

**1st Quarter 2012
INFORMATION AND DISCLOSURE
STATEMENT**

March 31, 2012



Telefix Communication Holdings, Inc. f/n/a Sierra Desert Holdings, Inc.

Federal ID No.

84-1378045

Cusip No.

106009 10 3

Trading Symbol

TLFX

INFORMATION AND DISCLOSURE STATEMENT

The information contained in this report has not been filed with, nor reviewed by, nor approved by the Securities and Exchange Commission, the National Association of Securities Dealers, nor any other regulatory body.

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INFORMATION AND DISCLOSURE STATEMENT

AS OF

March 31, 2012

I, Mezaun Norman, certify that:

- 1) I have reviewed the quarterly statement from March 30, 2011 to December 31,, 2011statement Information and Disclosure Statement of Sierra Desert Holdings, Inc now hereinafter known as Telefix Communications Holdings, Inc.;
- 2) Based on my knowledge, this disclosure statement does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements made, in the 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 upon 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 flow of the issuer as of, the periods presented in this disclosure statement.

Sincerely

/s/ Mezaun Norman

Mezaun Norman
Chairman/ CEO
TeleFix Communications Holdings, Inc.

General Considerations

An issuer preparing a disclosure statement under the Alternative Reporting Standard shall consider the purpose of adequate disclosure. Current and potential investors in the issuer's securities should be provided with all "material" information – the information available to the issuer necessary for the investor to make a sound investment decision. The disclosure should enable an investor of ordinary intelligence and investment skills to understand the issuer's business and prospects.

The disclosure must therefore present the issuer's business plan and include a full and clear picture of the issuer's assets, facilities, properties, investments, management and other resources, as well as a complete description of how they will be used to make profits. The issuer's business plan should clearly describe the competition, regulatory environment and other risks to the issuer's business, as well as the issuer's plans for confronting these challenges.

It is also important for an investor to understand how the issuer raises capital and treats investors. At a minimum, the issuer must describe the ways it has raised capital by issuing shares in the past – to whom and the amount of consideration involved. The investor should also be provided with market information, including the past price history of any transactions in the issuer's shares.

Finally, the disclosure should use plain English.² This means using short sentences, avoiding legal and technical jargon and providing clear descriptions. Your goal, as an issuer should be to give the investor the information you would wish the investor to supply if your positions were reversed. You don't need to be Shakespeare; you must, though, have a sincere desire to

Section One: Issuers' Initial Disclosure Obligations

Part A General Company Information

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

Telefix Communications Holdings, Inc.

Item II The address of the issuer's principal executive offices.

8205 Olympia Dr. McKinney, TX 75070
info@ telefixcommunications.com

Item III The jurisdiction(s) and date of the issuer's incorporation or organization.

Nevada

Part B Share Structure

Item IV The exact title and class of securities outstanding.

Telefix Communications Holdings, Inc. f/n/a Sierra Desert Holdings, Inc.

CUSIP: No. 106009 10 3

Trading Symbol: TLFX

The Company has (2) two Classes of Stock.

One Class of Common Stock TLFX

Authorize Number of Shares: 950,000,000

Issued Number of Shares: 96,864,612

One Class of Preferred Stock; 50 million has been authorized; 1,100,000 shares have been issued,\$.001 par value

Item V Par or stated value and description of the security.

A. Par or Stated Value. \$.001

One Class of Common Stock TLFX CUSIP No. 106009 10 3

Authorize Number of Shares: 950,000,000

Issued Number of Shares: 96,864,612

1. **For common equity, describe any dividend, voting and preemption rights.**

N/A

2. **For preferred stock, describe the dividend, voting, conversion and liquidation rights as well as redemption or sinking fund provisions.**

Preferred stock- authorized 50 million shares, no conversion rights of this convertible preferred with a redemption rate of 1:2 into common. Price point \$1.00 per share; two preferred shares for every one common share.

3. **Describe any other material rights of common or preferred stockholders.**

N/A

4. **Describe any provision in issuer's charter or by-laws that would delay, defer or prevent a change in control of the issuer.**

N/A

Item VI The number of shares or total amount of the securities outstanding for each class of securities authorized.

In answering this item, provide the information below for each class of securities authorized. Please provide this information

(i) as of the end of the issuer's most recent fiscal quarter shares issued are 96,864,612

(ii) as of the end of the issuer's last two fiscal years management can determine that total issued in the past two years are 466,128,936

(i) Period end date; December 31, 2012 there were 96,864,612

(ii) Number of shares authorized; 950,000,000

(iii) Number of shares outstanding currently 96,864,612

(iv) Freely tradable shares (public float); 29,164,000

(v) Total number of beneficial shareholders; and 3

(vi) Total number of shareholders of record. 352 (per last statement Transfer Agent 2012)

Part C Business Information

Item VII The name and address of the transfer agent*.

Corporate Stock Transfer, Inc.
3200 Cherry Creek South Drive Ste 430
Denver, CO, 80208
Telephone: (303) 282-4800
Facsimile: (303) 282-5800

Corporate Stock Transfer, Inc. is appropriately registered with the Securities and Exchange Commission under the Securities and Exchange Act of 1934.

Item VIII The nature of the issuer's business.

The Company:

History

Prior to the acquisition with Telefix, the Company's operations was Sierra Desert Holdings was seeking funding for WeNetShip (WNT) a web service which provides lower cost cross border shipping and customs services through networked solutions offering a paperless path into the Canadian market from anywhere within the United States under NAFTA rules.

WeNetShip (WNS) provides fixed price quoting and electronic filing of export and customs documents for US Exporters to Canada (B to B and B to C) for preferred shipping. Shipments crossing the border from the US to Canada become domestic in nature and the destination point becomes a local US destination to lower costs

The market for linked e-com processing is new and the WeNetShip software provides a unique solution for both large and small US Exporters. It saves money for the Exporter by pre-processing tariffs and providing a US single export point for US/Canada including the end-to-end delivery process. For Canadian Importers, they see lowered costs and fixed landed costs for all US sourced goods. The process becomes as seamless as shipping to the next state.

As agreed upon, the License Agreement covering all intellectual property, trade secrets, and know how related to the WENETSHIP operation for use in the territory of Canada and the United States of America (the "LICENSE") and (ii) transfer of all assets related to the WENETSHIP operation (the "WENETSHIP OPERATIONS") shall promptly be assigned to WeNet Ship Canada Inc.

