDN.COM and the Shareholders shall have performed all agreements and satisfied all conditions required to be performed or satisfied by them at or prior to the Closing.

(c) *No Injunction.* No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or

governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by this Agreement.

(d) *No Material Adverse Changes.* There shall have been no event or circumstance relating to the business, operations, properties, prospects or financial condition of MDN.COM that is material and adverse to MDN.COM, taken as a whole, including without limitation, any material increase in the liabilities of MDN.COM or any material decrease in the assets of MDN.COM, in each case between the date hereof and the Closing Date.

(e) *Miscellaneous.* MDN.COM and the Shareholders shall have delivered to WOGI and WOGI such other documents relating to the transactions contemplated by this Agreement as WOGI or WOGI may reasonably request.

7.2 Conditions Precedent to the Obligation of the Shareholders to Tender Their MDN.COM Shares for Exchange. The obligation of the Shareholders to exchange their MDN.COM Shares for the WOGI Shares and to otherwise consummate the transactions contemplated hereby is subject to the satisfaction, at or before the Closing, of each of the conditions set forth below. These conditions are for the MDN.COM Shareholder's sole benefit and may be waived by the Shareholders at any time in their sole discretion.

(a) *Accuracy of WOGI's and WOGI's Representations and Warranties.* The representations and warranties of WOGI shall be true and correct in all material respects as of the date when made and as of the Closing Date, as though made at that time.

(b) *Performance by WOGI.* WOGI shall have performed all agreements and satisfied all conditions required to be performed or satisfied by them at or prior to the Closing.

(c) *No Injunction.* No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by this Agreement.

(d) *No Material Adverse Changes.* There shall have been no event or circumstance relating to the business, operations, properties, prospects or financial condition of the WOGI Companies that is material and adverse to the WOGI Companies, taken as a whole, including without limitation, any material increase in the liabilities of the WOGI Companies between the date hereof and the Closing Date.

(e) *Miscellaneous.* WOGI shall cause the WOGI Companies to deliver to the Shareholders such other documents relating to the transactions contemplated by this Agreement as the Shareholders may reasonably request.

SECTION 8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS AND MDN.COM

Notwithstanding any right of WOGI fully to investigate the affairs of MDN.COM, WOGI shall have the right to rely fully upon the representations, warranties, covenants and agreements of MDN.COM and the Shareholders contained in this Agreement or in any document delivered by MDN.COM, the Shareholders or any of their representatives, in connection with the transactions contemplated by this Agreement. All such representations, warranties, covenants and agreements shall survive the execution and delivery hereof and the Closing Date hereunder for 12 months following the Closing.

SECTION 9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES OF WOGI

Notwithstanding any right of the Shareholders fully to investigate the affairs of WOGI, the Shareholders have the right to rely fully upon the representations, warranties, covenants and agreements of WOGI contained in this Agreement or in any document delivered to the Shareholders by WOGI, WOGI or any of their representatives, in connection with the transactions contemplated by this Agreement. All such representations, warranties, covenants and agreements shall survive the execution and delivery hereof and the Closing Date hereunder for 12 months following the Closing.

SECTION 10. INDEMNIFICATION

10.1 Obligation of MDN.COM and the Shareholders to Indemnify. Subject to the limitations on the survival of representations and warranties contained in Section 8, MDN.COM and the Shareholders hereby agree to indemnify, defend and hold harmless the WOGI from and against any losses, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and reasonable attorneys' fees and disbursements) (a "Loss") based upon, arising out of, or otherwise due to any inaccuracy in or any breach of any representation, warranty, covenant or agreement of MDN.COM and/or the Shareholders contained in this Agreement or in any document or other writing delivered by them or on their behalf pursuant to this Agreement.

10.2 Obligation of WOGI to Indemnify. Subject to the limitations on the survival of representations and warranties contained in Section 9, WOGI agrees to indemnify, defend and hold harmless the Shareholders from and against any Loss based upon, arising out of, or otherwise due to any inaccuracy in or any breach of any representation, warranty, covenant or agreement made by WOGI contained in this Agreement or in any document or other writing delivered by them or on their behalf pursuant to this Agreement.

SECTION 11. MISCELLANEOUS

11.1 Waivers. The waiver of a breach of this Agreement or the failure of any party hereto to exercise any right under this agreement shall in no event constitute waiver as to any future breach whether similar or dissimilar in nature or as to the exercise of any further right under this Agreement.

11.2 Amendment. Prior to the Closing, this Agreement may be amended or modified only by a written instrument signed by each of the parties. Following the Closing, this Agreement may not be amended or modified only by a written instrument signed by each of the parties and the written consent of RS Brands, Inc.

11.3 Binding Agreement; Assignment. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. This Agreement is not assignable by any party except by operation of law.

11.4 Notices. Until otherwise specified in writing, the mailing addresses of both parties of this Agreement shall be as follows:

The Shareholders and

MDN.COM : AV. Ceasar Vallejo N
1403 Of. 304
Lince - Lima

WOGI: 609 N Charles Richard Beall Blvd
Suite 105
Debary, FL 32713

Any notice or statement given under this Agreement shall be deemed to have been given if sent by certified mail, return receipt requested, overnight courier or personal delivery, to the other party(ies) at the addresses indicated above or at such other address or number as may be furnished in writing in accordance with this paragraph.

11.5 Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Florida, without regard to the conflicts of law provisions thereof. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the County of Volusia, State of Florida, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable in that jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in any other jurisdiction. **EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY.**

11.6 Publicity. No publicity release or announcement concerning this Agreement or the transactions contemplated hereby shall be issued by either party hereto at any time from the signing hereof without advance approval in writing of the form and substance thereof by the other party.

11.7 Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) and the collateral agreements executed in connection with the consummation of the transactions contemplated herein contain the entire agreement among the parties with respect to the subject matter hereof, and supersede all prior agreements, written or oral, with respect thereto.

11.8 Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.


11.9 Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

11.10 Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall constitute an original copy hereof, but all of which together shall consider but one and the same document. This Agreement may be executed and delivered by facsimile transmission and when so executed and delivered shall have the same effect as if the receiving party had received an original counterpart of this Agreement.


[continued on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WORLD OIL GROUP, INC.



By: 
Nathan Hall, President

MDN.COM EIRL

By: 
Jose Arnacanqui Caceres
President

SHAREHOLDERS:


Jose Arnacanqui Caceres

  Ines Lourdes Romero Salazar



SCHEDULE A

SHAREHOLDERS OF MDN.COM

Name and Address of MDN.COM Shareholders	Shares owned in MDN.COM before the Exchange	Number of WOGI Shares to be Issued upon Exchange	Shares owned in MDN.COM after the Exchange
Jose Armacanqui Caceres AV. Ceasar Vallejo N 1403 OF. 304 Lince - Lima	100,000	500,000	51,000
World Oil Group, Inc. 609 N Charles Richard Blvd Suite 105 Debary, FL 32713			49,000
TOTAL	100,000	1,000,000	100,000