OTC Markets Group Inc.
New York, NY 10013

ANNUAL REPORT
(Unaudited)

For The Years Ended December 31, 2015 and 2014
(Unaudited)

Holiday Island Holdings, Inc.
(Exact name of registrant as specified in its charter)

Delware	0001122099	33-0668917
(State or other jurisdiction of incorporation)	CIK	(IRS Employer Identification Number)

3 Parkwood Drive, Suite C
Holiday Island, AR 72631
(Address of principal executive offices) (zip code)

Registrant's telephone number, including area code: 479-244-6047

Information required for compliance with the provisions of the

OTC Markets Group Inc. (f/k/a Pink Sheets, LLC)

OTC Pink Basic Disclosure Guidelines

(Version 1.1 – April 25, 2013)

The following information specifies forward-looking statements of our management; this Issuer Information Statement contains certain "forward-looking statements" (as such term is defined in Section 21E of the Securities Exchange Act of 1934, as amended). These statements reflect our current expectations regarding our possible future results of operations, performance, and achievements. These forward-looking statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, regulation of the Securities and Exchange Commission, and common law.

Wherever possible, we have tried to identify these forward-looking statements by using words such as "anticipate," "believe," "estimate," "expect," "plan," "intend," and similar expressions. These statements reflect our current beliefs and are based on information currently available to us. Accordingly, these statements are subject to certain risks, uncertainties, and contingencies, which could cause our actual results, performance, or achievements to differ materially from those expressed in, or implied by, such statements. These risks, uncertainties and contingencies include, without limitation, the factors set forth under "Item VI Describe the Issuer's Business, Products and Services." We have no obligation to update or revise any such forward-looking statements that may be made to reflect events or circumstances after the date of this Issuer Information Disclosure.

In preparing condensed consolidated financial statements in conformity with accounting principles generally accepted in the United States of America, management makes estimates and assumptions that affect the reported amounts of assets and liabilities in the balance sheet and revenue and expenses in the statement of operations. Actual results could differ from those estimates. In the opinion of management, all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation of financial position and the results of operations for the interim and year end periods presented have been reflected herein. The results of operations for interim periods are not necessarily indicative of the results to be expected for the full year.

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1) The exact name of the issuer and its predecessor (if any).

Current Name: **Holiday Island Holding, Inc. (Effective 02/17/14)**
Predecessor Name: **VillageEDOCS, Inc.** (company)

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2) The address of its principal executive offices.

3 Parkwood Drive, Suite C
Holiday Island, AR 72631
Phone: (479) 244-6047
Email: sgenethompson@gmail.com
Website: www.holidayislandholdings.com

3) Security Information

Trading Symbol: HIHI
Exact title and class of securities outstanding: Common Stock
CUSIP: 927118109
Par or stated value of Common shares: $ .00001
Total Common Shares Authorized: 12,000,000,000 as of December 31, 2015
Total Common Shares Outstanding: **2,904,436,666** as of December 31, 2015

Transfer Agent:

Pacific Stock Transfer Company
4045 South Spencer Street
Las Vegas, NV 89119
Phone: 702-361-3033
Fax: 702-433-1979

The transfer agent is registered under the Securities Exchange Act of 1934

List any restrictions on the transfer of security:

None

Describe any trading suspension orders issued by the SEC in the past 12 months:

None

4) Issuance History: List of securities offerings and shares issued for services in the past two years.

A. The nature of each offering;

There were no offerings during this period

5) Financial Information for the issuer's most recent fiscal period.

Summary

Results of Operations

The years ended December 31, 2015 and 2014

The following summary data is presented for the period ended December 31, 2015 and 2014:

For the Periods Ended December 31,	2015	2014	% change
Revenues:	$ 0	$ 0	-100%
Cost of revenues	0	0	-100%
Gross Margin	0	0	-100%
Operating expenses:	248,745	17,887	-99%
Net income (loss)	$ 124,868	$ (17,887)	99%

Operating Expenses

For the years ended December 31, 2015 and 2014 operating expenses were incurred in the amount of $248,745 and $17,887, respectively. The increase in operating expenses was due to stock based compensation and related services.

