Holiday Island Holdings, Inc.

RESOLUTION FROM THE BOARD OF DIRECTORS

The undersigned, being members of the Board of Directors of Holiday Island Holdings, Inc., a Delaware corporation, do hereby declare and state that they consent to and hereby adopt the following resolutions and/or the following actions:

RESOLVED: In connection with the Board Meeting on December 5, 2015 of Holiday Island Holdings, Inc., a Delaware corporation, approved an Employment Agreement with S. Gene Thompson to be appointed as its Chief Executive Officer and Chairman of the Board of Directors. The two year agreement allows an Annual Salary of One Hundred Eighty Thousand Dollars ($180,000) to be paid in monthly increments of $15,000 and may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion; a signing bonus of $50,000 to be issued in the form 500,000,000 restricted common shares of the Company at a value of $.0001 per share. On the first year anniversary of this agreement Thompson is to receive $50,000 in the form of an 8% Convertible Note with a 6 month maturity and conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion, and reimbursement of expenses incurred by Thompson within the normal course of business. The expenses may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion. See attached as Exhibit 1.1

Further, In connection with the Board Meeting on December 5, 2015 of Holiday Island Holdings, Inc., a Delaware corporation, approved certain accrued expenses of $4,500 and unpaid salary from November 11, 2013 through March 31, 2015 of $500 per week. The total accrued salary to date is $35,000 for 70 weeks. The Company has agreed to convert a total of $39,500 to be issued in the form 395,000,000 restricted common shares of the Company at a value of $.0001 per share.

In connection with the Board Meeting on December 5, 2015 of Holiday Island Holdings, Inc., a Delaware corporation, approved an Employment Agreement with Gary B. Tilden to be appointed as its Chief Operating Officer and Director. The two year agreement allows an Annual Salary of Thirty Six Thousand Dollars ($36,000) to be paid in monthly increments of $3,000 and may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion; a signing bonus of $25,000 to be issued in the form 250,000,000 restricted common shares of the Company at a value of $.0001 per share. On the first year anniversary of this agreement Tilden is to receive $25,000 in the form of an 8% Convertible Note with a 6 month maturity and conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion, and reimbursement of expenses incurred by Tilden within the normal course of business. The expenses may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion. See attached as Exhibit 1.2

In connection with the Board Meeting on December 5, 2015 of Holiday Island Holdings, Inc., a Delaware corporation, approved the Consulting Agreement with Thomas Dees to be appointed as a Member of the Advisory Board. The two year appointment includes An Annual Fee of Five Thousand Dollars ($5,000) to be paid at the end of the 12 month period and may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion; a signing bonus of $20,000 to be issued in the form 200,000,000 restricted common shares of the Company at a value of $.0001 per share. On the first year anniversary of this agreement Dees is to receive $20,000 in the form of an 8% Convertible Note with a 6 month maturity and conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion, and reimbursement of expenses incurred by Dees within the normal course of business. Expenses may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion. See attached as Exhibit 1.3

In connection with the Board Meeting on December 5, 2015 of Holiday Island Holdings, Inc., a Delaware corporation, approved the Consulting Agreement with Michael A. Richard to be appointed as a Member of the Advisory Board. The two year appointment includes An Annual Fee of Five Thousand Dollars ($5,000) to be paid at the end of the 12 month period and may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion; a signing bonus of $20,000 to be issued in the form 200,000,000 restricted common shares of the Company at a value of $.0001 per share. On the first year anniversary of this agreement Richard is to receive $20,000 in the form of an 8% Convertible Note with a 6 month maturity and conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion, and reimbursement of expenses incurred by Richard within the normal course of business. Expenses may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion. See attached as Exhibit 1.4

In connection with the Board Meeting on December 5, 2015 of Holiday Island Holdings, Inc., a Delaware corporation, approved the Consulting Agreement with Jerry T. Kendall to be appointed as a Member of the Advisory Board. The two year appointment includes An Annual Fee of Five Thousand Dollars ($5,000) to be paid at the end of the 12 month period and may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion; a signing bonus of $20,000 to be issued in the form 200,000,000 restricted common shares of the Company at a value of $.0001 per share. On the first year anniversary of this agreement Kendall is to receive $20,000 in the form of an 8% Convertible Note with a 6 month maturity and conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion, and reimbursement of expenses incurred by Kendall within the normal course of business. Expenses may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion. See attached as Exhibit 1.5

In connection with the Board Meeting on December 5, 2015 of Holiday Island Holdings, Inc., a Delaware corporation, approved the Director Agreement with Andrew High to be appointed as a Member of the Board of Directors. The two year appointment includes An Annual Fee of Five Thousand Dollars ($5,000) to be paid at the end of the 12 month period and may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion; a signing bonus of $20,000 to be issued in the form 200,000,000 restricted common shares of the Company at a value of $.0001 per share. On the first year anniversary of this agreement High is to receive $20,000 in the form of an 8% Convertible Note with a 6 month maturity and conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion, and reimbursement of expenses incurred by High within the normal course of business. Expenses may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion. See attached as Exhibit 1.6

The Company hereby authorizes Pacific Stock Transfer Company Inc. to issue the above specified shares and deliver the said share certificates to Holiday Island Holdings Inc. upon receipt of this Board Resolution. The restricted shares should be issued in the name as follows:

Share Holder Name	Amount of Restricted Shares Issued
S. Gene Thompson	500,000,000
S. Gene Thompson	395,000,000
Gary B. Tilden	250,000,000
Andrew High	200,000,000
Thomas Dees	200,000,000
Michael A. Richard	200,000,000
Jerry T. Kendall	200,000,000
Total Issued Restricted Common Shares	1,945,000,000

I certify that the Corporation is duly organized and existing and has the power to take action called for by the above Resolution dated December 5, 2015.

