CUSIP: 863145108 **REPORT:** Quarterly **REPORT PERIOD:** March 31, 2012

ALL INFORMATION CONTAINED HEREIN HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF STRATTON HOLDINGS, INC. (THE "COMPANY") IN ACCORDANCE WITH RULE 15C2-11 AND 10B-5 PROMULGATED UNDER THE SECURITIES EXCHANGE ACT OF 1934 AND RULE 144(C)(2) UNDER THE SECURITIES ACT.

DELIVERY OF THIS INFORMATION DOES NOT IMPLY THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THIS REPORT.

NO DEALER, SALESMAN OR ANY OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS NOT CONTAINED HEREIN IN CONNECTION WITH THE COMPANY. ANY REPRESENTATION NOT CONTAINED HERE IN MUST NOT BE RELIED UPON AS HAVING BEEN MADE OR AUTHORIZED BY THE COMPANY.

INFORMATION CONTAINED IN THIS REPORT MAY CONTAIN FORWARD-LOOKING STATEMENTS, WHICH INVOLVE A NUMBER OF RISKS AND UNCERTAINTIES THAT COULD CAUSE OUT ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE REFLECTED IN THE FORWARD LOOKING STATEMENTS. FORWARD-LOOKING STATEMENTS CAN BE IDENTIFIED BY USE OF WORDS "EXPECT", "PROJECT", "MIGHT", "POTENTIAL", AND SIMILAR TERMS. THE COMPANY CAUTIONS READERS THAT ANY FORWARD-LOOKING INFORMATION IS NOT A GUARANTEE OF FUTURE PERFORMANCE AND THAT ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE CONTAINED IN THE FORWARD-LOOKING INFORMATION. FORWARD-LOOKING STATEMENTS INVOLVE A NUMBER OF RISKS, UNCERTAINTIES OR OTHER FACTORS BEYOND THE COMPANY'S CONTROL. THESE FACTORS INCLUDE, BUT ARE NOT LIMITED TO OUR ABILITY TO IMPLEMENT OUR STRATEGIC INITIATIVES, ECONOMIC, POLITICAL AND MARKET CONDITIONS AND PRICE FLUCTUATIONS, GOVERNMENT AND INDUSTRY REGULATION, U.S. AND GLOBAL COMPETITION AND OTHER FACTORS. WE UNDERTAKE NO OBLIGATION TO UPDATE ANY FORWARD-LOOKING STATEMENT, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS OR OTHERWISE

Item 1 - The exact name of issuer and its predecessors.

Stratton Holdings, Inc.

a. KIDSational, Inc. until 5-2009
b. Squaremoon, Inc. until 12- 2003
c. ZDigital.com, Inc. until 7- 2001

d. Broadway Pacific Enterprises, Inc. incorporation to 6-1999

The address of the issuer's principal executive offices.

3426 Daisy Court
Brunswick, OH 44212

Item 2 - The exact title and class of securities outstanding

COMMON STOCK:

Authorized: 2,500,000,000
Issued and Outstanding: 2,340,875,600

PREFERRED STOCK:
Authorized: 1,000,000
Issued and Outstanding: 800,000

Item 3- Quarterly Financial Statements.

The financial statements for the company's second fiscal quarter ended March 31, 2012 are attached hereto and incorporated in this disclosure statement in attachment A.

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

Stratton Holdings will continue to develop their 100 % ownership of a Five (5) acre Joint venture agreement in Sierra Leone with a 75% profit share of all mining operations. Stratton Holdings estimated gross revenue from this Joint Venture is expected to exceed Twelve (12) million USD. Furthermore once established and operational Stratton Holdings will expand its operation in the Bo region as profits dictate.

Through negotiations we will fund our contracted partner ARDC to operate our mining concessions and we retain right of first refusal on any property tested and obtained by ARDC within a fifty - mile radius of our first project.

Stratton Holdings has an amended agreement granting them the right of first refusal on 360 acres placer mine in the California foothills. In addition, with a goal of becoming a year round Gold company, Stratton Holdings will be exploring and testing in British Colombia, Canada, and Alaska to obtain mining leases for future development.

The company does expect in the next two years to raise capital through various forms of direct equity and debt financing these may include Public and Private Offerings under SEC Registration and Exemptions, at this time a Regulation D Offering has been presented to a specific Accredited Investors, while capital has been raised through these means at this specific point in time no future agreements are anticipated with this offering.

The company does not have any 'Off---Balance Sheet' arrangements, nor is there any known event, demand, commitment, trend or uncertainty that will result in or is reasonably likely to result in the termination or material reduction in availability to the company. These arrangements include any arrangement to be excluded from the scope of FASB Statement of Financial Accounting Standards

No. 133, Accounting for Derivative Instruments and Hedging Activities (June 1998), pursuant to paragraph 11(a) of that Statement, as may be modified or supplemented.

Furthermore, this includes any obligation, including a contingent obligation, arising out of a variable interest (as referenced in FASB Interpretation No. 46, Consolidation of Variable Interest Entities (January 2003), as may be modified or supplemented) in an unconsolidated entity that is held by, and material to, the issuer, where such entity provides financing, liquidity, market risk or credit risk support to, or engages in leasing, hedging or research and development services with, the company.

ITEM 5 – LEGAL PROCEEDINGS

The Company has no past, pending or threatened legal proceedings or administrative actions either by or against the Company that could have a material effect on the Company's business, financial condition, or operations. The Company has no current, past or pending trading suspensions by any securities regulator.

Item 6 - Defaults upon senior securities.

None.

Item 7 - Other information.

Change of Directors and Officers

On May 2, 2012 Cedric Atkinson resigned as CEO, President and Director and John Semachko Jr. was appointed CEO, President and Director.