Net Loss

For the periods ended December 31, 2015 and 2014 the Company incurred net operating losses of $248,745 and $17,887, respectively. The change in the period earnings is primarily related to the increase in expenses stock based compensation and services.

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Liquidity and Capital Resources.

The following summary data is presented for the periods ended December 31, 2015 and 2014:

	2015	2014	% change
Current assets	$ 2,188	$ 0	00%
Total Assets	2,188	0	00%
Total current liabilities	1,620,522	1,101,121	-2%
Total liabilities	1,620,522	1,101,121	-2%
Total stockholders' equity	(1,618,334)	1,101,121	-2%
	2,188		
Working Capital	(1,618,334)	(1,101,121)	2%
Net Cash (Used) Provided by Operating Activities	$ 240,640	$ (17,887)	77%

Holiday Island Holdings, Inc.
Balance Sheet

	December 31, 2015	December 31, 2014
Assets		
Current assets		
Cash	$ 2,188	$ -
Accounts Receivable & Other	-	-
Total current assets	2,188	-
Property & equipment, net of accumulated depreciation	-	-
Other assets	-	-
Total Assets	$ 2,188	$ -
Liabilities and Stockholders' Equity		
Current liabilities		
Accounts payable	$ 1,200	$ -
Accrued liabilities	-	-
Notes payable, current	1,619,322	1,101,121
Total current liabilities	1,620,522	1,101,121
Notes payable	-	-
Total liabilities	1,620,522	1,101,121
Stockholders' Equity		
Common Stock, $.00001 par value, 12,000,000,000 shares authorized 2,904,436,666 shares issued and outstanding, respectively	29,444	94,197
Additional paid-in capital	39,334,280	39,000,354
Accumulated Deficit	(40,981,658)	(40,106,526)
Total stockholders' equity	(1,618,334)	(2,011,975)
Total Liabilities and Stockholders' Equity	$ 2,188	$ 0

Holiday Island Holdings, Inc.
Statement of Operations
(Unaudited)

	For the Twelve Months Ended December 31, 2015	2014
Revenues	$ -	$ -
Cost of revenues	-	-
Gross profit (loss)	-	-
Operating expenses:		
Product development	-	-
Sales & marketing	2,370	-
General & Admin.	282,375	3,123
Amort. & Depreciation	-	-
Total operating expenses	284,745	3,123
Operating (loss) income	(284,745)	(3,123)
Interest expenses	(151,595)	(14,764)
Debt Forgiveness	561,208	
Net income (loss)	$ 124,864	$ (17,887)
Earnings (loss) per share, primary and dilutive	$ (0.00)	$ (0.00)

Holiday Island Holdings, Inc.
Statement of Stockholders' Equity

	shares	$.001 par	Additional Paid in Capital	Accumulated Deficit	Stock Holders' Equity
Balance December 31, 2013 (as originally filed)	941,974,622	$ 19,336,719	$ 19,757,832	$ (40,177,785)	$ 1,083,234
Prior period adjustment	-	(19,327,299)	19,327299	(798,300)	(798,300)
Adjusted balance December 31, 2013	941,974,622	9,420	39,085,131	(40,976,085)	1,881,534
Net loss (as originally reported)				(17,887)	(17,887)
Additional interest expense				(112,554)	(112,554)
Adjusted Balance December 31, 2014	941,974,622	$ 9,420	$ 39,085,131	$ (41,106,526)	$ (2,011,975)
Debt converted to stock	412,735,581	4,127	70,146		74,273
Cancelled shares	(395,273,537)	(3,953)	3,953		-
Stock for services	1,945,000,000	19,450	175,050		19,450
Net income				124,868	124,868
Balance December 30, 2015	2,604,436,666	$ 29,044	$ 39,334,280	$ (40,981,658)	$ (1,618,334)

