

ISSUER INFORMATION DISCLOSURE

HOLLUND INDUSTRIAL MARINE, INC. (a Washington Corporation)

**107-417 477 Peace Portal Drive
Blaine, WA 98230**

2014 ANNUAL REPORT

For the period ended December 31, 2014

December 18, 2015

HOLLUND INDUSTRIAL MARINE, INC.

December 18, 2015

**Information required for compliance with the provisions of the
OTC Markets Group Inc. (f/k/a Pink Sheets, LLC)
OTC Pink Basic Disclosure Guidelines
(Version 1.1 – April 25, 2013)**

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

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

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

Item I Name of the issuer and its predecessors (if any).

The exact name of the Issuer is HOLLUND INDUSTRIAL MARINE, INC. (the “Issuer” or “Company”).

Other than listed above, the Issuer has used the following names in the past five years:

Formerly = Hollund Industrial, Inc. until 8-2008

Formerly = Carver Corp. until 11-2007

Item II Address of the issuer's principal executive offices.

Company Headquarters

107-417 477 Peace Portal Drive
Blaine, WA 98230
Phone: (707) 659-6631
Fax: (604) 534-8118

E-mail: info@hollundindustrial.com
Website: <http://www.hollundindustrial.com>

IR Contact

107-417 477 Peace Portal Drive
Blaine, WA 98230
Phone: (707) 659-6631
Fax: (604) 534-8118

E-mail: ir@hollundindustrial.com

Item III Security Information.

The Issuer has authorized four classes of securities: one class of common stock and three classes of preferred stock.

(1) Common Stock

Trading Symbol:	HIMR		
Exact title and class of securities outstanding:	Common Stock		
CUSIP:	435730304		
Par or Stated Value:	\$0.000001		
Total shares authorized:	25,000,000,000	as of:	December 31, 2014
Total shares issued:	10,399,933	as of:	December 31, 2014
Total shares outstanding:	10,399,933	as of:	December 31, 2014

Sometimes the Company may report a disparity between the total shares 'issued' versus 'outstanding' which is caused by the use of "Shareholder Reserves" that the Company is contractually obligated to hold for the benefit of the Company's note holders with the Company's Transfer Agent.

(2) Preferred A Stock

Trading Symbol:	-none-		
Exact title and class of	Preferred A Stock		

securities outstanding:			
CUSIP:	-none-		
Par or Stated Value:	\$0.000001		
Total shares authorized:	2,000,000	as of:	December 31, 2014
Total shares outstanding:	2	as of:	December 31, 2014

(3) Preferred B Stock

Trading Symbol:	-none-		
Exact title and class of securities outstanding:	Preferred B Stock		
CUSIP:	-none-		
Par or Stated Value:	\$0.001		
Total shares authorized:	10,000,000	as of:	December 31, 2014
Total shares outstanding:	0	as of:	December 31, 2014

(4) Preferred C Stock

Trading Symbol:	-none-		
Exact title and class of securities outstanding:	Preferred C Stock		
CUSIP:	-none-		
Par or Stated Value:	\$0.000001		
Total shares authorized:	10,000,000	as of:	December 31, 2014
Total shares outstanding:	24,582	as of:	December 31, 2014

Transfer Agent

Transfer Online, Inc.
512 SE Salmon Street
Portland, OR 97214

Phone: (503) 227-2950
Facsimile: (503) 227-6874

Transfer Online, Inc. is registered under the Federal Exchange Act, and as such is regulated by the Securities and Exchange Commission, in conjunction with FINRA.

List any restrictions on the transfer of security:

None

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

None

List any stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization either currently anticipated or that occurred within the past 12 months

During March 2014, the Company's Board of Directors voted to increase the number of shares of authorized common stock from 20,000,000,000 to 25,000,000,000.

During August 2014, the Company's Board of Directors approved a reverse stock split (1:5000) of the Issuers common stock and the Financial Industry Regulatory Authority ("FINRA") effectuated the reverse stock split effective as of September 8, 2014.

