

EYECITY.COM, INC.

March 31, 2013

Quarterly Report

Table of Contents

Disclosures3

Balance Sheet7

Statement of Operations8

Statement of Cash Flows9

Notes to the Financial Statements10

Special Note Regarding Forward-Looking Statements

Information included in this Quarterly Report may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (“Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (“Exchange Act”). This information may involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Eyecity.com Inc. (the “Company”), to be materially different from future results, performance or achievements expressed or implied by any forward-looking statements. Forward-looking statements, which involve assumptions and describe future plans, strategies and expectations of the Company, are generally identifiable by use of the words “may,” “will,” “should,” “expect,” “anticipate,” “estimate,” “believe,” “intend,” or “project” or the negative of these words or other variations on these words or comparable terminology. These forward-looking statements are based on assumptions that may be incorrect, and there can be no assurance that these projections included in these forward-looking statements will come to pass. Actual results of the Company could differ materially from those expressed or implied by the forward-looking statements as a result of various factors. Except as required by applicable laws, the Company has no obligation to update publicly any forward-looking statements for any reason, even if new information becomes available or other events occur in the future.

**Please note that throughout this Quarterly Report, and unless otherwise noted, the words "we," "our," "us," the "Company," or "Eyecity" refers to Eyecity.com Inc.*

EYECITY.COM INC.
(A Delaware Corporation)
QUARTERLY REPORT
For the period ending March 31, 2013

Item 1. Exact name of the issuer and the address of its principal executive offices.

Eyecity.com, Inc.

30 Skyline Drive

Suite 200

Lake Mary, FL 32746

Item 2. Shares outstanding.

- (i) Period end date;
March 31, 2013
- (ii) Number of shares authorized;
5,000,000,000
- (iii) Number of shares outstanding;
2,852,965,438
- (iv) Freely tradable shares (Public float);
2,250,433,806
- (v) Total number of beneficial shareholders;
241
- (vi) Total number of shareholders of record;
241

Item 3. Quarterly Financial Statements.

Balance Sheet	Page 7
Statements of Operations	Page 8
Statement of Cash Flows	Page 9
Notes to Financial Statements.....	Page 10

Note: Financial Statements appear at the end of the document

Item 4. Management's Discussion and Analysis or Plan of Operation.

Plan of Operation

During the Quarter ending March 31, 2013 the Company abandoned their concessions in Ghana West Africa, as production costs exceeded the amount of gold recovered and are seeking new business opportunities.

The Company plans to overcome the circumstances that impact our ability to remain a going concern through a combination of achieving profitability through finding a new business, raising additional debt and equity financing, and renegotiating existing obligations. There can be no assurance, however, that we will be able to complete any additional debt or equity financing on favorable terms or at all, or that any such financings, if completed, will be adequate to meet our capital requirements. Any additional equity or debt financings could result in substantial dilution to our stockholders. If adequate funds are not available, we will be required to delay, reduce or eliminate some or all of our planned activities. Our inability to fund our capital requirements would have a material adverse effect on the Company. The Company has no plans of sales or purchases of significant equipment this quarter and will not be hiring additional employees until we begin realizing revenue from our efforts. Management believes that the actions presently being taken to revise the Company's operating and financial requirements may provide the opportunity for the Company to continue as a going concern.

Item 5. Legal proceedings.

There are no current, past, pending or threatened legal proceedings or administrative actions by or against the Company that could have a material effect on the issuer's business, financial condition or operations and any current, past or pending trading suspensions by a securities Regulator.

Item 6. Defaults upon senior securities.

Not Applicable

Item 7. Other information.

Not Applicable

Item 8. Exhibits.

Not Applicable

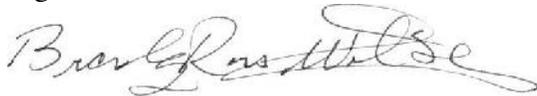
Item 9. Certifications.

I, Bradley Wilson, certify that:

1. I have reviewed this Quarterly Report of EyeCity.com 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.

Date: **October 6, 2016**

Signature:

A handwritten signature in cursive script that reads "Bradley Wilson". The signature is written in black ink and is positioned below the "Signature:" label.

Bradley Wilson

Eyecity.com Inc.