Post acquisition, was operating entity Telefix Communications, Inc, now, a wholly owned subsidiary of Telefix Communications Holdings, Inc. The inspiration for Telefix was born when our founder lived the infamous "A-Ha" moment. It was the moment of discovery - technical versatility that existed within her reach. Expertise and trust coupled with in-depth industry knowledge, and with the level of remarkable, unparalleled patience in which said knowledge

was imparted to others, always without reservation or concern for time or bottom lines, available 24/7/365.

Imagine the difference this would make to an entire industry if that level of dedication could find its way to everyone: Service beyond current norms, truly focused on people – customers, teams, consumers alike. How many lives and bottom lines would be improved with *a truly higher level of excellence in standards*. So, much like Steve Jobs of Apple – “Taking Average and Making it Better,” while being equipped with “Golden Rule Principles,” – thus, the birth of TeleFix Communications, Inc.

After extensive research and the design of a winning business model structured to minimize costs, yet provide optimum network performance, TeleFix then became a successful woman-owned start-up venture, launched at the CTIA Wireless Trade Show, Las Vegas in March 2010.

With planned headquarters in Allen, Texas, TeleFix plans to open several regional/in-market offices within 2012 through 2015 and also expand their footprint globally.

The Company

TeleFix Communications, Inc. (TeleFix) is a minority certified woman-owned turn-Key wireless communications infrastructure services Company. With two distinctive areas of expertise – RF and Microwave Engineering, centered on Converged Networks – 3G(UMTS), 4G (LTE), for Cellular, Land Mobile Radio Communications (Two-Way Radio Communications), Broadband (WiFi), and Digital Healthcare industries, TeleFix® is poised to deliver exemplary services in Design, Project Management, Network Planning, Installation, and Deployment. Specific specialties are expert level RF and Microwave Engineering principally in public safety communications.

The company was pre-launched at the CTIA Wireless show in March 2010, operations commenced in September 2010 with revenues of \$137,000 in 4th Quarter 2010. Women Business Certification(WBENC), was obtained in March 2011. In private sector, TeleFix has acquired turnkey contracts with General Dynamics Wireless & IT, Goodman Networks as General Contractor for South & Central Texas, and qualified vendor approval with AT&T as turn-key supplier for Distributed Antenna Systems(DAS), with contract pending from completion of financial review. Approvals are pending for Alcatel-Lucent along with other primary wireless carriers. TeleFix is also in process of bidding on Public Safety Communications (P25-Interoperability), WiFi, and Broadband expansion projects. Government entities include federal, local and city entities, transportation – rail and aviation communications infrastructure.

TeleFix has also established a Factoring Facility for \$3 million. We are seeking capital to grow the business quickly, with managed growth approach, capturing our share of the rapidly expanding wireless telecommunications infrastructure market, both nationally and globally.

The demand for wireless services is growing much faster than the ability to supply quality network services. This is evident in the high costs of revisits and poor equipment performance which translates all the way to the consumer level evidenced by poor cell

phone service. We have all experienced the consequences of poor reception and dropped calls at the most inopportune moments. This will continually increase with the shift to data communications and added demand for faster data speeds on all spectrums. In recent years and the future evidence supports the larger movement in the direction and increasing demand for more and faster wireless networks; thus creating the demand for efficiently operating converged networks.

Competitive Position in the Industry

Pricing is uniform throughout specific regions, and Carriers and TURF Contractors tend to pay comparable rates for the same expertise. What is different and where Telefix, a WBE company, will create a competitive advantage, is in the level of quality coupled with the unique ability to deliver full turn-key solution to it's customers. This is a growing demand on both private and public sectors in maintaining their cost objectives. The Quality TeleFix will deliver can be equated with an overall lower "Total Cost of Service" (TCS)

Business Participants

The Tier Contractors are the backbone of wireless carriers. They deal directly with the TURF contractors. This channel does not lend itself to high quality work when TURF contractors are primarily concerned with getting the lowest possible price. The pain the Carrier is faced with is low quality work that results in poor service to the ultimate wireless consumer.

We will develop a quality service for Carriers at a fair price, rather than a false "low-ball" price. This will allow for more money to be spent by Telefix on building high quality teams trained in "Getting the job done right the first time." The company, at this point is undercapitalized and is currently procuring contracts, the Company is highly dependent on funding from the investment community to implement on its business model.

Competition and Buying Patterns

There are two typical buying patterns that exist in the market at this time.

1. Master Contracts Awarded to the lowest priced contractors by TURF Contractors
2. Fixed Contract Bidding to Carriers

Main Competitors

There are hundreds of small companies that make up the competition at the Tier level. It is a fragmented service market. There are fewer than a dozen TURF Contractors we need to compete with to gain contracts with Carriers. Our strategy is convincing Carriers that our service will cost them less by doing it right the first time (TCS). Our initial competitive edge in obtaining work directly from Carriers is our status as a Woman Business Enterprise.

Strengths

The key Telefix strengths are its Woman Business Enterprise Status and its expertise and knowledge of newer and faster data driven networks coupled with its exemplary Service Quality Commitment.

Strategy

Our strategy is to leverage our status as a WBE with Carriers. Using our WBE status will give us the opportunity to establish a reputation of quality and develop contracts directly with Carriers while carriers and Original Equipment Manufacturer's (OEMs),

Value Proposition

Our value proposition is that we provide a quality service that is less expensive over all. That is the TCS (Total Cost of Service) is less than competitors because we do it right the first time where others have to return to correct errors made through lower cost and quality workmanship. Our rates will be a little more but our overall cost will be less. The added benefit to the Carriers is that their customers, the ultimate consumers, will see a working and highly improved wireless service which will ultimately boost carrier's bottom lines with increased subscribers.

Competitive Edge

Our competitive edge is twofold; both our reputation as a high quality WBE service provider and our commitment to continual quality improvement. The combined result is a lower TCS with a WBE provider.

Positioning Statement

Our position is to be the quality leader with the lowest cost TCS. This will be true of our position with both the general market and the Carrier market.

1. The form of organization of the issuer

A Corporation;

2.The year that the issuer (or any predecessor) was organized;

1996

3. The issuer's fiscal year end date;

June 30th

4. Whether the issuer (or any predecessor) has been in bankruptcy, receivership or any similar proceeding;

N/A

5. Any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets;

On December 8th 2011, Mezaun Norman purchased 1,100,000 preferred shares from Ben Johnson changing control respectively. To voting of approximately 60%, and the Company acquired 100% of Telefix Communications, Inc. the operating entity.