Acknowledged by:

/s/ S. Gene Thompson
S. Gene Thompson, CEO and Chairman

/s/ Andrew High
Andrew High, Director

Exhibit 1.1
Holiday Island Holdings, Inc.
EMPLOYMENT AGREEMENT

This Agreement is dated this 5th Day of December, 2015 by and between S. Gene Thompson, (“Thompson”), and Holiday Island Holdings, Inc., a Delaware corporation, is hereinafter referred to as the (“Company” or “HIHI”, respectively).

RECITALS

A. Whereas; HIHI desires to enter into an Employment Agreement (“Agreement)” with Thompson to serve as its Chief Executive Officer (“CEO”) and Chairman of the Board of Directors, and

B. Whereas: HIHI's Board of Directors held a meeting of on December 5, 2015 at which time the Board unanimously voted to appoint Thompson to become a Chief Executive Officer (“CEO”) and Chairman of the Board of Directors of the Company. Thompson is responsible for overseeing the entire operations of the Company, and

C. Whereas; Thompson will work directly with the Board of Directors and Company management to provide the overall direction, goals and strategies of the Company to be implemented for HIHI, and

D. Whereas; HIHI and Thompson have reviewed this Agreement and any documents delivered pursuant hereto and have taken such additional steps and reviewed such additional documents and information as deemed necessary to make an informed decision to enter into this Agreement, and

E. Whereas; Each of the parties hereto desires to make certain representations, warranties and agreements in connection herewith and also to describe certain conditions hereto in the Agreement.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Job Title and Term of Agreement:

1. **Job Title**: Chief Executive Officer (“CEO”) and Chairman of the Board of Directors of Holiday Island Holdings, Inc.

2. **Term:** The term of this Agreement is for a minimum of two (2) years.

Compensation, Bonuses, & Benefits:

a. **Annual Salary:** An Annual Salary of One Hundred Eighty Thousand Dollars ($180,000) to be paid in monthly increments of $15,000 and may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion.

b. **Stock Signing Bonus:** A signing bonus of $50,000 to be issued in the form 500,000,000 restricted common shares of the Company at a value of $.0001 per share. On the first year anniversary of this agreement Thompson is to receive $50,000 in the form of an 8% Convertible Note with a 6 month maturity and conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion.

c. **Expenses:** HIHI agrees to reimburse expenses incurred by Thompson within the normal course of business. The expenses may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion.

d. **Benefits:** There are no other benefits being offered at this time, however. The Company will consider E&O (Executive Officer Insurance), and Health Benefits at a later date, and at such time will amend this agreement to include those benefits.

4. **Confidentiality:**

The provisions of this Agreement are confidential and private and are not to be disclosed to outside parties (except on a reasonable need to know basis only) without the express, advance consent of all parties hereto or by order of a court of competent jurisdiction.

Thompson agrees and acknowledges that during the course of this Agreement in the performance of his duties and responsibilities that he will come into possession or knowledge of information of a confidential nature and/or proprietary information of HIHI.

Such confidential and/or proprietary information includes, but is not limited to the following of HIHI: its agents, contractors, employees and all affiliates; corporate and/or financial information and records of HIHI or any client, customer or associate of HIHI; information regarding others under contract, or in contact with, HIHI; customer information; client information; shareholder information; business contacts, investor leads and contacts; employee information; documents regarding HIHI's website and any HIHI product, including intellectual property.

Thompson represents and warrants to HIHI that he will not divulge confidential, proprietary information of HIHI to anyone or anything without the advance, express consent of HIHI, and further will not use any proprietary information of HIHI for his or anyone else's gain or advantage during and after the term of this Agreement.

5. **Further Representations and Warranties:**

Thompson acknowledges that this is an employment position and represents that he will perform his duties and functions herein in a timely, competent and professional manner. Thompson represents and warrants that he will be fair in his dealing with HIHI and will not knowingly do anything against the interests of HIHI.

6. **Survival of Warranties and Representations**:

The parties hereto agree that all warranties and representations of the parties survive the closing of this transaction.

7. **Termination:**

This agreement is expressly not "at will." It can be terminated by HIHI only for cause, after reasonable notice and opportunity to correct any alleged deficiencies. Thompson may request a hearing of the full Board of Directors to defend himself against any attempt of HIHI to terminate this Agreement. Any final determination of termination must be made by majority vote of the HIHI Board of Directors (after such a hearing, if requested). Thompson must give at least 30-day's notice if he intends to resign.

MISCELLANEOUS PROVISIONS

1. **Expenses:** HIHI will accept responsibility for the respective costs, fees and expenses associated with the entering into or carrying out its obligations under this Agreement.

2. **Indemnification:** Any party, when an offending party, agrees to indemnify and hold harmless the other non-offending parties from any claim of damage of any party or non-party arising out of any act or omission of the offending party arising from this Agreement.

3. **Notices:** All notices required or permitted hereunder shall be in writing and shall be deemed given and received when delivered in person or sent by confirmed facsimile, or ten (10) business days after being deposited in the United States mail, postage prepaid, return receipt requested, addressed to the applicable party as the address as follows:

   Company: Holiday Island Holdings, Inc.
   3 Parkwood Drive
   Suite C
   Holiday Island, AR 72631

   Employee: S. Gene Thompson
   3 Parkwood Drive
   Suite C
   Holiday Island, AR 72631

4. **Breach**: In the event of a breach of this Agreement, ten (10) days written notice (from the date of receipt of the notice) shall be given. Upon notice so given, if the breach is not so corrected, the non-breaching party may take appropriate legal action per the terms of this Agreement.