Mr. Cedric Atkinson has cancelled and returned to Treasury all his outstanding Common Shares Five Hundred Fifteen Million (515,000,000) and transferred ownership of 800,000 Preferred Shares to Mr. John Semachko Jr. As of May 2, 2012 Mr. Cedric Atkinson does not own nether Common or Preferred Shares of Stratton Holdings, Inc.

Change of Transfer Agent

On April 10, 2012 the Company changed its transfer agent from New York Stock Transfer to Transfer Online, Inc.

A total of Five Hundred Million Eighty Five Million (585,000,000) Common Shares were issued for capitalization and growth of the company.

Outside of Material Contracts entered into while in the course of daily business or into any amendment of such agreement that is material to the issuer, the company has sold Common Stock Equity through a Regulation D Exempt Private Placement and has filed a Form D statement with the SEC.

Item 8 - Exhibits.

A – 1st Quarter Financials
B - Employment agreement
C – STHG Sierra Leone JV Agreement
D – STHG Sierra Leone Buyout Agreement

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Item 9 - Issuer's Certifications

I, John Semachko, CEO, certify that:
1. I have reviewed this to-date disclosure statement of Stratton Holdings.
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/or 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: July 5,2012

/s/ John Semachko

John Semachko
CEO

STRATTON HOLDINGS, INC.

Stratton Holdings, Inc.
Statement of Operations
For the three month period ended March 31, 2012
(Unaudited)

	Three month period ended March 31, 2012 Unaudited
Revenues	**$ -**
Cost of Goods Sold	-
Gross Profit on Sales	**$ -**
Expenses	
Professional fees	36,015
Other General and Administrative Expenses	1,608
Total Expense	37,623
Net Loss from Operations	**(37,623)**
Other (Expense) Income	
Interest Expense	-
Total Other (Expense) Income	**-**
Net Loss	**$ (37,623)**
Weighted Average Basic & Fully Diluted Outstanding Shares	1,234,471,155
Basic & Fully Diluted Loss per Share	$ (0.00003)

Stratton Holdings, Inc.
Balance Sheet
For the three month period ended March 31, 2012
(Unaudited)

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	As of March 31, 2012 Unaudited	As of December 31, 2010 Unaudited
Current Assets		
Cash	$ 9,987	$ 10,005
Accounts Receivables	-	-
Inventory	-	-
Other Current Assets		
Total Current Assets	9,987	10,005
Furniture & Equipment, net of accumulated depreciation	-	-
Other Assets	115,000	92,500
	$ 124,987	**$ 102,505**
Liabilities and Stockholders' Equity		
Current Liabilities		
Accounts Payable	$ -	$ 1,894
Accrued Expenses	-	-
Notes Payable, current poriton	146,000	50,000
Total Current Liabilities	146,000	51,894
Long-term Liabilities		
Notes Payable	-	-
Total Long-term Liabilities	-	-
Stockholders' Equity		
Preferred Stock, $0.001 Par Value, 1,000,000 Shares Authorized, 600,000 shares outatanding at the end of Q1	600	600
Common Stock, $0.0001 Par Value, 2,500,000,000 Shares Authorized, 1,504,608,141 shares outatanding at the end of Q1	150,520	116,020
Additional Paid In Capital	1,075,382	1,047,882
Accumulated Deficit	(1,209,892)	(925,200)
Net Income (Loss)	(37,623)	(284,692)
Total Stockholders' Equity	(21,013)	50,610
	$ 124,987	**$ 102,505**

Stratton Holdings, Inc.
Statement of Cash Flows
For the three month period ended March 31, 2012
(Unaudited)

	Three month period ended March 31, 2012 Unaudited
CASH FLOWS FROM OPERATING ACTIVITIES	
Net Income (Loss)	(37,623)
Adjustments to reconcile bet loss to cash used by operating activies:	
Depreciaton, depletion and amortization	
Amortization of debt discount and deferred financing costs	
Changes in operating assets and liabilities:	
Accounts receivable	-
Officer loan	-
Accounts payable	(1,896)
Other current liabilities	-
NET CASH USED IN OPERATING ACTIVITIES	(39,519)
CASH FLOWS FROM INVESTING ACTIVITIES	
Product Development	(22,500)
Purchase of furniture and equipment	-
NET CASH USED IN INVESTING ACTIVITIES	(22,500)
CASH FLOWS FROM FINANCIANG ACTIVITIES	
Amounts due to related parties	-
Proceeds from issuance of notes payable, gross	-
Repayment of notes payable	-
Proceeds from additional paid in capital	27,500
Proceeeds from issuance of common stock	34,500
Proceeeds from issuance of perferred stock	-
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	39,500
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(18)
Cash and cash equivalents, beginning of period	10,005
Cash and cash equivalents, end of period	9,987
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(18)

Stratton Holdings, Inc.
Statement of Changes in Stockholders' Equity
For the three month period ended March 31, 2012
(Unaudited)

Beginning Common Stock	1,260,502	
Plue: Common Stock Issued	62,000	
Less: Common Stock Cancelled	-	
Ending Common Stock		1,322,502
Beginning Retained Earnings	(1,305,892)	
Plus: Net Loss	(37,623)	
Less: Dividents	-	
Ending Retained Earnings		(1,343,515)
Total Stockholders Equity		(21,013)

Unaudited Notes to Consolidated Financial Statements

As of March 31, 2012

NOTE 1 - The Company and its Significant Accounting Policies

The financial statements for March 31, 2012 are prepared internally by management and have neither been audited or reviewed by an outside accounting firm. The financial statements are prepared in accordance with generally accepted accounting principles (GAAP).