Contained herein, the Company had retired debt by virtue of conversion rights to equity in the Company's common stock. Evidence of the Notes can be found in (Exhibit B).

The debt conversion is as follows;

- Terra Assets Inc. (original Note) and Desert Mountain Management, Inc. with a settlement and retiring \$110,000 of liabilities of which Desert entered into Assignment and Assumption Agreements with various investors.
- High Sierra Management, Inc. with a settlement and retiring \$110,000 of liabilities of which High Sierra entered into Assignment and Assumption Agreements with various investors

Safe Harbor Disclosure -- This Information Statement contains or incorporates by reference "Forward-looking statements," including certain information with respect to plans and strategies of Telefix. For this purpose, any statements regarding this statement, which are not purely historical, are forward-looking statements, within the meaning of the Private Securities Litigation Reform Act of 1995, including Telefix's beliefs, expectations, hopes or intentions regarding the future. All forward-looking statements are made as of the date hereof and based on information available to Telefix as of such date. There are a number of important factors that could cause actual events or actual results of Telefix's and its subsidiaries to differ materially from those indicated by such forward looking statements.

6. Any default of the terms of any note, loan, lease, or other indebtedness or financing arrangement requiring the issuer to make payments;

N/A

7. Any change of control;

On December 8th 2011, Mezaun Norman purchased 1,100,000 preferred shares from Ben Johnson changing control respectively. To voting of approximately 60%

8. Any increase of 10% or more of the same class of outstanding equity securities;

None

9. Any past, pending or anticipated stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization;

FINRA Corporate Action approved a reverse split for 500;1 and name change, and was effective approximately March 1, 2012

10. Any delisting of the issuer's securities by any securities exchange or deletion from the OTC Bulletin Board; and

None

11. Any current, past, pending or threatened legal proceedings or administrative actions either by or against the issuer 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. State the names of the principal parties, the nature and current status of the matters, and the amounts involved.

None

Business of Issuer.

Wireless Telecommunications Infrastructure Provider.

1. The issuer's primary and secondary SIC Codes;

Primary –4812 Radio Telephone Communications : Cellular/Wireless

Secondary – 1623-12 Telecommunications Equipment/Systems, Cabling & Wiring

2. If the issuer has never conducted operations, is in the development stage, or is currently conducting operations;

The company has generated revenue since its inception in 2010, the company conducted operations which resulted in revenue in the following years:

3. Whether the issuer is or has at any time been a "shell company";

No

4. The names of any parent, subsidiary, or affiliate of the issuer, and its business purpose, its method of operation, its ownership, and whether it is included in the financial statements attached to this disclosure statement;

a. The Company has no parent

b. The Company has a subsidiary known as Telefix Communications, Inc. the

- existence of this entity is utilized by for operational purposes.
- c. The Company has no affiliates.
 - d. Not Applicable
 - e. Not Applicable
 - f. Not Applicable
 - g. Not Applicable

5. The effect of existing or probable governmental regulations on the business;

The Company currently has no governmental regulation of its business operations and does not expect any in the foreseeable future.

6. An estimate of the amount spent during each of the last two fiscal years on research and development activities, and, if applicable, the extent to which the cost of such activities are borne directly by customers;

The Company has not spent any funds for research in the reporting quarter

7. Costs and effects of compliance with environmental laws (federal, state and local); and

The Company has not and does not expect to be impacted or affected in any manner by environmental laws or regulations.

8. The number of total employees and number of full-time employees.

As of the date of this Statement the Company has (2) unpaid Officers and Directors and (2) unpaid employees. Contractor services are engaged on an as needed basis.

Item IX The nature of products or services offered.

A. Principal products or services, and their markets:

Services: Cellular/Wireless Networks Infrastructure, DAS, WiFi, Land Mobile Radio Communications –P25 Interoperability.

Markets: Public Sector – Federal, State and Local law enforcement agencies, Transportation: Aviation & Hi-Speed Rail. Private: Wireless Service Providers & Original Equipment manufacturers (OEMs) & Healthcare .

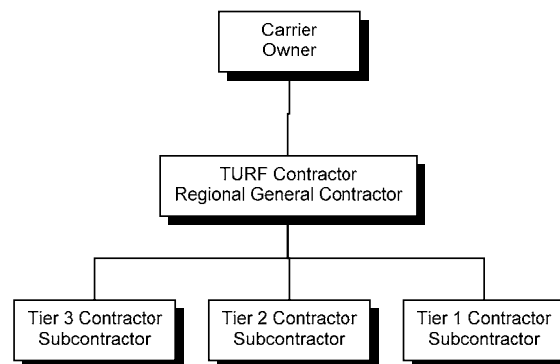
Competitive Position in the Industry

B. Distribution methods of the products or services;

Service Distribution

TeleFix will provide services to the wireless infrastructure development, upgrade and repair market. The services require trained technicians and engineers to install, upgrade and repair equipment and systems at new and existing facilities or sites.

There are several levels consulting work and several levels of engineering expertise. Selling price is relative to the market served. As in all tier contracting industries, general contractors pay less and charge more to the owner (Carrier) for the subcontracted services. The highest level of general contractor is referred to as a "TURF" contractor, which Carriers have named the regional general contracting companies. The hierarchy looks like the following example. It should be noted that a Tier 2 or Tier 3 Contractor can work for a higher level Tier Contractor as well as directly for the TURF Contractor.



Market Needs:

The telecom infrastructure market is in need of qualified contractors to build, upgrade and repair sites and networks. The demand for more and newer products has exceeded the supply of well-trained contractors to build the necessary stations and upgrade existing ones. Many consider the service provided by wireless Carriers to be poor at best as a result of inferior contractor work and lack of repair on stations and centers.

Business Participants:

The Tier Contractors are the backbone of the wireless infrastructure system. They deal directly with the TURF contractors. This channel does not lend itself to high quality work when TURF contractors are primarily concerned with getting the lowest possible price.

We believe there is room for a mentoring partnership program with wireless Carriers to develop a quality service between Telefix (a Tier Contractor) and Carriers. This would allow for more money to be spent by Telefix on building quality teams of technicians trained in getting it right the first time.