5. **Assignment:** This Agreement is assignable only with the written permission of HIHI and Thompson.

6. **Amendment:** This Agreement is the full and complete, integrated agreement of the parties, merging and superseding all previous written and/or oral agreements and representations between and among the parties, and is amendable in writing upon the agreement of all concerned parties. All attachments hereto, if any, are deemed to be a part hereof.

7. **Interpretation:** This Agreement shall be interpreted as if jointly drafted by the parties. It shall be governed by the laws of the State of Arkansas applicable to contracts made to be performed entirely therein.

8. **Enforcement:** If the parties cannot settle a dispute between them in a timely fashion, either party may file for arbitration within the State of Arkansas. Arbitration shall be governed by the rules of the American Arbitration Association. The arbitrator(s) may award reasonable attorney's fees and costs to the prevailing party. Either party may apply for injunctive relief or enforcement of an arbitration decision in a court of competent jurisdiction within Holiday Island, AR.

9. **Counterparts:** This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile signatures shall be considered as valid and binding as original signatures.

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

Holiday Island Holdings, Inc.

/s/ Andrew High

____

Andrew High, Director

Individual

/s/ S. Gene Thompson

____

S. Gene Thompson

Holiday Island Holdings, Inc.

Exhibit 1.2
Holiday Island Holdings, Inc.
EMPLOYMENT AGREEMENT

This Agreement is dated this 5th Day of December, 2015 by and between Gary B. Tilden, ("Tilden"), and Holiday Island Holdings, Inc., a Delaware corporation, is hereinafter referred to as the ("Company" or "HIHI", respectively).

RECITALS

A. Whereas; HIHI desires to enter into an Employment Agreement ("Agreement)" with Tilden to serve as its Chief Operations Officer ("COO") and Member of the Board of Directors, and

B. Whereas: HIHI's Board of Directors held a meeting of on December 5, 2015 at which time the Board unanimously voted to appoint Tilden to become a Member of the Board of Directors and Chief Operations Officer (COO) of the Company. Tilden is responsible for working under the instruction of the CEO and assisting with the operations of the Company, and

C. Whereas; Tilden will work directly with the Board of Directors and Company management to assist with the overall direction, goals and strategies of the Company to be implemented for HIHI, and

D. Whereas; HIHI and Tilden have reviewed this Agreement and any documents delivered pursuant hereto and have taken such additional steps and reviewed such additional documents and information as deemed necessary to make an informed decision to enter into this Agreement, and

E. Whereas; Each of the parties hereto desires to make certain representations, warranties and agreements in connection herewith and also to describe certain conditions hereto in the Agreement.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Job Title and Term of Agreement:

1. **Job Title**: Chief Operations Officer ("COO") and Member of the Board of Directors of Holiday Island Holdings, Inc.

2. **Term:** The term of this Agreement is for a minimum of two (2) years.

Compensation, Bonuses, & Benefits:

a. **Annual Salary:** An Annual Salary of Thirty Six Thousand Dollars ($36,000) to be paid in monthly increments of $3,000 and may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion.

b. **Stock Signing Bonus:** A signing bonus of $25,000 to be issued in the form 250,000,000 restricted common shares of the Company at a value of $.0001 per share. On the first year anniversary of this agreement Tilden is to receive $25,000 in the form of an 8% Convertible Note with a 6 month maturity and conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion.

c. **Expenses:** HIHI agrees to reimburse expenses incurred by Tilden within the normal course of business. The expenses may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion.

d. **Benefits:** There are no other benefits being offered at this time, however. The Company will consider E&O (Executive Officer Insurance), and Health Benefits at a later date, and at such time will amend this agreement to include those benefits.

4. **Confidentiality:**

The provisions of this Agreement are confidential and private and are not to be disclosed to outside parties (except on a reasonable need to know basis only) without the express, advance consent of all parties hereto or by order of a court of competent jurisdiction.

Tilden agrees and acknowledges that during the course of this Agreement in the performance of his duties and responsibilities that he will come into possession or knowledge of information of a confidential nature and/or proprietary information of HIHI.

Such confidential and/or proprietary information includes, but is not limited to the following of HIHI: its agents, contractors, employees and all affiliates; corporate and/or financial information and records of HIHI or any client, customer or associate of HIHI; information regarding others under contract, or in contact with, HIHI; customer information; client information; shareholder information; business contacts, investor leads and contacts; employee information; documents regarding HIHI's website and any HIHI product, including intellectual property.

Tilden represents and warrants to HIHI that he will not divulge confidential, proprietary information of HIHI to anyone or anything without the advance, express consent of HIHI, and further will not use any proprietary information of HIHI for his or anyone else's gain or advantage during and after the term of this Agreement.

5. **Further Representations and Warranties:**

Tilden acknowledges that this is an employment position and represents that he will perform his duties and functions herein in a timely, competent and professional manner. Tilden represents and warrants that he will be fair in his dealing with HIHI and will not knowingly do anything against the interests of HIHI.

6. **Survival of Warranties and Representations**:

The parties hereto agree that all warranties and representations of the parties survive the closing of this transaction.