Holiday Island Holdings, Inc.
Statement of Cash Flows

	For the Period Ended December 31, 2015	2014
Cash Flows from Operating Activities:		
Net (loss) income	$ 124,868	$ (17,887)
Adjustment to reconcile Net Income to net cash provided by operations:		
Depreciation & amortization		0
Stock-based compensation	194,500	
Forgiveness of debt	(561,208)	0
Accounts receivable & related		0
Other assets		0
Changes in assets and liabilities:		
Accounts payable and accrued expenses	1,200	0
Net Cash (Used) Provided by Operating Activities	(240,640)	(17,887)
Cash Flows from Investing Activities:		
Proceeds from Intercompany	-	-
Net Cash (Used) by Investing Activities	-	-
Cash Flows from Financing Activities:		
Interest on loans	151,595	
Net (loans to) from Investor loans	91,233	17,887
Net Cash (Used) Provided by Financing Activities	242,828	17,887
Net increase (decrease) in Cash	2,188	0
Cash at beginning of period	0	0
Cash at end of period	$ 2,188	$ 0
Supplemental cash flow information:		
Interest paid	$ -	$ -
Taxes paid	$ -	$ -
Non-cash transactions:		
Stock issued for services	$ 194,500	$ -

Holiday Island Holdings, Inc.
Notes to the Financial Statements
December 31, 2015 and 2014

Note 1 Organization, Business Operations and Summary of Significant Accounting Policies Organization and Business Operations

Holiday Island Holdings, Inc. ("HIHI") is a Delaware corporation formed in 1997 as VillageEDOCS, Inc. ("VEDO").

Summary of Significant Accounting Policies

Basis of Presentation

The Company prepares its financial statements in conformity with generally accepted accounting principles in the United States of America. In the opinion of management, all adjustments consisting of normal recurring adjustments necessary for a fair statement of the financial position at December 31, 2015 and 2014, the result of operations and cash flows for the years then ended have been made.

Use of Estimates

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

Financial Instruments

The Company's balance sheets include the following financial instruments: cash, loans from shareholders, accounts payable, accrued expenses and note payable to stockholder. The carrying amounts of current assets and current liabilities approximate their fair value due to the relatively short period of time between the origination of these instruments and their expected realization. The carrying values of the note payable to stockholder approximates fair value based on borrowing rates currently available to the Company for instruments with similar terms and remaining maturities.

Fair Value Measurement

All financial and nonfinancial assets and liabilities were recognized or disclosed at fair value in the financial statements. This value was evaluated on a recurring basis (at least annually). Generally accepted accounting principles in the United States define fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on a measurement date. The accounting principles also established a fair value hierarchy which required an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. Three levels of inputs were used to measure fair value.

Level 1: Quotes market prices in active markets for identical assets or liabilities.

Level 2: Observable market based inputs or unobservable inputs that were corroborated by market data.

Level 3: Unobservable inputs that were not corroborated by market data.

Cash and Cash Equivalents

The majority of cash is maintained with a major financial institution in the United States. Deposits with this bank may exceed the amount of insurance provided on such deposits. Generally, these deposits may be redeemed on demand and, therefore, bear minimal risk. The Company considers all highly liquid investments purchased with an original maturity of six months or less to be cash equivalents.

There is no cash or cash equivalents at this time

Revenue Recognition

Currently the Company has no revenue producing activities. As funds are acquired Management intends to acquire properties for lease revenues, further development, marketing, and re-selling . Revenues will be recognized based on the terms of the leases and sales but, it will conform to the following criteria:

- persuasive evidence of an arrangement exists
- the product has been shipped or the services have been rendered to the customer
- the sales price is fixed or determinable
- collectability is reasonably assured.

Real Estate Owned

The Company owns no real estate.

Property and equipment

Property and Equipment is stated at cost. Depreciation is computed by the straight-line method over estimated useful lives. The carrying amount of all long-lived assets is evaluated periodically to determine if adjustment to the depreciation and amortization period or the unamortized balance is warranted. Based upon its most recent analysis, the Company believes that no impairment of property and equipment exists at December 31, 2015 and 2014.