Item IV Issuance History.

1. During April 2011, the Company entered into an agreement to convert 700,000 shares of the former Series B Preferred Stock into Series C Preferred Stock. The Series B Preferred Stock was originally issued by the Company as partial payment on the debt owed for the HIRS acquisition. The number of shares issuable upon the conversion of the preferred is limited to 4.9 percent in beneficial ownership by the former shareholder of Series B Preferred Stock. The estimated value of the shares is \$1,400,000.
 - a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
 - b. The transaction was unregistered;
 - c. The transaction was executed via a private agreement and not a public offering;
 - d. The agreement called for 700,000 shares of Series C Preferred Stock to be issued;
 - e. The agreement called for the cancelation of the shareholder's Series B Preferred Stock in exchange for newly issued Series C Preferred Stock. The Issuer received no proceeds;
 - f. The Series C Preferred Stock are not publicly traded however, convert into restricted common shares at a fixed conversion price of \$0.000001 per share;
 - g. The preferred shares issued under this agreement contain the appropriate restrictive legend.
2. During July 2012, the Company entered into a \$32,500 Convertible Note Agreement with Vert Capital LLC, a Florida limited liability company. The convertible note agreement bears interest at 10 percent and has a July 23, 2013 maturity date. The note may be repaid in whole or in part any time prior to maturity. Any amount of principal or interest due under the note, which is not paid when due will bear interest at 12 percent per annum from the due date thereof until the amount is paid in full. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price. The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The note does not automatically convert to common shares on their due dates.
 - a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
 - b. The transaction was unregistered;
 - c. The transaction was executed via a private agreement and not a public offering;

- d. The agreement called for conversion, at the investors' sole discretion, into restricted common shares at a variable conversion price, which approximates a 50% discount to market price;
 - e. The Issuer received proceeds of \$32,500;
 - f. The Note Agreement is not publicly traded however, can convert into restricted common shares;
 - g. The Note Agreement and any converted shares issued under this agreement contain the appropriate restrictive legend.
3. During August 2012, the Company entered into a \$50,000 Line of Credit Agreement with Ajene Watson, LLC, a New York limited liability company. The line of credit agreement bears interest at 10 percent and has a December 31, 2013 maturity date. Accrued interest is payable on a quarterly basis no later than the 5th business day following the end of such quarter. Any overdue principal or interest shall bear interest at 15 percent until paid in full.
- a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
 - b. The transaction was unregistered;
 - c. The transaction was executed via a private agreement and not a public offering;
 - d. The agreement called for conversion into restricted common shares on any outstanding balance after the Maturity Date;
 - e. As of December 31, 2014, advances under the line of credit and accrued interest were approximately \$50,000 and \$9,200, respectively;
 - f. The Line of Credit Agreement is not publicly traded however, outstanding amounts owed can only convert into common shares after the Maturity Date;
 - g. The Line of Credit Agreement and any shares issued under this agreement contain the appropriate restrictive legend.
4. During June 2013, the Company entered into a \$350,000 Line of Credit Agreement with Vera Group, LLC, a New York limited liability company. The line of credit agreement bears interest at 12 percent and has a November 30, 2014 maturity date. Accrued interest is payable on a quarterly basis no later than the 5th business day following the end of such quarter. Any overdue principal or interest shall bear interest at 17 percent until paid in full. As of the date of this report, there have been two (2) drawdown's totaling \$30,000 under this facility identified herein below as Item IV 6 and 7.
- a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
 - b. The transaction was unregistered;
 - c. The transaction was executed via a private agreement and not a public offering;
 - d. The agreement called for conversion into restricted common shares on any outstanding balance after the Maturity Date;
 - e. As of December 31, 2014, advances under the line of credit and accrued interest were approximately \$30,000 and \$4,600, respectively;
 - f. The Line of Credit Agreement is not publicly traded however, outstanding amounts owed can only convert into common shares after the Maturity Date;