7. **Termination:**

This agreement is expressly not "at will." It can be terminated by HIHI only for cause, after reasonable notice and opportunity to correct any alleged deficiencies. Tilden may request a hearing of the full Board of Directors to defend himself against any attempt of HIHI to terminate this Agreement. Any final determination of termination must be made by majority vote of the HIHI Board of Directors (after such a hearing, if requested). Tilden must give at least 30-day's notice if he intends to resign.

MISCELLANEOUS PROVISIONS

1. **Expenses:** HIHI will accept responsibility for the respective costs, fees and expenses associated with the entering into or carrying out its obligations under this Agreement.

2. **Indemnification:** Any party, when an offending party, agrees to indemnify and hold harmless the other non-offending parties from any claim of damage of any party or non-party arising out of any act or omission of the offending party arising from this Agreement.

3. **Notices:** All notices required or permitted hereunder shall be in writing and shall be deemed given and received when delivered in person or sent by confirmed facsimile, or ten (10) business days after being deposited in the United States mail, postage prepaid, return receipt requested, addressed to the applicable party as the address as follows:

   Company: Holiday Island Holdings, Inc.
   3 Parkwood Drive
   Suite C
   Holiday Island, AR 72631

   Employee: Gary B. Tilden
   3 Parkwood Drive
   Suite C
   Holiday Island, AR 72631

4. **Breach**: In the event of a breach of this Agreement, ten (10) days written notice (from the date of receipt of the notice) shall be given. Upon notice so given, if the breach is not so corrected, the non-breaching party may take appropriate legal action per the terms of this Agreement.

5. **Assignment:** This Agreement is assignable only with the written permission of HIHI and Tilden.

6. **Amendment:** This Agreement is the full and complete, integrated agreement of the parties, merging and superseding all previous written and/or oral agreements and representations between and among the parties, and is amendable in writing upon the agreement of all concerned parties. All attachments hereto, if any, are deemed to be a part hereof.

7. **Interpretation:** This Agreement shall be interpreted as if jointly drafted by the parties. It shall be governed by the laws of the State of Arkansas applicable to contracts made to be performed entirely therein.

8. **Enforcement:** If the parties cannot settle a dispute between them in a timely fashion, either party may file for arbitration within the State of Arkansas. Arbitration shall be governed by the rules of the American Arbitration Association. The arbitrator(s) may award reasonable attorney's fees and costs to the prevailing party. Either party may apply for injunctive relief or enforcement of an arbitration decision in a court of competent jurisdiction within Holiday Island, AR.

9. **Counterparts:** This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile signatures shall be considered as valid and binding as original signatures.

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

Holiday Island Holdings, Inc.

/s/ S. Gene Thompson

____

S. Gene Thompson, CEO

Individual

/s/ Gary B. Tilden

____

Gary B. Tilden

Exhibit 1.3
Holiday Island Holdings, Inc.
CONSULTING AGREEMENT

This Agreement is dated this 5th Day of December, 2015 by and between Thomas Dees, ("Dees"), and Holiday Island Holdings, Inc., a Delaware corporation, is hereinafter referred to as the ("Company" or "HIHI", respectively).

RECITALS

A. Whereas; HIHI desires to enter into a Consulting Agreement ("Agreement)" with Dees to serve as a Member of the Advisory Board, and

B. Whereas: HIHI's Board of Directors held a meeting of on December 5, 2015 at which time the Board unanimously voted to appoint Dees to become a Member of the Advisory Board. Dees is responsible for advising Holiday Island Holdings, Inc., and

C. Whereas; Dees will work directly with the Board of Directors and Company management to advise with the overall direction, goals and strategies of the Company to be implemented for HIHI, and

D. Whereas; HIHI and Dees have reviewed this Agreement and any documents delivered pursuant hereto and have taken such additional steps and reviewed such additional documents and information as deemed necessary to make an informed decision to enter into this Agreement, and

E. Whereas; Each of the parties hereto desires to make certain representations, warranties and agreements in connection herewith and also to describe certain conditions hereto in the Agreement.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Job Title and Term of Agreement:

1. **Job Title**: Member of the Advisory Board of Holiday Island Holdings, Inc.

2. **Term:** The term of this Agreement is for a minimum of two (2) years.

Compensation, Bonuses, & Benefits:

a. **Annual Payment:** An Annual Fee of Five Thousand Dollars ($5,000) to be paid at the end of the 12 month period and may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion.

b. **Stock Signing Bonus:** A signing bonus of $20,000 to be issued in the form 200,000,000 restricted common shares of the Company at a value of $.0001 per share. On the first year anniversary of this agreement Dees is to receive $20,000 in the form of an 8% Convertible Note with a 6 month maturity and conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion.

c. **Expenses:** HIHI agrees to reimburse expenses incurred by Dees within the normal course of business. Expenses may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion.

d. **Benefits:** There are no other benefits being offered at this time.

4. **Confidentiality:**

The provisions of this Agreement are confidential and private and are not to be disclosed to outside parties (except on a reasonable need to know basis only) without the express, advance consent of all parties hereto or by order of a court of competent jurisdiction.

Dees agrees and acknowledges that during the course of this Agreement in the performance of his duties and responsibilities that he will come into possession or knowledge of information of a confidential nature and/or proprietary information of HIHI.

Such confidential and/or proprietary information includes, but is not limited to the following of HIHI: its agents, contractors, employees and all affiliates; corporate and/or financial information and records of HIHI or any client, customer or associate of HIHI; information regarding others under contract, or in contact with, HIHI; customer information; client information; shareholder information; business contacts, investor leads and contacts; employee information; documents regarding HIHI's website and any HIHI product, including intellectual property.