Balance Sheet
As of March 31, 2013

ASSETS

Current:

Cash & Cash Equivalents	\$	-
-------------------------	----	---

Total Cash		-
------------	--	---

Non-Current:

Capitalized Film Production Costs		139,000
-----------------------------------	--	---------

Total Assets	\$	139,000
---------------------	----	----------------

LIABILITIES

Accrued Liabilities:

Management Services	\$	816,000
---------------------	----	---------

Due to Directors/Shareholder		583,925
------------------------------	--	---------

Rent		12,000
------	--	--------

Promissory Note Payable		139,000
-------------------------	--	---------

Note Payable		15,200
--------------	--	--------

Other Payables		5,735
----------------	--	-------

Total Accrued Liabilities	\$	1,571,860
----------------------------------	----	------------------

STOCKHOLDERS' EQUITY

Capital Stock Authorized

5,000,000,000

Preferred Shares 5,000,000

Issued & Outstanding:

2,852,965,438	\$	442,750
---------------	----	---------

Beginning Year Retained Earnings		(1,789,811)
----------------------------------	--	-------------

Current year Income		(65,799)
---------------------	--	----------

Total Stockholders' Equity		(1,432,860)
-----------------------------------	--	--------------------

TOTAL LIABILITES & STOCKHOLDERS' EQUITY	\$	139,000
--	----	----------------

Eyecity.com Inc.
Statement of Operations
Three Months Ended March 31, 2013

Income:	\$	-
Gross Revenue		
Total Income	<u>\$</u>	<u>-</u>

Operating Expenses

Bank Service Charges		-
Business Development fees		-
Consulting Fees		-
Meals & Entertainment		-
Miscellaneous		-
Office Expense		-
Parking/Tolls		-
Postage		-
Professional Fees		-
Rent		-
Repairs/Maintenance		-
Supplies		-
Telephone		-
Travel		-
Vehicle Expenses		-
Total Operating Expenses	\$	-

Net Loss for the Period	\$	-
--------------------------------	----	---

Retained Earnings – Beg	\$	(1,855,600)
Retained Earnings - Current	\$	(1,855,600)

Basic & Fully diluted Net Loss per Common Share		0
--	--	---

Weighted Average Common Shares Outstanding		2,852,965,438
---	--	---------------

Eyecity.com Inc.

Statement of Cashflows

Three Months Ended March 31, 2013

	Accumulated From Sept 30, 2012 Ended March 31, 2013	Three Months Ended March 31,2013
	\$	\$
Cash Flows From Operating Activities		
Net loss	(1,855,600)	-
Use of Cash:		
Investment in Intangible Asset	(139,000)	-
Add: Non- Cash Expenses		
Management Services	1,025,000	-
Directors/ Shareholders	583,925	-
Promissory Note Payable	139,000	-
Rent	12,000	-
Note Payable	15,200	-
Other Payables	5,735	-
Net Cash Used in Operating Activities	(213,750)	-
Cash Flows From Financing Activities		
Conversion of debt	10,000	-
Issuance of common stock	203,750	-
Net Cash Provided By Financing Activities	213,750	-
Change in Cash	(4,339)	-
Cash– Beginning	4,339	-
Cash– Ending	0	0

EYECITY.COM INC.
Notes to the Financial Statements
March 31, 2013

Note 1. Interim Reporting:

While the information presented in the accompanying twelve months financial statements is unaudited, it includes all adjustments, which are, in the opinion of management, necessary to present fairly the financial position results of operations and cash flows for the interim period presented in accordance with accounting principles generally accepted in the United States of America.

Operating results for the three months ended March 31, 2013 are not necessarily indicative of results that can be expected for the forthcoming year ending December 31, 2013.

Note 2. Nature and Continuance of Operations:

The Company was incorporated in the State of Delaware on April 10 1977 and is in the Business of Marketing Companies.

The Company has adopted December 31 as its fiscal year end.

These financial statements have been prepared in accordance with generally accepted accounting principles applicable to a going concern, which assumes that the Company will be able to meet its obligations and continue its operations for its next fiscal year. At March 31, 2013 the Company had not yet achieved profitable operations, has accumulated losses of \$ 1,855,600 since its inception. The Company expects to incur further losses in the development of its business, all of which casts substantial doubt about the Company's ability to continue as a going concern. The Company's ability to continue as a going concern is dependent upon its ability to generate future profitable operations and/or to obtain the necessary financing to meet its obligations and repay its liabilities arising from normal business operations when they come due. Management anticipates that additional funding will be in the form of equity financing from the sale of common stock. Management may also seek to obtain short-term loans from the directors of the Company. There are no current arrangements in place for equity funding or short -term loans.