- g. The Line of Credit Agreement and any shares issued under this agreement contain the appropriate restrictive legend.
- 5. During July 2013, the Company entered into a \$75,000 Line of Credit Agreement with Ajene Watson, LLC, a New York limited liability company. The line of credit agreement bears interest at 10 percent and has a December 31, 2014 maturity date. Accrued interest is payable on a quarterly basis no later than the 5th business day following the end of such quarter. Any overdue principal or interest shall bear interest at 15 percent until paid in full.
 - a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
 - b. The transaction was unregistered;
 - c. The transaction was executed via a private agreement and not a public offering;
 - d. The agreement called for conversion into restricted common shares on any outstanding balance after the Maturity Date;
 - e. As of December 31, 2014, advances under the line of credit and accrued interest were approximately \$67,500 and \$8,500, respectively;
 - f. The Line of Credit Agreement is not publicly traded however, outstanding amounts owed can only convert into common shares after the Maturity Date;
 - g. The Line of Credit Agreement and any shares issued under this agreement contain the appropriate restrictive legend.
- 6. During July 2013, the Company entered into a \$15,000 Convertible Note Agreement with Star City Capital LLC, a New York limited liability company, pursuant to the Line of Credit Agreement with Vera Group LLC dated June 25, 2013. The convertible note agreement bears interest at 12 percent and has no set maturity date. The note may be repaid in whole or in part any time. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50% discount to market. The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock.
 - a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
 - b. The transaction was unregistered;
 - c. The transaction was executed via a private agreement and not a public offering;
 - d. The agreement called for conversion, at the investors' sole discretion, into restricted common shares at a variable conversion price after the Maturity Date;
 - e. The Issuer received proceeds of \$15,000;
 - f. The Note Agreement is not publicly traded however, can convert into restricted common shares;
 - g. The Note Agreement and any converted shares issued under this agreement contain the appropriate restrictive legend.
- 7. During July 2013, the Company entered into a \$15,000 Convertible Note Agreement with Vera Group LLC, a South Dakota limited liability company, pursuant to the Line of Credit Agreement with Vera Group LLC dated June 25, 2013. The convertible note agreement bears interest at 12

percent and has no set maturity date. The note may be repaid in whole or in part any time. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50% discount to market. The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock.

- a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
 - b. The transaction was unregistered;
 - c. The transaction was executed via a private agreement and not a public offering;
 - d. The agreement called for conversion, at the investors' sole discretion, into restricted common shares at a variable conversion price after the Maturity Date;
 - e. The Issuer received proceeds of \$15,000;
 - f. The Note Agreement is not publicly traded however, can convert into restricted common shares;
 - g. The Note Agreement and any converted shares issued under this agreement contain the appropriate restrictive legend.
8. During August 2013, the Company entered into a \$10,500 Convertible Note Agreement with Antonio O. Santos, an individual. The convertible note agreement bears interest at 18 percent and has a maturity date of December 20, 2013. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50% discount to market. The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. As an inducement, the Company (i) pledge 625 Class C Preferred Shares as collateral for any monies due under the Note, (ii) pledge 0.0025 percent of the Company's gross profits to pay any interest payments due under the Note, (iii) pledge the Company's purchase orders as collateral for any monies due under the Note, (iv) promise to pay 0.0015 percent of the Company gross profit from the Bayano Concession after the maturity date of the Note through the completion of the work on the Bayano Concession and (v) issued 28,000,000 restricted shares of the Company's common stock.
 - a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
 - b. The transaction was unregistered;
 - c. The transaction was executed via a private agreement and not a public offering;
 - d. The agreement called for conversion, at the investors' sole discretion, into restricted common shares at a variable conversion price;
 - e. The Issuer received proceeds of \$10,500;
 - f. The Note Agreement is not publicly traded however, can convert into restricted common shares;
 - g. The Note Agreement and any converted shares issued under this agreement contain the appropriate restrictive legend.
9. During September 2013, the Company entered into a \$25,000 Convertible Note Agreement with Vera Group LLC, a South Dakota limited liability company. The convertible note agreement