Dees represents and warrants to HIHI that he will not divulge confidential, proprietary information of HIHI to anyone or anything without the advance, express consent of HIHI, and further will not use any proprietary information of HIHI for his or anyone else's gain or advantage during and after the term of this Agreement.

5. **Further Representations and Warranties:**

Dees acknowledges that this is an employment position and represents that he will perform his duties and functions herein in a timely, competent and professional manner. Dees represents and warrants that he will be fair in his dealing with HIHI and will not knowingly do anything against the interests of HIHI.

6. **Survival of Warranties and Representations**:

The parties hereto agree that all warranties and representations of the parties survive the closing of this transaction.

7. **Termination:**

This agreement can be terminated by HIHI without cause or reason. Dees may request a hearing of the full Board of Directors to defend himself against any attempt of HIHI to terminate this Agreement. Any final determination of termination must be made by majority vote of the HIHI Board of Directors (after such a hearing, if requested). Dees must give at least 30-day's notice if he intends to resign.

MISCELLANEOUS PROVISIONS

1. **Expenses:** HIHI will accept responsibility for the respective costs, fees and expenses associated with the entering into or carrying out its obligations under this Agreement.

2. **Indemnification:** Any party, when an offending party, agrees to indemnify and hold harmless the other non-offending parties from any claim of damage of any party or non-party arising out of any act or omission of the offending party arising from this Agreement.

3. **Notices:** All notices required or permitted hereunder shall be in writing and shall be deemed given and received when delivered in person or sent by confirmed facsimile, or ten (10) business days after being deposited in the United States mail, postage prepaid, return receipt requested, addressed to the applicable party as the address as follows:

   Company: Holiday Island Holdings, Inc.
   3 Parkwood Drive
   Suite C
   Holiday Island, AR 72631

   Employee: Thomas Dees
   3 Parkwood Drive
   Suite C
   Holiday Island, AR 72631

4. **Breach**: In the event of a breach of this Agreement, ten (10) days written notice (from the date of receipt of the notice) shall be given. Upon notice so given, if the breach is not so corrected, the non-breaching party may take appropriate legal action per the terms of this Agreement.

5. **Assignment:** This Agreement is assignable only with the written permission of HIHI and Dees.

6. **Amendment:** This Agreement is the full and complete, integrated agreement of the parties, merging and superseding all previous written and/or oral agreements and representations

between and among the parties, and is amendable in writing upon the agreement of all concerned parties. All attachments hereto, if any, are deemed to be a part hereof.

7. **Interpretation:** This Agreement shall be interpreted as if jointly drafted by the parties. It shall be governed by the laws of the State of Arkansas applicable to contracts made to be performed entirely therein.

8. **Enforcement:** If the parties cannot settle a dispute between them in a timely fashion, either party may file for arbitration within the State of Arkansas. Arbitration shall be governed by the rules of the American Arbitration Association. The arbitrator(s) may award reasonable attorney's fees and costs to the prevailing party. Either party may apply for injunctive relief or enforcement of an arbitration decision in a court of competent jurisdiction within Holiday Island, AR.

9. **Counterparts:** This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile signatures shall be considered as valid and binding as original signatures.

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

Holiday Island Holdings, Inc.

/s/ S. Gene Thompson

____

S. Gene Thompson, CEO

Individual

/s/ Thomas Dees

____

Thomas Dees

Holiday Island Holdings, Inc.

Exhibit 1.4
Holiday Island Holdings, Inc.
CONSULTING AGREEMENT

This Agreement is dated this 5th Day of December, 2015 by and between Michael A. Richard, (“Richard”), and Holiday Island Holdings, Inc., a Delaware corporation, is hereinafter referred to as the (“Company” or “HIHI”, respectively).

RECITALS

A. Whereas; HIHI desires to enter into a Consulting Agreement (“Agreement)” with Richard to serve as a Member of the Advisory Board, and

B. Whereas: HIHI's Board of Directors held a meeting of on December 5, 2015 at which time the Board unanimously voted to appoint Richard to become a Member of the Advisory Board. Richard is responsible for advising Holiday Island Holdings, Inc., and

C. Whereas; Richard will work directly with the Board of Directors and Company management to advise with the overall direction, goals and strategies of the Company to be implemented for HIHI, and

D. Whereas; HIHI and Richard have reviewed this Agreement and any documents delivered pursuant hereto and have taken such additional steps and reviewed such additional documents and information as deemed necessary to make an informed decision to enter into this Agreement, and

E. Whereas; Each of the parties hereto desires to make certain representations, warranties and agreements in connection herewith and also to describe certain conditions hereto in the Agreement.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Job Title and Term of Agreement:

1. **Job Title**: Member of the Advisory Board of Holiday Island Holdings, Inc.

2. **Term:** The term of this Agreement is for a minimum of two (2) years.

Compensation, Bonuses, & Benefits:

a. **Annual Payment:** An Annual Fee of Five Thousand Dollars ($5,000) to be paid at the end of the 12 month period and may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion.

b. **Stock Signing Bonus:** A signing bonus of $20,000 to be issued in the form 200,000,000 restricted common shares of the Company at a value of $.0001 per share. On the first year anniversary of this agreement Richard is to receive $20,000 in the form of an 8% Convertible Note with a 6 month maturity and conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion.

c. **Expenses:** HIHI agrees to reimburse expenses incurred by Richard within the normal course of business. Expenses may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion.

d. **Benefits:** There are no other benefits being offered at this time.