In preparing these condensed consolidated financial statements, management makes estimates and assumptions that affect the reported amounts of assets and liabilities in the balance sheet and revenues and expenses during the period reported. Actual results may differ from these estimates. The consolidated financial statements include the financial statements of the Company and its share of partnerships with other entities, if any. The Company records revenue when it is earned and measurable. In accordance with the SEC's Staff Accounting Bulletin No. 104, "Revenue Recognition", the Company recognizes revenue when persuasive evidence of an arrangement exists, transfer of title has occurred or services have been rendered, the selling price is fixed or determinable and collectability is reasonably assured. Holdings of highly liquid investments with original maturities of three months or less and investment in money market funds are considered to be cash equivalents by the Company.

Note 2 - Professional Fees

Professional Fees consist of Legal, Investor Relations, Public Relations, Financial and Management Fees.

NOTE 3 - Accrued Interest

The Company accrues interest at varied rates no more than the legal limit of the state in which the interest originates, annually regarding the Debenture and Long Term Notes Payable described in Note 4.

NOTE 4 - Long Term Liabilities

The Company has entered into a number of agreements regarding convertible debentures. The Company has been funded by certain entities who are shareholders. The Company reflects this finding in the form of Long Term Notes Payable. The terms of the notes are as follows:

Note	Principle Amount	Interest Rate
Convertible Note 1	$25,000 (USD)	20%
Convertible Note 2	$25,000 (USD)	20%
Convertible Note 3	$96,000 (USD)	8%

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective as of May 1st, 2012 ("Effective Date") by and between STRATTON HOLDINGS, INC., an Ontario Corporation (the "Company") and John Semachko Jr. ("Executive").

In consideration of the mutual promises, covenants and agreements herein contained, intending to be legally bound, the parties agree as follows:

1. Employment.

Company hereby agrees to initially employ Executive as its Managing Director and Executive hereby accepts such employment in accordance with the terms of this Agreement and the terms of employment applicable to regular employees of Company. In the event of any conflict or ambiguity between the terms of this Agreement and terms of employment applicable to regular employees, the terms of this Agreement shall control. Election or appointment of Executive to another office or position, regardless of whether such office or position is inferior to Executive's initial office or position, shall not be a breach of this Agreement

2. Duties of Executive.

The duties of Executive shall include the performance of all of the duties typical of the office held by Executive as described in the bylaws of the Company and such other duties and projects as may be assigned by a superior officer of the Company, if any, or the board of directors of the Company. Executive shall devote his entire productive time, ability and attention to the business of the Company and shall perform all duties in a professional, ethical and businesslike manner. Executive will not, during the term of this Agreement, directly or indirectly engage in any other business, either as an employee, employer, principal, officer, director, advisor, or in any other capacity, either with or without compensation, without the prior written consent of Company.

3. Term.

This Agreement is for a three-year period (the "Term") commencing on the Effective Date hereof and terminating on the third anniversary of the Effective Date, or upon the date of termination of employment pursuant to Section 5 of this Agreement; provided, however, that the Term may be extended as mutually agreed to by the parties.

4. Place of Performance.

Executive may perform his duties and conduct his business on behalf of the Company at either the Company's offices in Toronto, Ontario or at remote locations of his choosing by telecommuting; provided that such practice shall not substantially interfere with the performance of Executive's duties hereunder.

5. Compensation.

Executive will be paid compensation during this Agreement as follows:

I. Salary. Executive shall be paid a base salary at the annual rate of $120,000 (the "Salary"), payable in accordance with the Company's regular payroll practices. The base salary shall be adjusted at the end of each year of employment at the discretion of the board of directors.

II. Annual Bonus Compensation Opportunities. As a performance and retention incentive, Executive shall be eligible to earn an annual bonus award. The terms and conditions of each such annual bonus award opportunity shall be provided in writing to Executive not later than January 31 of each calendar year for that calendar year and shall be attached to this Agreement each year as Attachment 1. However, the following will apply to each annual bonus award opportunity made available to Executive during Executive's employment with

1. Each annual bonus award opportunity will be conditioned on Employer's achievement of calendar year revenue and net income objectives, and any other objectives, established in the discretion of the Board for the calendar year.

2. Each annual bonus award opportunity also will be conditioned on Executive's full-time active services to Employer continuously through the calendar year. However, should the Executive be terminated without cause, leave for good reason, die or become permanently disabled, the Executive or his estate will be entitled to all bonus compensation that has been earned in accordance with the terms of the then applicable annual bonus award opportunity but not yet paid at the time of Executive's departure, death or permanent disability, including any bonus compensation earned for partial portions of a calendar year.

3. It is the intent of Employer, generally, to pay annual bonuses no later than March 15 of the next calendar year, after Employer's audited financial statements for the calendar year just ended have been prepared and approved by the Board.

4. The Employer may provide for periodic progress bonus awards against the total annual bonus opportunity.

III. Discretionary Bonuses. To the extent Employer exceeds both its revenue and its net income and / or any other objectives established for a calendar year by the Board, Executive shall be eligible for a discretionary opportunity. Whether to grant such additional bonus award and, if so, in what from and amount, shall be determinations made in the sole discretion of the Board.

IV. Benefits. During the Term, Executive shall be reimbursed for health insurance and life insurance benefits, up to a maximum of $500 per month.

V. Business, Travel and Entertainment Expenses. The Company shall promptly reimburse the Executive for all business, travel and entertainment expenses consistent with the Executive's titles and the practices of STRATTON HOLDINGS, INC., in effect immediately prior to the Effective Date, including, without limitation, first class transportation.

6. **Termination of Employment.**

(a) Notwithstanding any provision of this Agreement to the contrary, the employment of Executive hereunder will terminate on the first to occur of the following dates:

I. the date of Executive's death;

II. the date on which Executive has experienced a Disability (as defined below), and the Company gives Executive notice of termination on account of Disability;

III. the date on which Executive has engaged in conduct that constitutes Cause (as defined below), and the Company gives notice of termination for Cause;

IV. expiration of the Term; or

V. The date on which the Company gives Executive notice of termination for any reason other than the reasons set forth in Sections 6(a)(i) through (iv) above.