There is no property and equipment at this time

Investment in Property and Other Long-Lived Assets

Long-lived assets such as property, equipment and identifiable intangibles are reviewed for impairment whenever facts and circumstances indicate that the carrying value may not be recoverable. When required impairment losses on assets to be held and used are recognized based on the fair value of the asset. The fair value is determined based on estimates of future cash flows, market value of similar assets, if available, or independent appraisals, if required. If the carrying amount of the long-lived asset is not recoverable from its undiscounted cash flows, an impairment loss is recognized for the difference between the carrying amount and fair value of the asset. When fair values are not available, the Company estimates fair value using the expected future cash flows discounted at a rate commensurate with the risk associated with the recovery of the assets. The Company did not recognize any impairment losses for any periods presented.

There are no assets involving property or long lived assets at this time

Advertising

The costs of advertising are expensed as incurred. Advertising expenses were $0 and $0 for the periods ended December 31, 2015 and 2014, respectively. Advertising expenses are included in the Company's selling operating expenses.

Recently Issued Accounting Pronouncements

We have reviewed the FASB issued Accounting Standards Update ("ASU") accounting pronouncements and interpretations thereof that have effectiveness dates during the periods reported and in future periods. The Company has carefully considered the new pronouncements that alter previous generally accepted accounting principles and does not believe that any new or modified principles will have a material impact on the corporation's reported financial position or operations in the near term. The applicability of any standard is subject to the formal review of our financial management and certain standards are under consideration.

Note 2 Going Concern

The accompanying unaudited financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, which assumes the realization of assets and satisfaction of liabilities in the normal course of business, for the Company to continue as a going concern.
The financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the possible inability of the Company to continue as a going concern.

Note 3 Property and Equipment

Property and equipment, as of December 31, consist of:

	2015	2014
Property &Equipment	$ 0	$ 0
Less accumulated depreciation	0	0
	$ -	$ 0

Depreciation of property and equipment was $0 and $0 for the periods ended December 31, 2015 and 2014, respectively.

Note 4 Real Estate Owned

The company owns no real estate

Note 5 Options

The Company recognizes all share-based payments to employees, including grants of employee stock options to be recognized as compensation expense in the financial statements based on their fair values. That expense is recognized over the period during which an employee is required to provide services in exchange for the award, known as the requisite service period (usually the vesting period).

Note 6 Income Taxes

The Company accounts for income taxes using the liability method. As such, deferred tax assets and liabilities are recorded based on the differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purpose, referred to as temporary differences. Deferred tax assets and liabilities at the end of each period are determined using the currently enacted tax rates applied to taxable income in the periods in which the deferred tax assets and liabilities are expected to be settled or realized.

The income tax benefits and deferred tax assets as of December 31, 2015 and 2014 are as follows:

	2015	2014
Income tax provision (benefit) at statutory rate	$ 47,800	$ (6,100)
State income tax expense (benefit), net of federal benefit	-	(800)
Subtotal	47,800	(6,700)
Change in allowance	(47,800)	6,700
Deferred Tax Asset	$ —	$ —

Net deferred tax assets and liabilities were comprised of the following:

Net Operating Losses	$ 25,447,000	$ 25,765,577
Estimated Federal & State tax benefit rate	37.3%	37.3%
	9,424,132	9,610,000
Stock-based compensation	74,500	
Less reserve for allowance	(9,349,632)	(9,610,000)
Deferred Tax Asset	$ —	$ —

6) Prior Period Adjustment and Convertible Note Program

The Company recorded a prior period adjustment for accrued officer wages and related interest for these liabilities in the total amount of $910,854. The wage accrual started in May 2011 and continued through May 2013. The interest accruals started in May 2011 and continue through December 31, 2015. The adjustments consist of $579,625 wages and $218,675 in interest recorded as of December 31, 2013 and an additional $112,554 in interest recorded as of December 31, 2014. The 2015 interest is included in the statement of operations for December 31, 2015.

The Company during early 2015 began a capital raising program through the reassignment of various existing notes to outside investors who then convert the loans to restricted shares. The money received by the original note holders on re assignment is then lent back to company in exchange for new loans The New Note program totaled $86,731 for the nine months ended September 30, 2015 and required the Issuance of 412,735,581 of common stock.