4. **Confidentiality:**

The provisions of this Agreement are confidential and private and are not to be disclosed to outside parties (except on a reasonable need to know basis only) without the express, advance consent of all parties hereto or by order of a court of competent jurisdiction.

Richard agrees and acknowledges that during the course of this Agreement in the performance of his duties and responsibilities that he will come into possession or knowledge of information of a confidential nature and/or proprietary information of HIHI.

Such confidential and/or proprietary information includes, but is not limited to the following of HIHI: its agents, contractors, employees and all affiliates; corporate and/or financial information and records of HIHI or any client, customer or associate of HIHI; information regarding others under contract, or in contact with, HIHI; customer information; client information; shareholder information; business contacts, investor leads and contacts; employee information; documents regarding HIHI’s website and any HIHI product, including intellectual property.

Richard represents and warrants to HIHI that he will not divulge confidential, proprietary information of HIHI to anyone or anything without the advance, express consent of HIHI, and further will not use any proprietary information of HIHI for his or anyone else's gain or advantage during and after the term of this Agreement.

5. **Further Representations and Warranties:**

Richard acknowledges that this is an employment position and represents that he will perform his duties and functions herein in a timely, competent and professional manner. Richard represents and warrants that he will be fair in his dealing with HIHI and will not knowingly do anything against the interests of HIHI.

6. **Survival of Warranties and Representations**:

The parties hereto agree that all warranties and representations of the parties survive the closing of this transaction.

7. **Termination:**

This agreement can be terminated by HIHI without cause or reason. Richard may request a hearing of the full Board of Directors to defend himself against any attempt of HIHI to terminate this Agreement. Any final determination of termination must be made by majority vote of the HIHI Board of Directors (after such a hearing, if requested). Richard must give at least 30-day's notice if he intends to resign.

MISCELLANEOUS PROVISIONS

1. **Expenses:** HIHI will accept responsibility for the respective costs, fees and expenses associated with the entering into or carrying out its obligations under this Agreement.

2. **Indemnification:** Any party, when an offending party, agrees to indemnify and hold harmless the other non-offending parties from any claim of damage of any party or non-party arising out of any act or omission of the offending party arising from this Agreement.

3. **Notices:** All notices required or permitted hereunder shall be in writing and shall be deemed given and received when delivered in person or sent by confirmed facsimile, or ten (10) business days after being deposited in the United States mail, postage prepaid, return receipt requested, addressed to the applicable party as the address as follows:

   Company: Holiday Island Holdings, Inc.
   3 Parkwood Drive
   Suite C
   Holiday Island, AR 72631

   Employee: Michael A. Richard
   3 Parkwood Drive
   Suite C
   Holiday Island, AR 72631

4. **Breach**: In the event of a breach of this Agreement, ten (10) days written notice (from the date of receipt of the notice) shall be given. Upon notice so given, if the breach is not so corrected, the non-breaching party may take appropriate legal action per the terms of this Agreement.

5. **Assignment:** This Agreement is assignable only with the written permission of HIHI and Richard.

6. **Amendment:** This Agreement is the full and complete, integrated agreement of the parties, merging and superseding all previous written and/or oral agreements and representations

between and among the parties, and is amendable in writing upon the agreement of all concerned parties. All attachments hereto, if any, are deemed to be a part hereof.

7. **Interpretation:** This Agreement shall be interpreted as if jointly drafted by the parties. It shall be governed by the laws of the State of Arkansas applicable to contracts made to be performed entirely therein.

8. **Enforcement:** If the parties cannot settle a dispute between them in a timely fashion, either party may file for arbitration within the State of Arkansas. Arbitration shall be governed by the rules of the American Arbitration Association. The arbitrator(s) may award reasonable attorney's fees and costs to the prevailing party. Either party may apply for injunctive relief or enforcement of an arbitration decision in a court of competent jurisdiction within Holiday Island, AR.

9. **Counterparts:** This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile signatures shall be considered as valid and binding as original signatures.

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

Holiday Island Holdings, Inc.

/s/ S. Gene Thompson

____

S. Gene Thompson, CEO

Individual

/s/ Michael Richard

____

Michael Richard

Exhibit 1.5
Holiday Island Holdings, Inc.
CONSULTING AGREEMENT

This Agreement is dated this 5th Day of December, 2015 by and between Jerry T. Kendall, ("Kendall"), and Holiday Island Holdings, Inc., a Delaware corporation, is hereinafter referred to as the ("Company" or "HIHI", respectively).

RECITALS

A. Whereas; HIHI desires to enter into a Consulting Agreement ("Agreement)" with Kendall to serve as a Member of the Advisory Board, and

B. Whereas: HIHI's Board of Directors held a meeting of on December 5, 2015 at which time the Board unanimously voted to appoint Kendall to become a Member of the Advisory Board. Kendall is responsible for advising Holiday Island Holdings, Inc., and

C. Whereas; Kendall will work directly with the Board of Directors and Company management to advise with the overall direction, goals and strategies of the Company to be implemented for HIHI, and

D. Whereas; HIHI and Kendall have reviewed this Agreement and any documents delivered pursuant hereto and have taken such additional steps and reviewed such additional documents and information as deemed necessary to make an informed decision to enter into this Agreement, and

E. Whereas; Each of the parties hereto desires to make certain representations, warranties and agreements in connection herewith and also to describe certain conditions hereto in the Agreement.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Job Title and Term of Agreement:

1. **Job Title**: Member of the Advisory Board of Holiday Island Holdings, Inc.

2. **Term:** The term of this Agreement is for a minimum of two (2) years.