Distributing of the Service:

The distribution hierarchy of the system is Carrier => TURF Contractor => Tier Contractor => Technician.

Competition and Buying Patterns:

There are two typical buying patterns that exist in the market at this time.

1. Master Contracts Awarded to the lowest priced contractors by TURF Contractors.
2. Fixed Contract Bidding to Carriers by Turf's.

C. Status of any publicly announced new product or service;

None

D. Competitive business conditions, the issuer's competitive position in the industry, and methods of competition:

The Tier Contractors are the backbone of the wireless infrastructure system. They deal directly with the TURF contractors. This channel does not lend itself to high quality work when TURF contractors are primarily concerned with getting the lowest possible price. The pain the Carrier is faced with is low quality work that results in poor service to the ultimate wireless customer.

E. Sources and availability of raw materials and the names of principal suppliers;

Our products are procured directly from the manufacturer.

F. Dependence on one or a few major customers;

The Company provides a diversified clientele, which includes, government, major fortune 500 wireless providers, original equipment manufacturers, and small to medium resellers.

.

G. Patents, trademarks, licenses, franchises, concessions, royalty agreements or labor contracts, including their duration; and

The company holds no patents, only supply agreements.

H. The need for any government approval of principal products or services and the status of any requested government approvals.

None

Item X The nature and extent of the issuer's facilities.

The company requires capital to expand into moderate offices and warehousing facility. To conserve and reduce overhead costs, the company will adapt a virtualization operating model. Most PMs, Techs and Engineers work directly from their home offices.

As of this Statement date the Company has not re- entered into any long-term lease agreements.

Part D Management Structure and Financial Information

Item XI The name of the chief executive officer, members of the board of directors, as well as control persons.

<u>Name</u>	<u>Position</u>	<u>Other Affiliations</u>	<u>Shares</u>
Mezaun Norman	Chairman CEO	n/a	1,100,000 (preferred)
Mezaun Norman	Chairman CEO	n/a	61,000,000 (common)
John Fazzio	Director	n/a	4,000,000 (common)

A. Officers and Directors. In responding to this item, please provide the following information for each of the issuer's executive officers, directors, general partners and control persons, as of the date of this information statement:

1. Full name; Mezaun Norman
2. Business address: 8205 Olympia Dr. McKinney, TX 75070
info@telefixcommunications.com

Officer/Director Bio

Mezaun Norman – Chief Executive Officer

Mezaun Norman is the President, Chief Executive Officer and Founder of TeleFix Communications, Inc., Dallas, Texas. As a visionary entrepreneur, Mezaun has over 15 plus years of experience in key aspects of Business Administration having launched other successful start-up ventures across varied industries, two of which, were her own. Mezaun brings a unique combination of skills to TeleFix's clients as well as to her role as President and Chief Executive Officer of this highly innovative telecommunications services company. Mezaun is predominantly responsible for implementing the company's vision, and business strategy to advance its mission, objectives, citizenship, revenue growth, and profitability. She is also responsible for overseeing the Business Development, Marketing, and Sales. Ms. Norman has a degree in International Relations. She is mom to three girls – Athalia

19, a freshman at Baylor University, Marissa 15, and Rhiane 13. She resides in McKinney, Texas with her husband Andrew, a Telecommunications Engineer.

John Fazio

John is currently Executive Vice President at TeleFix Communications, Inc. (TeleFix), and was instrumental in launching the business. He has also worked on the initial financing of the company including establishing a \$3 million factoring facility for TeleFix. His duties include strategic planning, contract administration and corporate oversight and administration. He is active in assisting others in current work on taking TeleFix public through a reverse merger with a public shell.

John has founded, grown and operated several businesses after graduating from Temple University's Fox School of Business in Philadelphia, Pa in 1976. He has experience owning and operating a publishing business, regulatory compliance business, environmental transportation business and an environmental remediation business. His involvement with two of the businesses began at nominal sales volumes, and he was able to grow them respectively to over \$5 million and \$10 million in annual sales. John has been building two consulting businesses over the last 4 years; WinningAdvantage, Inc. and Environmental Business Consulting.

4. Board memberships and other affiliations;

Technology Committee Greater Hispanic Chamber of Commerce – Dallas, TX

5. Compensation by the issuer;

Compensation;

Cash; Executives have been on a as needed basis and;
Stock (equity) compensation will be determined.

6. Number and class of the issuer's securities beneficially owned by each such person.

<u>Name</u>	<u>Position</u>	<u>Other Affiliations</u>	<u>Shares</u>
Mezaun Norman	Chairman CEO	n/a .	1,100,000 (preferred)
Mezaun Norman	Chairman CEO	n/a	61,000,000 (common)
John Fazio	Director	n/a	4,000,000 (common)

B. Legal/Disciplinary History.

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. Disclosure of Family Relationships.

There are no family relationships that management has in place with regards to ownership in the Issues common or preferred shares

D. Disclosure of Related Party Transactions. Describe any transaction during the issuer's last two full fiscal years and the current fiscal year or any currently proposed transaction, involving the issuer, in which (i) the amount involved exceeds the lesser of \$120,000 or one percent of the average of the issuer's total assets at year-end for its last three fiscal years and (ii) any related person had or will have a direct or indirect material interest. Disclose the following information regarding the transaction:

1. The name of the related person and the basis on which the person is related to the issuer;

N/A

2. The related person's interest in the transaction;

N/A

3. The approximate dollar value involved in the transaction (in the case of indebtedness, disclose the largest aggregate amount of principal outstanding during the time period for which disclosure is required, the amount thereof outstanding as of

the latest practicable date, the amount of principal and interest paid during the time period for which disclosure is required, and the rate or amount of interest payable on the indebtedness);

N/A

- 4 The approximate dollar value of the related person's interest in the transaction; and Any other information regarding the transaction or the related person in the context of the transaction that is material to investors in light of the circumstances of the particular transaction.

Sections 1-5 are N/A

E. Disclosure of Conflicts of Interest. Describe any conflicts of interest. Describe the circumstances, parties involved and mitigating factors for any executive officer or director with competing professional or personal interests.

N/A

**Item XII Financial information for the issuer's most recent as of March 31, 2012
Quarterly period.**

I, Mezaun Norman , certify that:

- 4) I have reviewed this 2011 interim statement Information and Disclosure Statement of Telefix Communications Holdings, Inc f/n/a Sierra Desert Holdings, Inc.;
- 5) Based on my knowledge, this disclosure statement does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements made, in the light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
- 6) Based upon 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 flow of the issuer as of, the periods presented in this disclosure statement.