In addition, certain officers and shareholders returned 395,273,537 shares to the Company that were then cancelled.

During the year 2015, the Company initiated and executed a non-affiliate aged convertible note sale program resulting in the issue of 258,889,428 of unrestricted shares to the note buyers, and reduction of debt principal and interest of $ 86,731**.**

6) Describe the Issuer's Business, Products and Services General

A) A description of the issuer's business operations;

As announced in the November 11, 2014 Shareholder Letter, VillageEDOCS, Inc, ("VEDO") Holiday Island Holdings, Inc. predecessor, entered into a Real Estate Purchase Option Agreement with Holiday Island Development Corporation (HIDC), giving the Company the option to acquire all or parts of HIDC's real estate holdings located at Holiday Island, Arkansas in a planned multi-transaction process, funded by conventional financing and the issuance of securities.

Holiday Island is a 4,000 acre resort / planned community with approximately 3,000 residents, a full complement of natural and developed recreational facilities, located on 53,000 acre Table Rock Lake between two national forests in the Ozark Mountains of Northwest Arkansas.

The real estate to be acquired includes the newest and largest shopping center in the area, multi-acre parcels strategically located for a variety of residential and commercial uses, and the single largest selection of building sites in the area, all complete with full infrastructure (central water & sewer, and roads).

Post acquisition, our strategic plan is to take the existing (Exclusive – with perpetual Developer rights) Developer's place, and control the community's further development, planning and zoning. Acquired as a whole, this is a rare opportunity to control the development of the fastest growing town in this part of Northwest Arkansas, and dominate the local retail, commercial, and residential markets.

Growth and product demand is planned to be facilitated at an accelerated rate by Holiday Island's proximity to booming Northwest Arkansas Metropolis, headquarters for industry leaders Wal-Mart, Tyson's Food, J.B. Hunt Transportation, and the cultural/entertainment venues of nearby Crystal Bridges Art Museum, Eureka Springs, Branson, MO., and the University of Arkansas.

The existing Developer and the recently elected new board of directors of Holiday Island Holdings, who have extensive developing, marketing and selling experience with planned communities, specifically including Holiday Island, are on board to develop and implement a comprehensive real estate-based strategic plan.

Pursuant to our near and long-term plans, we accomplished the following during the years 2014 and 2015: 1) upgraded our financial reporting status from Limited to Current on January 6, 2014, 2) changed the company name from VillageEDOCS, Inc. to Holiday Island Holdings, Inc. and symbol from VEDO to HIHI effective December 12, 2013, 3) took many steps to position the Company to raise the near-term and long-term capital needed to accomplish our goals, 5) changed stock transfer agents from Computershare to Pacific Stock Transfer Company, Las Vegas Nevada, where the Company is now benefiting by more and faster attention to stock transfer-related activities, significantly reduced fees, better exposure in investment circles, and strategic advice..

During the first 3 quarters of 2015 the following was accomplished: 1) engaged Meyer Consulting to coordinate the Company's IR and fund raising activities, including but not limited to private placement, convertible debentures, aged convertible notes, and conventional financing, 2) started non-affiliate aged note conversions reducing debt, 3) completed new investments via new promissory notes with non-affiliate shareholders, 4) engaged several investment funds committing to purchase all of the Company's aged debt (~ $ 1.5 M) over an estimated period of then next 6 to 9 months, 5) continued and accelerated investor awareness work with Integrated Business Alliance, San Diego, California, 6) increased authorized shares from 1 billion to 2 billion in Q-1, 7) filed Q-1, Q-2, and Q-3 OTC Reports on time maintaining the Company's financial reporting status "Current", 8) reduced total outstanding shares with the return of approximately 280 million affiliate shares to the Treasury, 9) signed a Recap Agreement containing an Affiliate Lock Up and Leak Out clause restricting affiliate stock sales to 5 % of the prior quarter total shares traded, 10) filed amended articles or incorporation with the State of Delaware increasing authorized from 2 billion to 12 billion, effective June 30, 2015, 11) continued and increased our balance

sheet "clean up" with the sale and removal of non-affiliate aged debt, 12) continued our efforts to upgrade the Company to fully reporting, 12) made verbal arrangements with securities counsel to perform the legal requirements for fully reporting upgrade, 13) signed an engagement letter with Malone and Bailey, CPA effective August, 2015 to perform audits of years 2014 and 2015 required to become fully reporting (audit work scheduled to start in Q-1 2016), 14) retained Yorkshire Capital Partners to lead the Company's funding projects.