Compensation, Bonuses, & Benefits:

a. **Annual Payment:** An Annual Fee of Five Thousand Dollars ($5,000) to be paid at the end of the 12 month period and may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion.

b. **Stock Signing Bonus:** A signing bonus of $20,000 to be issued in the form 200,000,000 restricted common shares of the Company at a value of $.0001 per share. On the first year anniversary of this agreement Kendall is to receive $20,000 in the form of an 8% Convertible Note with a 6 month maturity and conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion.

c. **Expenses:** HIHI agrees to reimburse expenses incurred by Kendall within the normal course of business. Expenses may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion.

d. **Benefits:** There are no other benefits being offered at this time.

4. **Confidentiality:**

The provisions of this Agreement are confidential and private and are not to be disclosed to outside parties (except on a reasonable need to know basis only) without the express, advance consent of all parties hereto or by order of a court of competent jurisdiction.

Kendall agrees and acknowledges that during the course of this Agreement in the performance of his duties and responsibilities that he will come into possession or knowledge of information of a confidential nature and/or proprietary information of HIHI.

Such confidential and/or proprietary information includes, but is not limited to the following of HIHI: its agents, contractors, employees and all affiliates; corporate and/or financial information and records of HIHI or any client, customer or associate of HIHI; information regarding others under contract, or in contact with, HIHI; customer information; client information; shareholder information; business contacts, investor leads and contacts; employee information; documents regarding HIHI's website and any HIHI product, including intellectual property.

Kendall represents and warrants to HIHI that he will not divulge confidential, proprietary information of HIHI to anyone or anything without the advance, express consent of HIHI, and further will not use any proprietary information of HIHI for his or anyone else's gain or advantage during and after the term of this Agreement.

5. **Further Representations and Warranties:**

Kendall acknowledges that this is an employment position and represents that he will perform his duties and functions herein in a timely, competent and professional manner. Kendall represents and warrants that he will be fair in his dealing with HIHI and will not knowingly do anything against the interests of HIHI.

6. **Survival of Warranties and Representations**:

The parties hereto agree that all warranties and representations of the parties survive the closing of this transaction.

7. **Termination:**

This agreement can be terminated by HIHI without cause or reason. Kendall may request a hearing of the full Board of Directors to defend himself against any attempt of HIHI to terminate this Agreement. Any final determination of termination must be made by majority vote of the HIHI Board of Directors (after such a hearing, if requested). Kendall must give at least 30-day's notice if he intends to resign.

MISCELLANEOUS PROVISIONS

1. **Expenses:** HIHI will accept responsibility for the respective costs, fees and expenses associated with the entering into or carrying out its obligations under this Agreement.

2. **Indemnification:** Any party, when an offending party, agrees to indemnify and hold harmless the other non-offending parties from any claim of damage of any party or non-party arising out of any act or omission of the offending party arising from this Agreement.

3. **Notices:** All notices required or permitted hereunder shall be in writing and shall be deemed given and received when delivered in person or sent by confirmed facsimile, or ten (10) business days after being deposited in the United States mail, postage prepaid, return receipt requested, addressed to the applicable party as the address as follows:

   Company: Holiday Island Holdings, Inc.
3 Parkwood Drive
Suite C
Holiday Island, AR 72631

   Employee: Jerry T. Kendall
3 Parkwood Drive
Suite C
Holiday Island, AR 72631

4. **Breach**: In the event of a breach of this Agreement, ten (10) days written notice (from the date of receipt of the notice) shall be given. Upon notice so given, if the breach is not so corrected, the non-breaching party may take appropriate legal action per the terms of this Agreement.

5. **Assignment:** This Agreement is assignable only with the written permission of HIHI and Kendall.

6. **Amendment:** This Agreement is the full and complete, integrated agreement of the parties, merging and superseding all previous written and/or oral agreements and representations

between and among the parties, and is amendable in writing upon the agreement of all concerned parties. All attachments hereto, if any, are deemed to be a part hereof.

7. **Interpretation:** This Agreement shall be interpreted as if jointly drafted by the parties. It shall be governed by the laws of the State of Arkansas applicable to contracts made to be performed entirely therein.

8. **Enforcement:** If the parties cannot settle a dispute between them in a timely fashion, either party may file for arbitration within the State of Arkansas. Arbitration shall be governed by the rules of the American Arbitration Association. The arbitrator(s) may award reasonable attorney's fees and costs to the prevailing party. Either party may apply for injunctive relief or enforcement of an arbitration decision in a court of competent jurisdiction within Holiday Island, AR.

9. **Counterparts:** This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile signatures shall be considered as valid and binding as original signatures.

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

Holiday Island Holdings, Inc.

/s/ S. Gene Thompson

____

S. Gene Thompson, CEO

Individual

/s/ Jerry Kendall

____

Jerry Kendall

Holiday Island Holdings, Inc.

Exhibit 1.6
Holiday Island Holdings, Inc.
DIRECTOR AGREEMENT

This Agreement is dated this 5th Day of December, 2015 by and between Andrew High, (“High”), and Holiday Island Holdings, Inc., a Delaware corporation, is hereinafter referred to as the (“Company” or “HIHI”, respectively).