bears interest at 12 percent and has no set maturity date. The note may be repaid in whole or in part any time. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50% discount to market. The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. As an inducement, the Company (i) pledge 625 Class C Preferred Shares as collateral for any monies due under the Note, (ii) pledge 0.0625 percent of the Company's gross profits to pay any interest payments due under the Note, (iii) pledge the Company's purchase orders as collateral for any monies due under the Note, (iv) promise to pay 0.2755 percent of the Company gross profit from the Bayano Concession after the maturity date of the Note through the completion of the work on the Bayano Concession and (v) issued 62,500,000 restricted shares of the Company's common stock.

- a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
 - b. The transaction was unregistered;
 - c. The transaction was executed via a private agreement and not a public offering;
 - d. The agreement called for conversion, at the investors' sole discretion, into restricted common shares at a variable conversion price after the Maturity Date;
 - e. The Issuer received proceeds of \$25,000;
 - f. The Note Agreement is not publicly traded however, can convert into restricted common shares;
 - g. The Note Agreement and any converted shares issued under this agreement contain the appropriate restrictive legend.
10. During October 2013, the Company entered into a \$25,000 Convertible Note Agreement with Vera Group LLC, a South Dakota limited liability company. The convertible note agreement bears interest at 18 percent and has no set maturity date. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price.

As additional inducement for the Lender to enter into the agreement, the Company will (i) pledge 625 Class C Preferred Shares as collateral for any monies due under the Note, (ii) pledge 0.625 percent of the Company's gross profits to pay any interest payments due under the Note, (iii) pledge the Company's purchase orders as collateral for any monies due under the Note, (iv) promise to pay 0.75 percent of the Company gross profit from the Bayano Concession after the maturity date of the Note through the completion of the work on the Bayano Concession, and (v) issue 62,500,000 restricted shares of the Company's common stock.

The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The note does not automatically convert to common shares on their due dates.

- a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
- b. The transaction was unregistered;

- c. The transaction was executed via a private agreement and not a public offering;
 - d. The agreement called for conversion, at the investors' sole discretion, into restricted common shares at a variable conversion price after the Maturity Date;
 - e. The Issuer received proceeds of \$25,000;
 - f. The Note Agreement is not publicly traded however, can convert into restricted common shares;
 - g. The Note Agreement and any converted shares issued under this agreement contain the appropriate restrictive legend.
11. During the years ended December 31, 2014 and 2013, the Company was advanced \$134,000 and \$235,700, respectively, from a shareholder of Hollund Industrial Robotics Inc. ("HIRS"). During the years ended December 31, 2014 and 2013, the Company repaid \$21,300 and \$-0-, respectively, of such advances. Effective July 1, 2013, the advances bear interest at 10 percent and have no set maturity date.

As of December 31, 2014 and 2013, the Company's unpaid advances were approximately \$429,000 and \$280,000, respectively, and accrued interest was \$44,900 and \$25,000, respectively.

12. During the June 2012, the Company and the shareholder of HIRS reached an agreement whereby, the Company agreed to reimburse the shareholder of HIRS for any corporate start-up costs he incurred (\$720,859). The convertible note agreement has a set maturity date of April 23, 2015. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price. The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. Effective July 1, 2013, the advances bear interest at 10%.

During the three-month period ended March 31, 2014, the holders of the note converted \$37,500 of principal into 801,605,600 common shares. During the three-month period ended June 30, 2014 the holders of the convertible note converted \$80,000 of principal into 1,296,009,600 common shares. During the three-month period ended September 30, 2014, the holders of the note did not convert any principal into common shares. During the three-month period ended December 31, 2014, the holders of the note converted \$19,400 of principal and \$1,978 of accrued interest into 2,259,363 common shares.

As of December 31, 2014 and 2013, advances under the convertible note were approximately \$576,100 and \$712,100, respectively, net of \$2,400 and \$8,800 unamortized discount, and accrued interest was \$48,500 and \$35,000, respectively.