Dated: March 31, 2012

/s/ Mezaun Norman

Mezaun Norman Chairman/ CEO

EXHIBIT "A" FINANCIALS:

The undersigned Chief Executive Officer of Telefix Communications Holdings, Inc. f/n/a Sierra Desert Holdings, Inc., certifies that the following statements and the notes thereto, present fairly, in all material respects, the financial position of the issuer and the results of its operations and cash flows for the periods presented, in conformity with accounting principals generally accepted in the United States, consistently applied.

/s/ Mezaun Norman

Telefix Communications Holdings Inc.,
Mezaun Norman
Chairman/ CEO
March 31, 2012

Telefix Communications Holdings, Inc
FINANCIAL STATEMENTS
INTERIM AS OF MARCH 31, 2012

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From The Desk Of Mezaun Norman
972-302-3823

March 31, 2012

Shareholders of;
Telefix Communications Holdings, Inc f/n/a Sierra Desert Holdings, Inc

Dear Shareholders

We are providing this letter in connection with our unaudited of the balance sheets of Telefix Communications Holdings, Inc. (the "Company") as of December 2011 and the related stockholders' equity and comprehensive income for the periods ended December 31, 2011 and the statements of operations, and cash flows for each of the periods ended December 31,, 2011 for the purpose of expressing an opinion as to whether the financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows Telefix Communications Holdings, Inc. intended to comply with the conformity with U.S. generally accepted accounting principles. We confirm that we are responsible for the fair presentation in the financial statements of financial position, results of operations, and cash flows in conformity with generally accepted accounting principles. We are also responsible for adopting sound accounting policies, establishing and maintaining internal control, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of March 31, 2012 the following representations are being made;

1. The financial statements referred to above are fairly presented in conformity with U.S. generally accepted accounting principles, and include all disclosures necessary for such fair presentation and disclosures required to be included therein by the laws and regulations to which the Company is subject.
2. We have made available to you all—
 - a. Financial records and related data.
3. There have been no communications from the SEC or other regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

4. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.
5. We are in agreement with the adjusting journal entries that you have proposed and they have been posted to the Company's accounts.
6. There are no significant deficiencies, including material weaknesses, in the design or operation of internal control over financial reporting that are reasonably likely to adversely affect the Company's ability to initiate, authorize, record, process, and report financial data reliably in accordance with generally accepted accounting principles.
7. We acknowledge our responsibility for the design and implementation of programs and controls to prevent and detect fraud.
8. Except as made known to you, we have no knowledge of any fraud or suspected fraud affecting the Company involving:
 - a. Management,
 - b. Employees who have significant roles in internal control, over financial reporting, or
 - c. Others where the fraud could have a material effect on the financial statements.
9. We have no knowledge of any allegations of fraud or suspected fraud affecting the Company received in communications from employees, former employees, regulators, or others.
10. The Company has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
11. The following, if material, have been properly recorded or disclosed in the financial statements:
 - a. Related party transactions and related accounts receivable or payable, including sales, purchases, loans, transfers, leasing arrangements, and guarantees.
 - b. Guarantees, whether written or oral, under which the company is contingently liable.
12. There are no estimates that may be subject to a material change in the near term that have not been properly disclosed in the financial statements. We understand that *near term* means the period within one year of the date of the financial statements. In addition, we have no knowledge of concentrations existing at the date of the financial statements that make the company vulnerable to the risk of severe impact that have not been properly disclosed in the financial statements.
13. There are no:
 - a. Violations or possible violations of laws or regulations whose effect should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.
 - b. Unasserted claims or assessments that our lawyer has advised us are probable of assertion and must be disclosed in accordance with *Statement of Financial Accounting Standards No. 5*.
 - c. Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by *Statement of Financial Accounting Standards No. 5*.
14. The Company has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
15. The Company has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
16. The Company has appropriately reconciled its general ledger accounts to their related supporting information. All related reconciling items considered to be material were identified and included on the reconciliations and were appropriately adjusted in the financial statements.
17. All liabilities have been included in the Company's accounting records.

18. The Company does not owe the PCAOB outstanding past-due accounting support fees.
19. Each of the members of the management signing this letter, confirm that we have been provided with this letter a draft of the financial statements and, except as otherwise provided in writing by us to you which writing must be attached and become part and parcel to this letter, agree entirely with the correctness and completeness of the financial statements and the related disclosures.
20. The Company has complied with the applicable GAAP rules with regards to the stock options granted to the Board of Directors, Management, Employees, Consultants and Others where applicable and the stock options granted are duly approved and documented.
21. We did not issue any side agreements in regards to our sales agreements.

Except as disclosed in note 7 to the financial statements, no events have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to, or disclosure in, the financial statements.

/s/ Mezaun Norman

Mezaun Norman
Chief Executive Officer and President

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	Telefix Communications Holdings, Inc.				
	f/k/a Sierra Desert Holding, Inc.				
		Profit and Loss			
		March 31, 2012			
			Mar-12	Dec-11	Sep-11
Revenue			0	\$0	\$0
Cost of Revenue					
			0	\$0	\$0
	Gross Profit		0	\$0	\$0
General and Administrative			249799	\$249,799	\$249,799
	Loss From Operations		(\$249,799)	-\$249,799	-\$249,799
Other (Income) Expense					
	Interest income		0	\$0	\$0
	Loss on closure of JV		0	\$0	\$0
	Other Expenses		-25,000	\$211,000	\$211,000
	Interest Expense		0	\$88,822	\$88,822
Total Other (Income) Expense			(\$274,799)	\$299,822	\$299,822
Net Income			(\$274,799)	-\$549,621	-\$549,621
Other comprehensive loss					
	Foreign currency gain (loss)		0	0	0
Net Comprehensive Income (Loss)			(\$274,799)	-549,621	-549,621