(b) For purposes of this Agreement, "Disability" will mean an illness, injury or other incapacitating condition as a result of which Executive is unable to perform, with reasonable accommodation, the services required to be performed under this Agreement for 10 consecutive days during the Term. Executive agrees to submit to such medical examinations as may be necessary to determine whether a Disability exists, pursuant to such reasonable requests made by the Company from time to time. Any determination as to the existence of a Disability will be made by a physician mutually selected by the Company and Executive.

(c) For purposes of this Agreement, "Cause" will mean the occurrence of any of the following events, as reasonably determined by the Board:

I. Executive's willful and continued refusal to substantially perform his duties hereunder;

II. Executive's conviction of a felony, or his guilty plea to or entry of a nolo contendere plea to a felony charge; or

III. Executive's breach of any material term of this Agreement or the Company's written policies and procedures, as in effect from time to time; provided, however, that with respect to Sections 5(c)(i) or (iii) above, such termination for Cause will only be effective if the conduct constituting Cause is not cured by Executive within 5 days of receipt by Executive of written notice specifying in reasonable detail the nature of the alleged breach.

7. <u>Compensation in Event of Termination.</u>

Upon termination of this Agreement and Executive's employment, the Company will have no further obligation to Executive except to pay the amounts set forth in this Section 7.

(a) In the event Executive's employment is terminated pursuant to Section 6(a)(i), (ii), (iii) or (iv) on or before the expiration of the Term, Executive will be entitled to payment of any earned but unpaid Salary through the date of termination. Any bonuses, fees or payments due to Executive under Section 4(b) above shall be paid to Executive as set forth therein.

(b) In the event Executive's employment is terminated pursuant to Section 6(a)(v) on or before the expiration of the Term, and provided that Executive (i) resigns from the Board and (ii) executes a valid release of any and all claims that Executive may have relating to his employment against the Company and its agents, including, but not limited to, its officers, directors and employees, in a form provided by the Company, Executive will be entitled to continue receiving Salary for a period of three months from the date of termination, subject to all applicable withholdings and taxes. Any bonuses, fees or payments due to Executive under Section 4(ii) above shall be paid to Executive as set forth therein.

8. **Confidentiality.**

Executive covenants and agrees that he will not at any time during or after the end of the Term, without written consent of the Company or as may be required by law or valid legal process, directly or indirectly, use for his own account, or disclose to any person, firm or corporation, other than authorized officers, directors, attorneys, accountants and employees of the Company or its subsidiaries, Confidential Information (as hereinafter defined) of the Company. As used herein, "Confidential Information" of the Company means information about the Company of any kind, nature or description, including but not limited to, any proprietary information, trade secrets, data, formulae, supplier, client and customer lists or requirements, price lists or pricing structures, marketing and sales information, business plans or dealings and financial information and plans as well as papers, resumes and records (including computer records) that are disclosed to or otherwise known to Executive as a direct or indirect consequence of Executive's employment with the Company or service as a member of the Board, which information is not generally known to the public or in the businesses in which the Company is engaged. Confidential Information also includes any information furnished to the Company by a third party with restrictions on its use or further disclosure.

9. **Binding Agreement.**

(a) This Agreement is a personal contract and the rights and interests of Executive hereunder may not be sold, transferred, assigned, pledged, encumbered or hypothecated by him, provided that all rights of the Executive hereunder shall inure to the benefit of, and be enforceable by Executive's personal or legal representatives, executors, heirs, administrators, successors, distributors, devisees and legatees.

(b) In addition to any obligations imposed by law, any successor to Company (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the assets of the Company, is bound by this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

10. Return of Company Property.

Executive agrees that following the termination of his employment or service as a member of the Board for any reason, he will promptly return all property of the Company, its subsidiaries, affiliates and any divisions thereof he may have managed that is then in or thereafter comes into his possession, including, but not limited to, documents, contracts, agreements, plans, photographs, books, notes, electronically stored data and all copies of the foregoing, as well as any materials or equipment supplied by the Company to Executive.

11. Entire Agreement.

This Agreement contains the full and complete understanding between the parties hereto and supersedes all prior understandings, whether written or oral pertaining to the subject matter hereof.

12. **Amendment or Modification, Waiver.**

No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing, signed by Executive and by a duly authorized officer of the Company. The failure of either party to this Agreement to enforce any of its terms, provisions or covenants will not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by either party hereto of any breach or default by the other party of any term or provision of this Agreement will not operate as a waiver of any other breach or default.

13. Notices.

Any notice to be given hereunder will be in writing and will be deemed given when delivered personally, sent by courier or fax or registered or certified mail, postage prepaid, return receipt requested, addressed to the party concerned at the address indicated below or to such other address as such party may subsequently give notice of hereunder in writing:

To Executive at:

John Semachko Jr.
3426 daisy court
Brunswick Ohio 44212

To the Company at:

STRATTON HOLDINGS, INC.
161 BAY STREET
27^{TH} FLOOR
PO Box 508
Toronto, Ontario M5J 2S1

Any notice delivered personally or by courier under this Section will be deemed given on the date delivered. Any notice sent by fax or registered or certified mail, postage prepaid, return receipt requested, will be deemed given on the date faxed or mailed. Each party may change the address to which notices are to be sent by giving notice of such change in conformity with the provisions of this Section.

14. Severability.

In the event that any one or more of the provisions of this Agreement will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement will be held to be excessively broad as to duration, activity or subject, such provisions will be constructed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

15.**Survivorship.**

The respective rights and obligations of the parties hereunder will survive any termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.