Note 3. Convertible Debt Notes

All convertible debt notes are required to be vested for one full year before eligible for conversion into common shares. On December 31, 2010, the company amended all convertible debt notes for the periods of 2008, 2009 and 2010 to have a conversion rate of \$0.0001. On December 31, 2011, the company amended all convertible debt notes for the period of 2011 To have a conversion rate of \$0.0001. The debt notes have only been partially converted as of March 31, 2013.

On December 20, 2008, the Company entered into a \$60,000 Convertible debt Note for Independent Contractor Services. The Holders shall have the right to convert all or any part of the compensation due hereunder into shares of voting common stock to the extent of all or any portion of the total amount due hereunder. The conversion price shall be \$.0002 per share. The Holders may exercise this conversion at any time; however, no conversion shall result in the issuance of common stock such that the total number of shares of common stock in the hands of the Holders exceeds 9.99% of the then current number of outstanding shares of common stock of the company.

On December 20, 2008, the Company entered into a \$50,000 Convertible debt Note for Independent Contractor Services. The Holders shall have the right to convert all or any part of the compensation due hereunder into shares of voting common stock to the extent of all or any portion of the total amount due hereunder. The conversion price shall be \$.0002 per share. The Holders may exercise this conversion at any time; however, no conversion shall result in the issuance of common stock such that the total number of shares of common stock in the hands of the Holders exceeds 9.99% of the then current number of outstanding shares of common stock of the company.

On December 20, 2008, the Company entered into a \$52,000 Convertible debt Note for Independent Contractor Services. The Holders shall have the right to convert all or any part of the compensation due hereunder into shares of voting common stock to the extent of all or any portion of the total amount due hereunder. The conversion price shall be \$.0002 per share. The Holders may exercise this conversion at any time; however, no conversion shall result in the issuance of common stock such that the total number of shares of common stock in the hands of the Holders exceeds 9.99% of the then current number of outstanding shares of common stock of the company.

On December 20, 2008, the Company entered into a \$100,000 Convertible debt Note for Independent Contractor Services. The Holders shall have the right to convert all or any part of the compensation due hereunder into shares of voting common stock to the extent of all or any portion of the total amount due hereunder. The conversion price shall be \$.0002 per share. The Holders may exercise this conversion at any time; however, no conversion shall result in the issuance of common stock such that the total number of shares of common stock in the hands of the Holders exceeds 9.99% of the then current number of outstanding shares of common stock of the company.

On December 20, 2008, the Company entered into a \$39,000 Convertible debt Note for Independent Contractor Services. The Holders shall have the right to convert all or any part of the compensation due hereunder into shares of voting common stock to the extent of all or any portion of the total amount due hereunder. The conversion price shall be \$.0002 per share. The Holders may exercise this conversion at any time; however, no conversion shall result in the issuance of common stock such that the total number of shares of common stock in the hands of the Holders exceeds 9.99% of the then current number of outstanding shares of common stock of the company.

On December 20, 2008, the Company entered into a \$32,000 Convertible debt Note for Independent Contractor Services. The Holders shall have the right to convert all or any part of the compensation due hereunder into shares of voting common stock to the extent of all or any portion of the total amount due hereunder. The conversion price shall be \$.0002 per share. The Holders may exercise this conversion at any time; however, no conversion shall result in the issuance of common stock such that the total number of shares of common stock in the hands of the Holders exceeds 9.99% of the then current number of outstanding shares of common stock of the company.

On December 20, 2008, the Company entered into a \$52,000 Convertible debt Note for Independent Contractor Services. The Holders shall have the right to convert all or any part of the compensation due hereunder into shares of voting common stock to the extent of all or any portion of the total amount due hereunder. The conversion price shall be \$.0002 per share. The Holders may exercise this conversion at any time; however, no conversion shall result in the issuance of common stock such that the total number of shares of common stock in the hands of the Holders exceeds 9.99% of the then current number of outstanding shares of common stock of the company.