As the funding occurs, the Company will move on with its plans to upgrade to SEC fully reporting company, and start real estate acquisition, development, marketing, and reselling, at Holiday Island, Arkansas.

During Q2, 2015,, the Company became allowed to acquire its shopping center target located at Holiday Island, Arkansas in pieces, rather than as a whole. This is advantageous as the best financially performing shopping center properties can be picked off first for the highest return to the Company and shareholders.

Currently, there are on-going discussions with private investors and special purpose financial institutions on funding the purchase of the shopping as a whole at $ 10,000,000 and all other real estate holdings of HIDC with a value of $ 35,000.000.

A full, or significant portion, acquisition of the shopping center would give the Company the ability to dominate the local retail and commercial business. The Holiday Island shopping center is the newest and largest in the area.

Acquisition of all of HIDC's properties (shopping center, parcels, and building sites) would give the Company a monopoly on the local retail, commercial, and residential markets.

During Q 4 2015, the following was accomplished: 1) Reorganized the company adding a 3rd Director & COO, Gary Tilden, a publicly-held-company-experienced executive 2) added a 3 person Advisory Board with publicly held company experience and real estate development, marketing, and sales expertise, most notably including the current exclusive developer of Holiday Island and owner of the real estate, Thomas H. Dees CEO and 100 % owner, of the Holiday Island property the company is pursuing to acquire and take his place, 3) developed a new state-of-the-art website which matches our current stage of the company's development, and that will give investors easy access to our plans, progress, management, financials, filings, and stock-related information, 4) engaged a progressive PR firm, Uptick Newswire, to support the company's stock liquidity and shareholder value drive, which is currently in progress with weekly campaigns, 5) updated the company's profile and related information on the OTC Markets, again giving investors easy access to who we are, what we do, financials, filings, and press releases, 6) reorganized company's ownership and voting control by issuing employment agreements to directors, officers, and advisors.

As of this filing, the following has been completed in 2016: 1) initiated our weekly PR program with Uptick Newswire, 2) arranged a new IR stock liquidity and shareholder value campaign with Uptick Newwire, 3) continued aged note conversions, cleaning up the company's balance sheet, 5) prepared and distributed a presentation for funding the shopping center Medical Clinic II designed to expand the local medical services and put a significant asset on the company's financials at a discount to market value, 6) went live with a new state-of-the-art website with the investor benefits described in the Q4 2015 paragraph above.

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B) Date and State (or Jurisdiction) of Incorporation: VillageEDOCS was incorporated in the State of Delaware in 1997 and has been in business since 1994. The Company's name was changed to Holiday Island Holdings, Inc. as of February 17, 2015.

C) the issuer's primary and secondary SIC Codes: 6550 Real Estate Development

D) the issuer's fiscal year end date; December 31st

E) principal products or services, and their markets;

Description of business, Market Segment, and Industry

Recreational Land / Planned Community Development, Marketing, and Sale of Commercial and Residential Properties, all located at Holiday Island, Arkansas.

Key Competitors

There are no other key competitors in the area. We will be the Exclusive Developer of the entire community with distinct and perpetual rights, including planning and zoning.