16. **Each Party the Drafter.**

This Agreement and the provisions contained in it will not be construed or interpreted for or against any party to this Agreement because that party drafted or caused that party's legal representative to draft any of its provisions.

17. **Governing Law.**

This Agreement will be governed by and construed in accordance with the laws of the State of Nevada without regard to its conflicts of laws principles.

18. **Headings.**

All descriptive headings of sections and paragraphs in this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the heading of any section or paragraph.

19. **Counterparts.**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the undersigned has executed this Agreement this April 26th, 2012

By: ______________________________
Name: John Semachko

Accepted by:

Stratton Holdings, Inc.

By______________________________
Cedric Atkinson, CEO.

Accepted as of: April 26th, 2012

January 24, 2012

Cedric Atkinson
Stratton Holdings STHG
27th Floor
161 Bay Street
Toronto, Canada M5J 2S1

Re: Funding Of Joint Venture Agreement 2012-2013 Mining Seasons With Sierra Gold Corp., Sewa River Bo Sierra Leone.

This Letter of Contract by and between Stratton Holding, Inc., a Nevada Corporation (hereinafter "Buyer") and Accurate Resource Development Corp., (hereinafter "ARDC" or "Seller") sets out the business terms of a proposed acquisition (the "Acquisition") by Buyer of a number of assets, interests, and rights owned, or held/controlled by Seller, including the properties, assets, and projects of the transaction as set forth below. A binding commitment with respect to the Acquisition will result only from the execution by Buyer and Seller of definitive transaction agreements including, without limitation, a Purchase Sale Agreement (the "Definitive Agreements") signed by both the parties.

1. <u>The Transaction that is the subject of this contract is:</u>

Acquisition of all the 100% of the mineral rights as defined in Schedule B of this document.

2. <u>Terms</u>

2.1 Transaction: Buyer wishes to acquire 100 % of Seller's right, title and interest in and to the defined property in Schedule B. Buyer offers to pay Seller the aggregate amount of Seven Hundred Fifty Thousand Dollars ($750,000.00 USD) (hereinafter the "Contract Price"), per the terms outlined in this document. (Schedule A)

The obligations of the Parties to consummate the Acquisition will be subject to the satisfaction or waiver of certain conditions, including, without limitation, the following:

(A) Negotiation, execution and delivery of mutually satisfactory Definitive Agreements containing representations, warranties, covenants, conditions, indemnities, and other provisions customary in this type of transaction, including appropriate representations regarding title, environmental issues, and third party obligations.

(B) Satisfactory completion of Buyer's financial, commercial, accounting, technical, and legal due diligence.

(C) Approval of the form and substance of the Definitive Agreements for the acquisition of the Assets, including authorization to sign and close the Definitive Agreements, by Buyer's board of directors.

(D) Receipt of all authorizations, consents, waivers, orders, or approvals required to be obtained from all governmental authorities in order to consummate the acquisition of the Assets.

(E) Buyer obtaining financing for the Purchase Price upon terms acceptable to Buyer, in Buyer's sole discretion.

3. Exclusivity.

Between the Effective Date of this letter (as set forth on the signature page) and 5:00 p.m., Central Time, after the Effective Date (the "Exclusive Period"), Seller agrees it will not, directly or indirectly, through any officer, director, employee, stockholder or partner, attorney, financial advisor or other agent (collectively, "Agents"), take any action to solicit, initiate, seek, or encourage any inquiry, proposal or offer from, furnish any information to, or participate in any discussions or negotiations with, any third party (other than Buyer or a party designated by Buyer) regarding the acquisition of any of the Assets, any merger or consolidation with or involving Seller, or any acquisition of any portion of the stock or other assets of Seller (any such transaction being a "Third Party Acquisition"). Seller agrees that it will not accept or enter into an agreement concerning any Third Party Acquisition during the Exclusive Period. During the Exclusive Period, Seller will notify Buyer immediately after receipt by Seller or by any Agents of any proposal for, or inquiry regarding, any Third Party Acquisition involving Seller or any of the Assets or any request for non-public information related thereto.

4. Disclosure.

Seller and Buyer agree to keep the terms of this contract confidential, however, Seller acknowledges that Buyer may be required by law to disclose the execution of this contract or the execution of the Definitive Agreements in a public disclosure on the Over The Counter Markets ("OTC" or "Pinksheets"), a proxy statement, or other filing and may make a public announcement concerning matters relating to the proposed acquisition. Seller consents to Buyer making such disclosures consistent with the terms of this contract

5. Due Diligence.

In order to provide Buyer with the opportunity to continue its due diligence review of ARDC, Seller shall:

A. provide Buyer and Buyer's officers, employees, agents, accountants, counsel, advisors, and representatives (collectively, "Buyer's Representatives") full access to the offices, properties, facilities, books, and records with respect to ARDC that are in Seller's possession, and

B. provide to Buyer and Buyer's Representatives additional financial and operating data and other information regarding the operations of the ARDC, related liabilities as Buyer or Buyer's Representatives may from time to time reasonably request.

Each Party shall take reasonable steps to coordinate its due diligence efforts and those of its officers, employees, agents, accountants, counsel, financial advisors and representatives. Neither Buyer nor Seller shall be under any obligation to continue its due diligence investigation or negotiations of the possible Acquisition if, at any time, the results of its due diligence investigation are not satisfactory in its sole discretion.

6. Assignment.

Buyer shall have the complete and unconditional right to assign his right, title and interest in this contract or the Definitive Documents to any other party whether or not related to Buyer and whether or not such transfer is for consideration.

7. Negotiation and Preparation of Definitive Agreements.

Following the execution of this Letter of Intent and a period of time for Buyer to commence its due diligence review, the parties will cooperate with each other and use all reasonable good faith efforts to prepare drafts, negotiate, finalize, and execute the Definitive Agreements acceptable in form and substance to the parties and their counsel.