On December 20, 2008, the Company entered into a \$141,925 Convertible debt Note for Independent Contractor Services. The Holders shall have the right to convert all or any part of the compensation due hereunder into shares of voting common stock to the extent of all or any portion of the total amount due hereunder. The conversion price shall be \$.0002 per share. The Holders may exercise this conversion at any time; however, no conversion shall result in the issuance of common stock such that the total number of shares of common stock in the hands of the Holders exceeds 9.99% of the then current number of outstanding shares of common stock of the company.

On December 20, 2008, the Company entered into a \$22,000 Convertible debt Note for Independent Contractor Services. The Holders shall have the right to convert all or any part of the compensation due hereunder into shares of voting common stock to the extent of all or any portion of the total amount due hereunder. The conversion price shall be \$.0002 per share. The Holders may exercise this conversion at any time; however, no conversion shall result in the issuance of common stock such that the total number of shares of common stock in the hands of the Holders exceeds 9.99% of the then current number of outstanding shares of common stock of the company.

On December 20, 2009, the Company entered into a \$35,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate 3% per annum. The Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002.

On December 20, 2009, the Company entered into a \$55,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate of 3% per annum. The Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002.

On December 20, 2009, the Company entered into a \$40,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate 3% per annum. The Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002.

On December 20, 2009, the Company entered into a \$30,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate 3% per annum. The Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002.

On December 20, 2009, the Company entered into a \$100,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate of 3% per annum. The Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002.

On December 20, 2009, the Company entered into a \$40,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate of 3% per annum. The Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002.

On December 20, 2010, the Company entered into a \$25,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate of 3% per annum. the Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002.

On December 20, 2010, the Company entered into a \$55,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate of 3% per annum. the Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002.

On December 20, 2010, the Company entered into a \$50,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate of 3% per annum the Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002.

On December 20, 2010, the Company entered into a \$60,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate of 3% per annum. the Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002.

On December 20, 2010, the Company entered into a \$50,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate of 3% per annum. the Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002.

On December 20, 2010, the Company entered into a \$100,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate of 3% per annum. the Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002

On December 20, 2010, the Company entered into a \$40,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate of 3% per annum. the Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002.

On December 20, 2011, the Company entered into a \$25,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate of 3% per annum. the Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002.

On December 20, 2011, the Company entered into a \$55,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate of 3% per annum. the Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002.

On December 20, 2011, the Company entered into a \$50,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate of 3% per annum. the Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002

On December 20, 2011, the Company entered into a \$60,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate of 3% per annum. the Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002.

On December 20, 2011, the Company entered into a \$50,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate of 3% per annum. the Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002

On December 20, 2011, the Company entered into a \$100,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate of 3% per annum. the Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002.

On December 20, 2011, the Company entered into a \$40,000 Convertible debt note ("The Note") for Independent Contractor Services. The Note bears interest at the rate of 3% per annum. the Company and Holder intended at the time of the Convertible Notes to limit the Holder upon shares of common stock of the Company any conversion to holding in excess 9.99% of the total issued and outstanding. At any time or times on or after the Issuance Date, the Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0002.

Note 4. Summary of Significant Accounting Policies.

Financial Instruments

The carrying values of cash and cash equivalents, accounts payable and accrued liabilities and due to/from related parties approximate fair value because of the short-term nature of these instruments. Management is of the opinion that the Company is not exposed to significant interest, currency or credit risks arising from these financial instruments.

Basic and Diluted Net Income (Loss) Per Share

The Company computes net loss per share in accordance with SFAS No. 128 "Earnings Per Share" SFAS 128 requires presentation of both basic and diluted earnings per share ("EPS") on the face of the income statement. Basic loss per share is computed by dividing net loss available to common shareholders by the weighted average number of common shares outstanding during the year. Diluted EPS gives effect to all dilutive potential common shares outstanding during the year including stock options, using the treasury stock method, and convertible preferred stock, using the if-converted method. In computing diluted EPS, the average stock price for the year is used in determining the number of shares assumed to be purchased from the exercise of stock options or warrants. Diluted EPS excludes all dilutive potential common shares if their effect is anti-dilutive.

Cash and Currency Risks

The Company incurs expenditures in Canadian and U.S. Dollars. Consequently some assets and liabilities are exposed to Canadian dollar foreign currency fluctuations. As at March 31, 2013 there were no amounts denominated in Canadian dollars included in the financial statements. Balances in U.S. Dollars at Canadian institutions are not protected by insurance and are therefore subject to deposit risk. As at March 31, 2013 all cash and equivalents represented cash at US financial institutions