Method of Producing Products and Services

Products will be produced with the acquisition and further development of the commercial and residential properties including, but not limited to:

1) Multi-acre Parcels - Fully developed infrastructure multi-acre wooded parcels strategically located for commercial and residential uses, including:

> Restaurants
> Hotel/Motel
> Hospitality Facilities / Services
> Entertainment Facilities
> Single Family Homes
> Condominiums
> Timeshare Complex

2) Shopping Center - The "Park" Shopping Center is the newest and largest shopping center in the area. The Park has approximately 128,000 square feet of spaces under lease with a 95 % occupancy, over 50 retail, professional, services, and medical tenants supported by a customer base of about 30,000 consumers within a 20 mile radius. Currently, gross lease income is ~ $ 671,000, net income of ~ $ 561,000, and a net operating income of 84 %. Gross and net income have a high upside as rents have not been significantly increased since inception by design to establish a tenant and services base.

3) Building Sites - Holiday Island has the largest single selection of building sites (fully developed lots - water, sewer, roads) in the area. These building sites are classified as follows:

1. Bluff Lots - Upgraded home sites - Exclusive neighborhood across from Holiday Island's main entrance with stunning views of the Ozark Mountains. These are large flat lots with all underground utilities, curbed asphalt streets, privacy fence, sidewalks and street lights, and one entrance and exit.

2. Island Lots - Upgraded homes sites - Lots on the "Island" - a 450 acre tract carved around the southern tip of Table Rock Lake. These lots have beautiful views of the lake and surrounding Ozark Mountains.

3. Golf Lots - Upgraded home sites - These home sites offer incredible views of the 18-hole championship golf course and fronts onto fairways.

4. Vista View Lots - Upgraded home sites - These home sites offer inspiring vistas from mid-hill to hilltops.

5. Water View Lots - Upgraded home sites - many lots have distant lake views of Table Rock Lake or the nearby Leatherwood Lake.

6. Cabin Lots - Entry-level home sites - Cabin lots are available for all sizes and tastes, from small, quaint "get-away-from-it-all" cabins, to the cabin showplace of your dreams.

Marketing

We will employ a variety of industry standard marketing including, but not limited to: direct mail, email campaigns, social media programs, TV, radio, weekend conferences/get-a-ways, signage, and word-of-mouth.

Our initial target market is Northwest Arkansas Metro, with a half million of prospective qualified buyers now, estimated to grow to one million in the next five to ten years.

NW Arkansas is 30 miles from Holiday Island. Our growth and product demand will continue to be fueled by proximity to NWA. NWA growth and affluence is created and accelerated by the global corporate giants headquartered there, including Wal-Mart, Tyson Foods, J.B. Hunt Transportation, and the cultural / tourism of nearby Crystal Bridges Art Museum (Alice Walton – one of the top richest women in the world), Eureka Springs, AR, Branson, MO, and the University of Arkansas.

Holiday Island sits between two National Forests in the Ozarks Mountains on a 53000 acre federal lake, Table Rock Lake. We plan to make Holiday Island the playground for affluent NWA residents, promoting it as a perfect place for a 2nd home, weekend get-a-way, vacation destination, retirement home.

We will also target the 10,000 / day baby boomers looking to retire in the sunbelt, along with the 10 million visitors in our area annually. Our Marketing Stage will begin upon the Acquisition of the first property, and it will continue in single transactions as other properties (Commercial and Residential) are acquired. Acquired as a whole, we will control the development of the entire town, and dominate the local retail, commercial, and residential markets.

Intellectual Property

Our greatest intellectual property is our management team, with combined over 100 years of industry experience, including specific knowledge and experience at Holiday Island in all aspects of its operation, including development, marketing and selling, and the influence and relationship with the local government (Arkansas - Suburban Improvement District).

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7) Describe the Issuer's Facilities

Our new office address is at the following address:

Address: 3 Parkwood Drive, Suite C, Holiday Island, AR 72631. It is a rented facility that is adequate for our current needs.

The company owns no physical property

8) Officers, Directors, and Control Persons

A. The board of directors elects our executive officers annually. A majority vote of the directors who are in office is required to fill vacancies. Each director shall be elected for the term of one year, and until his successor is elected and qualified, or until his earlier resignation or removal. Our directors and executive officers are as follows:

	As Of	Position
lS. Gene Thompson	09/30/15	CEO & Chairman
Andrew J. High	09/30/15	Director
Gary B. Tilden	12/05/15	COO & Director
Thomas H. Dees	12/05/15	Advisor
Michael A. Richard	12/05/15	Advisor
Jerry T. Kendall	12/05/15	Advisor

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 Operations 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 H. 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

B. Legal/Disciplinary History. Please identify whether any of the foregoing persons have, in the last five years, been the subject of:

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);

   None

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

   None

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

   None

4. The entry of an order by a self-regulatory organization that permanently or temporarily barred suspended or otherwise limited such person's involvement in any type of business or securities activities.