The Definitive Agreements shall contain the terms and conditions set forth in the Term Sheet and such other terms and conditions as are customary and appropriate for transactions of this type.

STRATTON
HOLDINGS

8. Termination.

This Contract may be terminated by mutual written consent of Seller and Buyer at any time before initial funding set forth in schedule A

Buyer may terminate this contract, in its sole discretion in the event of a material breach of any agreement, covenant or representation of Seller contained herein, or the results of the due diligence process are unsatisfactory to Buyer, or the occurrence of any event that, in Buyer's sole discretion, constitutes a material adverse change in the Assets, liabilities, condition (financial or otherwise), results of operations or prospects of the Assets or adversely impacts the ability to finance the acquisition of the Assets.

Seller may terminate this contract, in its sole discretion, in the event of a material breach of any agreement of Buyer contained herein.

This contract shall terminate, and neither party shall have any obligation to the other with respect to the subject matter of this contract if the Definitive Agreements have not been executed on or before May 1st deadline.

9. Authority.

Each of the Parties represents and warrants to the other that each has taken all necessary corporate action to authorize and approve the entering into and performance of this Letter of Intent, and this Letter of Intent does not conflict with or violate any other agreement to which either is a party or bound.

10. Corporate Obligations.

The obligations of the parties are acknowledged to be solely obligations of the entities, and no officer, director, employee, agent, representative, manager, owner, or controlling person of any such entity shall be subject to any personal liability to any person or other party, nor will any such claim be asserted by or on behalf of either party or affiliates of either party. This provision also shall be included in the Definitive Agreements.

11. Severability.

If any term, provision, or condition of this Letter of Intent is held to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and shall not thereby be affected, impaired, or invalidated.

12. Counterparts, Facsimile, or PDF Signatures.

This Letter of Intent may be executed in counterparts, each of which together shall constitute one binding agreement. An executed signature page sent by fax or by PDF format shall be deemed executed by such party and may be relied upon by the receiving party with the same effect as if a complete originally executed document were delivered and received.

13. Applicable Law. To the extent of any provisions hereunder specifically identified as binding and enforceable, and in all respects regarding the interpretation or construction of the language herein, this Contract shall be governed by the laws of the United States and Sierra Leone West Africa. This Contractt may only be amended, modified, or extended by a written agreement signed by all of the parties. Notwithstanding any other provision of the Definitive Agreements, if executed (or this contract) or any other agreement related hereto), to the contrary, in no event shall either party be liable to the other or entitled to recover incidental, consequential, special, indirect, multiple, statutory, exemplary or punitive damages. This limitation of damages shall survive termination of this Contract or the Definitive Agreements, if executed, without limit.
If this Contract accurately sets forth the mutual intentions and understandings, please indicate acceptance by signing the signature page and returning a copy to all parties.

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STRATTON
HOLDINGS

IN WITNESS WHEREOF, the undersigned has executed this Agreement this January 24th, 2012

Stratton Holdings, Inc.

By: Cedric Atkinson,
CEO
Date: 01 - 24 - 2012

Accurate Resource Development Corporation

By: John Semachko Jr
CEO
Date: 1/24/2012

STRATTON
HOLDINGS

Schedule A

Accurate Resource Development Corp (ARDC) And Stratton Holdings (STHG) Agree to the following:

STHG agrees to the following terms:

1) $750,000 funding by Sept 1st 2012
2) Payments to be made monthly with a minimum payment of $100,000 starting April 1st 2012
3) $20,000 Due upon signing agreement
4) If funding is not met by deadline STHG agrees to forfeit its return on investment (ROI) and monies loaned will be returned to STHG at 0% interest within 24 months.
5) STHG agrees to a 3mil buyout at any time after funding is complete.
6) STHG cannot circumvent original terms negotiated by ARDC and SGCP
7) Original contract attached and is part of contract.

ARDC agrees to the following terms:

1) Supply one 90 ton per hour wash-plant and support equipment.
2) Responsibly mine/operate wash plant for the recovery of gold and diamonds in conjunction with established JV agreement between ARDC and SGCP.
3) Pay STHG 100% of all revenues after operating expenses until principal is returned with a 20% return on investment. ($900,000)
4) After principal and ROI has been paid, STHG will receive 50% of profit for life of project or buyout
5) STHG retains the first right of refusal for future expansion
6) ARDC will provide monthly Production Reports, Refining Reports, Monthly 90-day look ahead.
7) Expansion will be negotiated as separate contract.
8) All assay reports and recovery reports are the property of STHG

STRATTON
HOLDINGS

Accurate Resource will deploy a 90-ton per hour mobile placer plant and support equipment to Sierra Leone starting in March 2012 with full operation expected in Jan 2013.

ARDC will refine its recovered ore in the United States with full disclosure to STHG. ARDC will also allow use of space in shipping containers coming from United States for the purpose of equipment and maintenance needs for STHG ongoing operations at direct costs

If STHG wishes to contract beyond initial project. Terms will be negotiated as a separate project/contract ARDC and STHG agrees to keep all knowledge of operation, recovery, and location classified and will not disclose this knowledge without the express permission of all parties.

ARDC acknowledges that they are a private contractor and not an employee of STHG and it is their responsibility to secure personal insurance. ARDC also agrees to hold harmless STHG in the event of injury or death.

This contract will be covered by the laws of the United States and Sierra Leone as issues pertain to individual jurisdictions.