				Telefix Communications Holdings, Inc.			
				f/k/a Sierra Desert Holdings, Inc			
				Consolidated Statements of Cash Flow			
				as of March 31, 2012			
					Mar-12	Dec-12	Sep-12
Cash Flow From Operations							
Net Loss					-\$274,789	-\$208,867	-\$549,621
Depreciation					\$0	\$0	\$0
Issuance of Shares for compensation, interest and expenses					\$0	\$0	\$69,849
Loss on Abandonment of fixed assets					\$0	\$0	\$23,870
Assumption of Liability					\$0	\$0	\$0
Loss on termination of Joint Venture					\$0	\$0	\$0
Correction of account balances					\$0	\$0	\$0
Increase/decrease in current assets					\$0	\$0	\$0
Inventory					\$0	\$0	\$0
Account payable and accrued expense					\$0	\$8,673	\$8,673
Net Cash					-\$274,789	-\$200,194	-\$447,229

			Telefix Communications Holdings, Inc.						
			f/k/a Sierra Desert Holdings, Inc						
			Shareholder Equity Deficit						Deficit
			as of March 31, 2012						Accumulated
			<u>Preferred Stock</u>	<u>Par Value</u>	<u>Common Stock</u>		<u>Additional</u>	<u>Stock</u>	<u>During</u>
			<u>Shares</u>	<u>Amount @ \$.001 Par</u>	<u>Shares</u>	<u>Amount</u>	<u>Paid-in</u>	<u>Subscription</u>	<u>Development</u>
							<u>Capital</u>	<u>Receivable</u>	<u>Stage</u>
Jun-11									
Beginning Balance		1,100,000	\$1,100		\$400,128,930	\$695,831	\$10,731,284	-	-\$11,126,108
Stock Sales									
Stock Issued for interest on not payable	-		-						
Stock Issued on partial conversion of note					\$86,000,006				
Stock Issued for services									
Cancellation of shares									
Sep-11									
Balance		1,100,000	\$1,100		486,128,936	\$305,432	-	-	-\$11,125,102
Sep-11									
Balance									
		1,100,000	\$1,100		486,128,936	\$305,432	-	-	-\$11,125,102
Stock Sales									
Stock Issued for interest on not payable									
Stock Issued on partial conversion of note									
Stock Issued for services									
Cancellation of shares									
Sep-11									
Balance									
		1,100,000	\$1,100		486,128,936	\$305,432	-	-	-\$11,125,102
Dec-11									
Stock Sales									
Stock Issued for interest on not payable									
Stock Issued on partial conversion of note									
Stock Issued for services									
Cancellation of shares									
Dec-11									
Balance									
		1,100,000	\$1,100		486,128,936	\$305,432	-	-	-\$11,125,102
Mar-12									
Blanca									
Stock Sales									
Stock Issued for interest on not e payable					28,630,000				
Stock Issued on partial conversion of note					0				
Stock Issued for services or acquisition					67,259,000				
Stock in or available for Float					975,612				
Mar-12									
Ending Balance		1,100,000	\$1,100		96,864,612	\$96,864.61	-	-	-\$10,180,330

Telefix Communications Holdings, Inc.
Notes to Financial Statements

Note 1-

Organization

The history of the company is prior to the acquisition with Telefix, the Company's operations was

Sierra Desert Holdings was seeking funding for WeNetShip (WNT) a web service which provides lower cost cross border shipping and customs services through networked solutions offering a paperless path into the Canadian market from anywhere within the United States under NAFTA rules.

WeNetShip (WNS) provides fixed price quoting and electronic filing of export and customs documents for US Exporters to Canada (B to B and B to C) for preferred shipping. Shipments crossing the border from the US to Canada become domestic in nature and the destination point becomes a local US destination to lower costs

The market for linked e-com processing is new and the WeNetShip software provides a unique solution for both large and small US Exporters. It saves money for the Exporter by pre-processing tariffs and providing a US single export point for US/Canada including the end-to-end delivery process. For Canadian Importers, they see lowered costs and fixed landed costs for all US sourced goods. The process becomes as seamless as shipping to the next state.

As agreed upon, the License Agreement covering all intellectual property, trade secrets, and know how related to the WENETSHIP operation for use in the territory of Canada and the United States of America (the "LICENSE") and (ii) transfer of all assets related to the WENETSHIP operation (the "WENETSHIP OPERATIONS") shall promptly be assigned to WeNet Ship Canada Inc

Post acquisition, was operating entity Telefix Communications, Inc, now, a wholly owned subsidiary of Telefix Communications Holdings, Inc. The inspiration for Telefix was born when our founder lived the infamous "A-Ha" moment. It was the moment of discovery - technical versatility that existed within her reach. Expertise and trust coupled with in-depth industry knowledge, and with the level of remarkable, unparalleled patience in which said knowledge was imparted to others, always without reservation or concern for time or bottom lines, available 24/7/365.

Imagine the difference this would make to an entire industry if that level of dedication could find its way to everyone: Service beyond current norms, truly focused on people – customers, teams, consumers alike. How many lives and bottom lines would be improved with *a truly higher level of excellence in standards*. So, much like Steve Jobs of Apple – "Taking Average and Making it Better," while being equipped with "Golden Rule Principles," – thus, the birth of TeleFix Communications, Inc.

After extensive research and the design of a winning business model structured to minimize costs, yet provide optimum network performance, TeleFix then became a successful woman-owned start-up venture, launched at the CTIA Wireless Trade Show, Las Vegas in March 2010.

With planned headquarters in Allen, Texas, TeleFix plans to open several regional/in-market offices within 2012 through 2015 and also expand their footprint globally.

The Company

TeleFix Communications, Inc. (TeleFix) is a minority certified woman-owned turn-Key wireless communications infrastructure services Company. With two distinctive areas of expertise – RF and Microwave Engineering, centered on Converged Networks – 3G(UMTS), 4G (LTE), for Cellular, Land Mobile Radio Communications (Two-Way Radio Communications), Broadband (WiFi), and Digital Healthcare industries, TeleFix® is poised to deliver exemplary services in Design, Project Management, Network Planning, Installation, and Deployment. Specific specialties are expert level RF and Microwave Engineering principally in public safety communications.

The company was pre-launched at the CTIA Wireless show in March 2010, operations commenced in September 2010 with revenues of \$137,000 in 4th Quarter 2010. Women Business Certification(WBENC), was obtained in March 2011. In private sector, TeleFix has acquired qualified vendor approvals with General Dynamics Wireless & IT, Goodman Networks as General Contractor for South & Central Texas, and AT&T as turn-key supplier for Distributed Antenna Systems(DAS). Approvals are pending for Alcatel-Lucent along with other primary wireless carriers. TeleFix is also in process of bidding on Public Safety Communications (P25-Interoperability), WiFi, and Broadband expansion projects. Government entities include federal, local and city entities, transportation – rail and aviation communications infrastructure.