RECITALS

A. Whereas; HIHI desires to enter into a Director Agreement (“Agreement)” with High to serve as a Member of the Board of Directors, and

B. Whereas: HIHI's Board of Directors held a meeting on December 5, 2015 at which time the Board unanimously voted to appoint High to become a Member of the Board of Directors, and

C. Whereas; High will work directly with the Board of Directors and Company management to act in the capacity as a Board Member in supporting the overall direction, goals and strategies of the Company to be implemented for HIHI, and

D. Whereas; HIHI and High have reviewed this Agreement and any documents delivered pursuant hereto and have taken such additional steps and reviewed such additional documents and information as deemed necessary to make an informed decision to enter into this Agreement, and

E. Whereas; Each of the parties hereto desires to make certain representations, warranties and agreements in connection herewith and also to describe certain conditions hereto in the Agreement.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Job Title and Term of Agreement:

1. **Job Title**: Member of the Board of Directors of Holiday Island Holdings, Inc.

2. **Term:** The term of this Agreement is for a minimum of two (2) years.

Compensation, Bonuses, & Benefits:

a. **Annual Compensation:** An Annual Fee of Five Thousand Dollars ($5,000) to be paid at the end of the 12 month period and may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion.

b. **Stock Signing Bonus:** A signing bonus of $20,000 to be issued in the form 200,000,000 restricted common shares of the Company at a value of $.0001 per share. On the first year anniversary of this agreement High is to receive $50,000 in the form of an 8% Convertible Note with a 6 month maturity and conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion.

c. **Expenses:** HIHI agrees to reimburse expenses incurred by High within the normal course of business. The expenses may be accrued with interest of 6% and converted to a debenture at any time with conversion features of 25% discount to market price based upon the average closing stock price of the previous 20 days to conversion.

d. **Benefits:** There are no other benefits being offered at this time.

4. **Confidentiality:**

The provisions of this Agreement are confidential and private and are not to be disclosed to outside parties (except on a reasonable need to know basis only) without the express, advance consent of all parties hereto or by order of a court of competent jurisdiction.

High agrees and acknowledges that during the course of this Agreement in the performance of his duties and responsibilities that he will come into possession or knowledge of information of a confidential nature and/or proprietary information of HIHI.

Such confidential and/or proprietary information includes, but is not limited to the following of HIHI: its agents, contractors, employees and all affiliates; corporate and/or financial information and records of HIHI or any client, customer or associate of HIHI; information regarding others under contract, or in contact with, HIHI; customer information; client information; shareholder information; business contacts, investor leads and contacts; employee information; documents regarding HIHI's website and any HIHI product, including intellectual property.

High represents and warrants to HIHI that he will not divulge confidential, proprietary information of HIHI to anyone or anything without the advance, express consent of HIHI, and further will not use any proprietary information of HIHI for his or anyone else's gain or advantage during and after the term of this Agreement.

5. **Further Representations and Warranties:**

High acknowledges that this is an employment position and represents that he will perform his duties and functions herein in a timely, competent and professional manner. High represents and warrants that he will be fair in his dealing with HIHI and will not knowingly do anything against the interests of HIHI.

6. **Survival of Warranties and Representations**:

The parties hereto agree that all warranties and representations of the parties survive the closing of this transaction.

7. **Termination:**

This agreement is expressly not "at will." It can be terminated by HIHI only for cause, after reasonable notice and opportunity to correct any alleged deficiencies. High may request a hearing of the full Board of Directors to defend himself against any attempt of HIHI to terminate this Agreement. Any final determination of termination must be made by majority vote of the HIHI Board of Directors (after such a hearing, if requested). High must give at least 30-day's notice if he intends to resign.

MISCELLANEOUS PROVISIONS

1. **Expenses:** HIHI will accept responsibility for the respective costs, fees and expenses associated with the entering into or carrying out its obligations under this Agreement.

2. **Indemnification:** Any party, when an offending party, agrees to indemnify and hold harmless the other non-offending parties from any claim of damage of any party or non-party arising out of any act or omission of the offending party arising from this Agreement.

3. **Notices:** All notices required or permitted hereunder shall be in writing and shall be deemed given and received when delivered in person or sent by confirmed facsimile, or ten (10) business days after being deposited in the United States mail, postage prepaid, return receipt requested, addressed to the applicable party as the address as follows:

    Company: Holiday Island Holdings, Inc.
    3 Parkwood Drive
    Suite C
    Holiday Island, AR 72631

    Employee: Andrew High
    3 Parkwood Drive
    Suite C
    Holiday Island, AR 72631

4. **Breach**: In the event of a breach of this Agreement, ten (10) days written notice (from the date of receipt of the notice) shall be given. Upon notice so given, if the breach is not so corrected, the non-breaching party may take appropriate legal action per the terms of this Agreement.

5. **Assignment:** This Agreement is assignable only with the written permission of HIHI and High.

6. **Amendment:** This Agreement is the full and complete, integrated agreement of the parties, merging and superseding all previous written and/or oral agreements and representations between and among the parties, and is amendable in writing upon the agreement of all concerned parties. All attachments hereto, if any, are deemed to be a part hereof.

7. **Interpretation:** This Agreement shall be interpreted as if jointly drafted by the parties. It shall be governed by the laws of the State of Arkansas applicable to contracts made to be performed entirely therein.

8. **Enforcement:** If the parties cannot settle a dispute between them in a timely fashion, either party may file for arbitration within the State of Arkansas. Arbitration shall be governed by the rules of the American Arbitration Association. The arbitrator(s) may award reasonable attorney's fees and costs to the prevailing party. Either party may apply for injunctive relief or enforcement of an arbitration decision in a court of competent jurisdiction within Holiday Island, AR.

9. **Counterparts:** This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile signatures shall be considered as valid and binding as original signatures.

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

Holiday Island Holdings, Inc.

/s/ S. Gene Thompson

____

S. Gene Thompson, CEO

Individual

/s/ Andrew High

____

Andrew High