   None

C. Beneficial Shareholders. Provide a list of the name, address and shareholdings or the percentage of shares owned by all persons beneficially owning more than ten percent (10%) of any class of the issuer's equity securities. If any of the beneficial shareholders are corporate shareholders, provide the name and address of the person(s) owning or controlling such corporate shareholders and the resident agents of the corporate shareholders.

   S. Gene Thompson 17.2 %

9) Third Party Providers

Please provide the name, address, telephone number, and email address of each of the following outside providers that advise your company on matters relating to operations, business development and disclosure:

Legal Counsel

Morgan E. Petitti, Esq.
114 Barrington Town Square, Suite 159
Aurora, Ohio 44202
Telephone: 330.697.8548
Fax: 330.748.4689
E-Mail: PetittiLaw@gmail.com

Accountant

David Glaser, CPA
1297 Ranchwood Drive
Dunedin, FL 34698
dglaser@piper-capital.com
(727) 742-2177 cell

10) Exhibits

Management Agreements:

(A) S. Gene Thompson
(B) Gary B. Tilden
(C) Andrew J. High

Consulting Agreements:

(D) Thomas H. Dees
(E) Michael A. Richard
(F) Jerrey T. Kendall

11) Issuer Certification

The issuer shall include certifications by the chief executive officer and chief financial officer of the issuer (or any other persons with different titles, but having the same responsibilities).

The certifications shall follow the format below:

I, S Gene Thompson, certify that:

1. I have reviewed this annual report of Holiday Island Holdings, Inc;

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

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

/s/ S Gene Thompson, CEO & Chairman Date: 12/29/15

EXHIBIT A – MANAGEMENT AGREEMENT – S. GENE THOMPSON

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

EXHIBIT B – MANAGEMENT AGREEMENT – GARY B. TILDEN

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:

e. **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.

f. **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.

g. **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.

h. **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

10. 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.

11. 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.

12. 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

13. **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.

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

15. **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.

16. **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.

17. **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.

18. **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 C – MANAGEMENT AGREEMENT – ANDREW J. HIGH

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:

i. **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.

j. **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.

k. **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.

l. **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

19. **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.

20. **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.

21. **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

22. **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.

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

24. **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.

25. **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.

26. **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.

27. **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

EXHIBIT D – CONSULTING AGREEMENT – THOMAS H. DEES

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:

m. **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.

n. **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.

o. **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.

p. **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

28. 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.

29. 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.

30. 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

31. **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.

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

33. **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.

34. **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.

35. **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 Cheyenne, WY.

36. **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.

Holding Island Holdings, Inc.
/s/ S. Gene Thompson_____
S. Gene Thompson, CEO

Individual

___/s/ Thomas Dees_____

Thomas Dees

EXHIBIT E – CONSULTING AGREEMENT – MICHAEL A. RICHARD

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:

q. **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.

r. **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.

s. **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.

t. **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

37. 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.

38. 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.

39. 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

40. **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.

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

42. **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.

43. **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.

44. **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.

45. **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.

Holding Island Holdings, Inc.
/s/ S. Gene Thompson_____
S. Gene Thompson, CEO

Individual

__/s/ Michael A. Richard_____
Michael A. Richard

EXHIBIT F – CONSULTING AGREEMENT – JERRY T. KENDAL

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:

u. **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.

v. **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.

w. **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.

x. **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

46. 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.

47. 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.

48. 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
Parkwood Drive
Suite C
Holiday Island, AR 72631

49. **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.

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

51. **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.

52. **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.

53. **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.

54. **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 T. Kendall_____
Jerry T. Kendall