161 Bay Street, 27th floor, Toronto, Ontario, Canada, M5J 2S1
Tel: 416.792/555 Fax: 647.438.6041 Website: www.sthggold.com

STRATTON HOLDINGS

April 02, 2012

Cedric Atkinson
Stratton Holdings STHG
27th Floor
161 Bay Street
Toronto, Canada M5J 2S1

Re: Sale Of Joint Venture Agreement 2012-2013 Mining Season With Sierra Gold Corp., Sewa River Bo Sierra Leone. (Schedule B) Attached Contract To Mine On behalf of Stratton Holdings.

This Letter of Contract by and between Stratton Holding, Inc., a Nevada Corporation (hereinafter "Buyer") and Accurate Resource Development Corp., (hereinafter "ARDC" or "Seller") sets out the business terms of a proposed acquisition (the "Acquisition") by Buyer of a number of assets, interests, and rights owned, or held/controlled by Seller, including the properties, assets, and projects of the transaction as set forth below. A binding commitment with respect to the Acquisition will result only from the execution by Buyer and Seller of definitive transaction agreements including, without limitation, a Purchase Sale Agreement (the "Definitive Agreements") signed by both the parties.

1. The Transaction that is the subject of this contract is:

Acquisition of all the 100% of the mineral rights as defined in Schedule B of this document.

2. Terms

2.1 Transaction: Buyer wishes to acquire 100 % of Seller's right, title and interest in and to the defined property in Schedule B. Buyer offers to pay Seller the aggregate amount of Four Hundred Fifty Thousand Dollars ($450,000.00 USD) (hereinafter the "Contract Price"), per the terms outlined in this document. (Schedule A)

The obligations of the Parties to consummate the Acquisition will be subject to the satisfaction or waiver of certain conditions, including, without limitation, the following:

(A) Negotiation, execution and delivery of mutually satisfactory Definitive Agreements containing representations, warranties, covenants, conditions, indemnities, and other provisions customary in this type of transaction, including appropriate representations regarding title, environmental issues, and third party obligations.

(B) Satisfactory completion of Buyer's financial, commercial, accounting, technical, and legal due diligence.

(C) Approval of the form and substance of the Definitive Agreements for the acquisition of the Assets, including authorization to sign and close the Definitive Agreements, by Buyer's board of directors.

(D) Receipt of all authorizations, consents, waivers, orders, or approvals required to be obtained from all governmental authorities in order to consummate the acquisition of the Assets.

(E) Buyer obtaining financing for the Purchase Price upon terms acceptable to Buyer, in Buyer's sole discretion.

3. Exclusivity.

Between the Effective Date of this letter (as set forth on the signature page) and 5:00 p.m., Central Time, after the Effective Date (the "Exclusive Period"), Seller agrees it will not, directly or indirectly, through any officer, director, employee, stockholder or partner, attorney, financial advisor or other agent (collectively, "Agents"), take any action to solicit, initiate, seek, or encourage any inquiry, proposal or offer from, furnish any information to, or participate in any discussions or negotiations with, any third party (other than Buyer or a party designated by Buyer) regarding the acquisition of any of the Assets, any merger or consolidation with or involving Seller, or any acquisition of any portion of the stock or other assets of Seller (any such transaction being a "Third Party Acquisition"). Seller agrees that it will not accept or enter into an agreement concerning any Third Party Acquisition during the Exclusive Period. During the Exclusive Period, Seller will notify Buyer immediately after receipt by Seller or by any Agents of any proposal for, or inquiry regarding, any Third Party Acquisition involving Seller or any of the Assets or any request for non-public information related thereto.

4. Disclosure.

Seller and Buyer agree to keep the terms of this contract confidential, however, Seller acknowledges that Buyer may be required by law to disclose the execution of this contract or the execution of the Definitive Agreements in a public disclosure on the Over The Counter Markets ("OTC" or "Pinksheets"), a proxy statement, or other filing and may make a public announcement concerning matters relating to the proposed acquisition. Seller consents to Buyer making such disclosures consistent with the terms of this contract

5. Due Diligence.

In order to provide Buyer with the opportunity to continue its due diligence review of ARDC, Seller shall:

A. provide Buyer and Buyer's officers, employees, agents, accountants, counsel, advisors, and representatives (collectively, "Buyer's Representatives") full access to the offices, properties, facilities, books, and records with respect to ARDC that are in Seller's possession, and

B. provide to Buyer and Buyer's Representatives additional financial and operating data and other information regarding the operations of the ARDC, related liabilities as Buyer or Buyer's Representatives may from time to time reasonably request.

Each Party shall take reasonable steps to coordinate its due diligence efforts and those of its officers, employees, agents, accountants, counsel, financial advisors and representatives. Neither Buyer nor Seller shall be under any obligation to continue its due diligence investigation or negotiations of the possible Acquisition if, at any time, the results of its due diligence investigation are not satisfactory in its sole discretion.

6. Assignment.

Buyer shall have the complete and unconditional right to assign his right, title and interest in this contract or the Definitive Documents to any other party whether or not related to Buyer and whether or not such transfer is for consideration.

7. Negotiation and Preparation of Definitive Agreements.

Following the execution of this Letter of Intent and a period of time for Buyer to commence its due diligence review, the parties will cooperate with each other and use all reasonable good faith efforts to prepare drafts, negotiate, finalize, and execute the Definitive Agreements acceptable in form and substance to the parties and their counsel.

The Definitive Agreements shall contain the terms and conditions set forth in the Term Sheet and such other terms and conditions as are customary and appropriate for transactions of this type.

8. Termination.

This Contract may be terminated by mutual written consent of Seller and Buyer at any time before initial funding set forth in schedule A

Buyer may terminate this contract, in its sole discretion in the event of a material breach of any agreement, covenant or representation of Seller contained herein, or the results of the due diligence process are unsatisfactory to Buyer, or the occurrence of any event that, in Buyer's sole discretion, constitutes a material adverse change in the Assets, liabilities, condition (financial or otherwise), results of operations or prospects of the Assets or adversely impacts the ability to finance the acquisition of the Assets.