TeleFix has also established a Factoring Facility for \$1 million. We are seeking capital to grow the business quickly, with managed growth approach, capturing our share of the rapidly expanding wireless telecommunications infrastructure market, both nationally and globally.

The demand for wireless services is growing much faster than the ability to supply quality network services. This is evident in the high costs of revisits and poor equipment performance which translates all the way to the consumer level evidenced by poor cell phone service. We have all experienced the consequences of poor reception and dropped calls at the most inopportune moments. This will continually increase with the shift to data communications and added demand for faster data speeds on all spectrums. In recent years and the future evidence supports the larger movement in the direction and increasing demand for more and faster wireless networks; thus creating the demand for efficiently operating converged networks.

Note 2 – Material Changes in the Company

- a)** A total of \$887,786 of liabilities was retired in the first quarter of this year by having an officer /director forgive \$177,786 in back salaries. Convertible notes executed in July 1, 2010 were settled were the notes were exercised into equity eliminating \$220,000, the conversion was for 28,630,000 shares common.
- b)** \$490,000 notes was eliminated by delivering back to Hanspeter Knecht its ownership in a mining resource project. The reason was property was not performing.
- c)** The company did a 500:1 reverse split that was effective on the approximate date of March 1, 2012. This brought the stock from approximated 467 million shares issued down to approximately 968,000 shares. Subsequent to this action the company issued out 95,896,612 shares in its reorganization effort to recapitalize the company.

Exhibit B

Convertible Notes
(on next page)

[
THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

Principal Amount: \$84,000

CONVERTIBLE PROMISSORY NOTE

FOR VALUE RECEIVED, BRAZILIAN MINING CORPORATION, a Nevada corporation (the "Maker"), hereby promises to pay to Terra Assets, INC. (the "Holder") or order, without demand, the sum of Eighty-Four Thousand Dollars (\$84,000), with interest accruing thereon at twenty percent (20%) per annum, on July 31, 2010, if not retired sooner.

Usury Saving Clause. All agreements in this note are expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of maturity of the indebtedness evidenced hereby or otherwise, shall the amount agreed to be paid hereunder for the use, forbearance or detention of money exceed the highest lawful rate permitted under applicable usury laws. If, for any circumstance whatsoever, fulfillment of any provision of this note at the time performance of such provision shall be due shall involve exceeding any usury limit prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligations to be fulfilled shall be reduced to allow compliance with such limit, and if, from any circumstance whatsoever, Holder shall ever receive as interest an amount which would exceed the highest lawful rate, the receipt of such excess shall be deemed a mistake and shall be canceled automatically or, if theretofore paid, such excess shall be credited against the principal amount of the indebtedness evidenced hereby to which the same may lawfully be credited, and any portion of such excess not capable of being so credited shall be refunded immediately to Maker.

Conversion Features of the Note. At the option of the Holder, all or any portion of the unpaid principal amount of this Note may, upon execution of the Notice of Conversion attached hereto and the surrender of this Note to the Maker for conversion, be converted into Common Stock at a fixed conversion price of par value (\$0.001) per share. The holder is not entitled to convert the note, if the number of shares of Common Stock beneficially owned by the holder and its affiliates, including shares to be issued upon conversion of the note would

result in beneficial ownership by the holder and its affiliates of more than 9.99% of the outstanding Common Stock on that date. This restriction may be waived, in whole or in part, upon sixty-one days prior notice from the holder to increase the percentage up to 9.99% but not in excess of 19.99% fully-paid, non-assessable shares of Maker's common stock.

Conversion and Delivery. Notice of Conversion may be given at any time after the date hereof. The Maker shall convert this note pursuant to such Notice of Conversion into shares of Maker's Common Stock in accordance herewith. No fractional shares of Common Stock shall be issued upon conversion of this note. The Holder expressly waives his rights to receive a certificate for any fractional shares. If less than all of the unpaid principal amount evidenced by this note shall be converted, the Maker will, upon such exercise of the conversion privilege, execute and deliver to the Holder hereof a new note evidencing the remaining amount of principal then outstanding. This note or any part of this note is fully transferable to any legal entity or person.

Default. Upon default, the Holder may resort to any remedy available to a secured party under the Uniform Commercial Code. Each of the following events or occurrences shall constitute an "Event of Default" hereunder: (a) if default is made in the payment of any monetary amount payable hereunder, within thirty (30) calendar days following the date the same is due plus the expiration of ten (10) business days following written notice to Maker (the "Cure Period"); (b) if default is made in the performance of any other promise or obligation described herein following five (5) days prior written notice to Maker of such default and the failure of Maker to cure such default during the Cure Period; (c) if Maker shall execute an assignment of any of its property for the benefit of creditors, fail to meet any obligations herein described, be unable to meet its debts as they mature, or be declared insolvent by any court, suffer a receiver to be appointed for any of its property, or voluntarily seek relief or have involuntary proceedings brought against it under any provision now in force or hereinafter enacted of any law relating to bankruptcy; (d) if any writ of attachment, garnishment or execution shall be issued against Maker and not quashed within thirty (30) business days; and (e) if any tax lien be assessed or filed against Maker and remain unsatisfied for forty-five (45) business days.

Upon the occurrence of any Event of Default, which is not cured within ten (10) business days after written notice of such default is given by Holder or at any time thereafter when any Event of Default may continue, Holder may, at its option and in its sole discretion, declare the entire balance of this note to be immediately due and payable, and upon such declaration all sums outstanding and unpaid under this note shall become and be in default, matured and immediately due and payable, without presentment, demand, protest or notice of any kind to Maker or any other person, all of which are hereby expressly waived.

Waiver Of Jury Trial. Maker agrees to trial by court and irrevocably agrees to waive jury trial in any action or proceeding (including but not limited to any counterclaim) arising out of or in any way related to or connected with this note, the relationship created, or the origination, administration or enforcement of the indebtedness evidenced by this note.

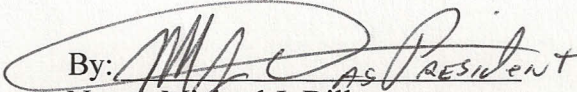
Applicable Law. This note shall be governed by and construed according to the laws of Maker's domicile. Venue of any action brought pursuant to this note, or relating to the indebtedness evidenced hereby or the relationships created by shall, at the election of the party bringing the action, be brought in a court located in the city and state of Maker's domicile. Maker and Payee each waives any objection to the jurisdiction of or venue in such court and to the service of process issued by such court.

If any provision of this note shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such holding shall not affect any other provisions of this note, and this note shall be construed, to the extent of such invalidity, illegality or unenforceability (and only to such extent) as if any such provision had never been contained herein. Any such holding of invalidity, illegality or unenforceability in one jurisdiction shall not prevent valid enforcement of any affected provision if allowed under the laws of another relevant jurisdiction.

No waiver by the holder of any payment or other right under this note shall operate as a waiver of any other payment or right.

IN WITNESS WHEREOF, Maker has caused this Note to be signed in its name by an authorized officer as of July 1, 2010.

BRAZILIAN MINING CORPORATION

By:  AS PRESIDENT
Name: Michael J. Dillon
Title: President

ASSIGNMENT OF NOTE

October 31, 2011

WHEREAS, TERRA ASSETS, INC. is the owner and registered holder of a debt in the form of a Convertible Promissory Note (the "Note") of Brazilian Mining Corporation, a Nevada corporation (the "Maker") (formerly, Sao Luis Mining, Inc., a Colorado corporation).

WHEREAS, TERRA ASSETS, INC. has reached an agreement to sell this debt to Desert Mountain Management, Inc. (DMM)

WHEREAS, TERRA ASSETS, INC has agreed to assign this debt (the convertible promissory note) to DESERT MOUNTAIN MANAGEMENT, INC (DMM). DMM agrees to pay \$220,000.00 (Two-Hundred-Twenty-Thousand Dollars) in best efforts in (18) months from date of this contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, TERRA ASSETS, INC. makes an irrevocable assignment of the Note to the persons identified on Exhibit A attached hereto.

TERRA ASSETS, INC. shall deliver a copy of this document, the original Note, and satisfactory evidence of assignment to Maker and request the issuance of new Notes to each assignee.

IN WITNESS WHEREOF, TERRA ASSETS, INC. has caused the Assignment of Note to be signed in its name by an authorized officer to be effective as of October 31, 2011

TERRA ASSETS, INC.

By: Ralph Sentner

Name: Ralph Sentner

Title: President

DESERT MOUNTAIN MANAGEMENT, INC

By: Tim Davis as President

Name: Tim Davis

Title: President

RS

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THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

Principal Amount: \$206,000

CONVERTIBLE PROMISSORY NOTE

FOR VALUE RECEIVED, BRAZILIAN MINING CORPORATION, a Nevada corporation (the "Maker"), hereby promises to pay to High Sierra, INC. (the "Holder") or order, without demand, the sum of Two-Hundred-Six Thousand Dollars (\$206,000), with interest accruing thereon at twenty percent (20%) per annum, on July 31, 2010, if not retired sooner.

Usury Saving Clause. All agreements in this note are expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of maturity of the indebtedness evidenced hereby or otherwise, shall the amount agreed to be paid hereunder for the use, forbearance or detention of money exceed the highest lawful rate permitted under applicable usury laws. If, for any circumstance whatsoever, fulfillment of any provision of this note at the time performance of such provision shall be due shall involve exceeding any usury limit prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligations to be fulfilled shall be reduced to allow compliance with such limit, and if, from any circumstance whatsoever, Holder shall ever receive as interest an amount which would exceed the highest lawful rate, the receipt of such excess shall be deemed a mistake and shall be canceled automatically or, if theretofore paid, such excess shall be credited against the principal amount of the indebtedness evidenced hereby to which the same may lawfully be credited, and any portion of such excess not capable of being so credited shall be refunded immediately to Maker.

Conversion Features of the Note. At the option of the Holder, all or any portion of the unpaid principal amount of this Note may, upon execution of the Notice of Conversion attached hereto and the surrender of this Note to the Maker for conversion, be converted into Common Stock at a fixed conversion price of par value (\$0.001) per share. The holder is not entitled to convert the note, if the number of shares of Common Stock beneficially owned by

the holder and its affiliates, including shares to be issued upon conversion of the note would result in beneficial ownership by the holder and its affiliates of more than 9.99% of the outstanding Common Stock on that date. This restriction may be waived, in whole or in part, upon sixty-one days prior notice from the holder to increase the percentage up to 9.99% but not in excess of 19.99% fully-paid, non-assessable shares of Maker's common stock.

Conversion and Delivery. Notice of Conversion may be given at any time after the date hereof. The Maker shall convert this note pursuant to such Notice of Conversion into shares of Maker's Common Stock in accordance herewith. No fractional shares of Common Stock shall be issued upon conversion of this note. The Holder expressly waives his rights to receive a certificate for any fractional shares. If less than all of the unpaid principal amount evidenced by this note shall be converted, the Maker will, upon such exercise of the conversion privilege, execute and deliver to the Holder hereof a new note evidencing the remaining amount of principal then outstanding. This note or any part of this note is fully transferable to any legal entity or person.

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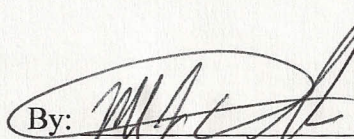
Applicable Law. This note shall be governed by and construed according to the laws of Maker's domicile. Venue of any action brought pursuant to this note, or relating to the indebtedness evidenced hereby or the relationships created by shall, at the election of the party bringing the action, be brought in a court located in the city and state of Maker's domicile. Maker and Payee each waives any objection to the jurisdiction of or venue in such court and to the service of process issued by such court.

If any provision of this note shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such holding shall not affect any other provisions of this note, and this note shall be construed, to the extent of such invalidity, illegality or unenforceability (and only to such extent) as if any such provision had never been contained herein. Any such holding of invalidity, illegality or unenforceability in one jurisdiction shall not prevent valid enforcement of any affected provision if allowed under the laws of another relevant jurisdiction.

No waiver by the holder of any payment or other right under this note shall operate as a waiver of any other payment or right.

IN WITNESS WHEREOF, Maker has caused this Note to be signed in its name by an authorized officer as of July 1, 2010.

BRAZILIAN MINING CORPORATION

By:  As President
Name: Michael J. Dillon
Title: President