Seller may terminate this contract, in its sole discretion, in the event of a material breach of any agreement of Buyer contained herein.

This contract shall terminate, and neither party shall have any obligation to the other with respect to the subject matter of this contract if the Definitive Agreements have not been executed on or before May 1st deadline.

9. Authority.

Each of the Parties represents and warrants to the other that each has taken all necessary corporate action to authorize and approve the entering into and performance of this Letter of Intent, and this Letter of Intent does not conflict with or violate any other agreement to which either is a party or bound.

10. Corporate Obligations.

The obligations of the parties are acknowledged to be solely obligations of the entities, and no officer, director, employee, agent, representative, manager, owner, or controlling person of any such entity shall be subject to any personal liability to any person or other party, nor will any such claim be asserted by or on behalf of either party or affiliates of either party. This provision also shall be included in the Definitive Agreements.

11. Severability.

If any term, provision, or condition of this Letter of Intent is held to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and shall not thereby be affected, impaired, or invalidated.

STRATTON HOLDINGS

12. Counterparts, Facsimile, or PDF Signatures.

This Letter of Intent may be executed in counterparts, each of which together shall constitute one binding agreement. An executed signature page sent by fax or by PDF format shall be deemed executed by such party and may be relied upon by the receiving party with the same effect as if a complete originally executed document were delivered and received.

13. Applicable Law. To the extent of any provisions hereunder specifically identified as binding and enforceable, and in all respects regarding the interpretation or construction of the language herein, this Contract shall be governed by the laws of the United States and Sierra Leone West Africa. This Contractt may only be amended, modified, or extended by a written agreement signed by all of the parties. Notwithstanding any other provision of the Definitive Agreements, if executed (or this contract) or any other agreement related hereto), to the contrary, in no event shall either party be liable to the other or entitled to recover incidental, consequential, special, indirect, multiple, statutory, exemplary or punitive damages. This limitation of damages shall survive termination of this Contract or the Definitive Agreements, if executed, without limit.
If this Contract accurately sets forth the mutual intentions and understandings, please indicate acceptance by signing the signature page and returning a copy to all parties.

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161 Bay Street, 27th floor, Toronto, Ontario, Canada, M5J 2S1
Tel: 416.792/555 Fax: 647.438.6041 Website: www.sthggold.com

STRATTON
HOLDINGS

IN WITNESS WHEREOF, the undersigned has executed this Agreement this April 02, 2012

Stratton Holdings, Inc.

By: Cedric Atkinson,
CEO
Date: April 02, 2012

Accurate Resource Development Corporation

By: John Semachko Jr
CEO
Date: 4/ 2/ 12

161 Bay Street, 27th floor, Toronto, Ontario, Canada, M5J 2S1
Tel: 416.792/555 Fax: 647.438.6041 Website: www.sthggold.com

STRATTON HOLDINGS

Schedule A

Accurate Resource Development Corp (ARDC) And Stratton Holdings (STHG) Agree to the following:

STHG agrees to the following terms:

1) $450,000 loan due in full by Dec1st 2012
2) Pay all operational cost associated with project including US administration and necessary subcontractors plus 20% overhead within 30 days of receipt through wire transfer
3) 25% profit share after loan repayment.
4) Transfer of **To be Determined** shares of STHG common stock to ARDC restricted for 12 months
5) Supply recommended Wash Plants Estimated cost $250,000
6) Initial terms negotiated between SGCP and ARDC remain unchanged and cannot be circumvented.
7) All Suppliers, Refiners, Location and Contacts are considered *trade secrets* and will not be disclosed without the express permission of ARDC officers
8) If complete funding and or operational cost are not funded by deadlines STHG will forfeit its initial 100k payment

ARDC agrees to the following terms:

1) Responsibly mine/operate supplied wash plants for the recovery of gold and diamonds in conjunction with established JV agreement between ARDC and SGCP.
2) Pay STHG $450,000 plus 5 points interest free through its retained 25% profit share within 18 months of full operational status.
3) If ARDC does not repay loan within 18 months, the balance will incur a 20% simple interest per year until fully paid.
4) STHG will retain full ownership of supplied equipment
5) ARDC agrees to purchase/ lease supplied equipment after project completion. Terms to be negotiated as separate contract
6) STHG will receive 75% of all profits for life of projects.
7) ARDC will provide monthly Production Reports, Refining Reports, Monthly 90-day look ahead.
8) Invoicing will be provided on the first of each month and due within 30 days via wire transfer
9) Future expansion outside a 25 mile radius of initial project will be negotiated as separate contract.

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10) Future expansion within 25 miles of initial project will only incur the incremental cost associated.
11) Benchmarks and quotas will be established within 90 days of fully operational.
12) All assay reports and recovery reports are the property of STHG

Accurate Resource will deploy a supplied 90ton per hour mobile placer plant and support equipment to Sierra Leone starting in February 2012 with full operation expected in Jan 2013. ARDC will supply all personnel, transportation and infrastructure necessary to profitably operate in Sierra Leone

ARDC will refine its recovered ore in the United States with full disclosure to STHG. ARDC will also allow use of space in shipping containers coming from United States for the purpose of equipment and maintenance needs for STHG ongoing operation.

If STHG wishes to contract beyond initial project. Terms will be negotiated as a separate project/contract ARDC agrees to keep all knowledge of operation, recovery, and location classified and will not disclose this knowledge without the express permission STHG. ARDC acknowledges that they are a private contractor and not an employee of STHG and it is their responsibility to secure personal insurance. ARDC also agrees to hold harmless STHG in the event of injury or death.

This contract will be covered by the laws of the United States and Sierra Leone as issues pertain to individual jurisdictions.

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