13. During April 2012, the Company agreed to convert accrued officer compensation to a convertible note. The convertible note agreement does not bear interest and has no fixed maturity date. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 30 percent discount to the bid market price over the last 20 trading days.

During the three-month period ended March 31, 2014, the holder of the convertible note converted \$35,000 of principal into 500,000,000 common shares. During the three-month period ended June 30, 2014 the principal balance was reduced by a \$3,000 cash payment and the holder of the note did not convert any principal balance into common shares. During the three-month periods ended September 30, 2014 and December 31, 2014, the principal balance was not reduced and the holder of the note did not convert any principal balance into common shares.

As of December 31, 2014 and 2013, advances under the convertible note were approximately \$141,800 and \$116,500, respectively, net of \$27,200 and \$99,500 unamortized discount, respectively.

14. During the three-month period ended September 30, 2013, the Company cancelled 1,328,300,000 shares of capital stock which the Company put in treasury and then cancelled as of September 30, 2013.
 - a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
 - b. The transaction was unregistered;
 - c. The transaction was executed via a private agreement and not a public offering;
 - d. The agreement called for the return of the shares to treasury;
 - e. The Issuer received no proceeds;
 - f. The agreement is not publicly traded;
 - g. N/A.
15. During February 2014, the Company entered into a Consulting Agreement with The Industrial Hemp and Medical Marijuana Consulting Company, Inc., a Nevada Corporation. The agreement calls for 1,342,404,127 shares of the Company's restricted common stock to be issued as consideration.
 - a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
 - b. The transaction was unregistered;
 - c. The transaction was executed via a private agreement and not a public offering;
 - d. The agreement called for restricted common shares to be issued;
 - e. The Issuer received no proceeds;
 - f. The agreement is not publicly traded;
 - g. The agreement and any shares issued under the agreement contain the appropriate restrictive legend.
16. During February 2014, the Company entered into a Consulting Agreement with Frank Van Vranken, a natural person. The agreement calls for 100,000,000 shares of the Company's restricted common stock to be issued as consideration.
 - a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
 - b. The transaction was unregistered;
 - c. The transaction was executed via a private agreement and not a public offering;
 - d. The agreement called for restricted common shares to be issued;

- e. The Issuer received no proceeds;
 - f. The agreement is not publicly traded;
 - g. The agreement and any shares issued under the agreement contain the appropriate restrictive legend.
17. During February 2014, the Company entered into a Consulting Agreement with Tony Fernandez, a natural person. The agreement calls for 100,000,000 shares of the Company's restricted common stock to be issued as consideration.
- a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
 - b. The transaction was unregistered;
 - c. The transaction was executed via a private agreement and not a public offering;
 - d. The agreement called for restricted common shares to be issued;
 - e. The Issuer received no proceeds;
 - f. The agreement is not publicly traded;
 - g. The agreement and any shares issued under the agreement contain the appropriate restrictive legend.
18. During February 2014, the Company entered into a Consulting Agreement with Michael Lacy, a natural person. The agreement calls for 100,000,000 shares of the Company's restricted common stock to be issued as consideration.
- a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
 - b. The transaction was unregistered;
 - c. The transaction was executed via a private agreement and not a public offering;
 - d. The agreement called for restricted common shares to be issued;
 - e. The Issuer received no proceeds;
 - f. The agreement is not publicly traded;
 - g. The agreement and any shares issued under the agreement contain the appropriate restrictive legend.
19. During March 2014, the Company issued 50,000,000 shares of the Company's restricted common stock to the David Weiss Revocable Trust, a natural person, pursuant to a Stock Purchase Agreement.
- a. The restricted common stock was issued pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
 - b. The transaction was unregistered;
 - c. The transaction was executed via a private agreement and not a public offering;
 - d. The agreement called for restricted common shares to be issued;
 - e. The Issuer received \$350;
 - f. The agreement is not publicly traded;
 - g. The agreement and any shares issued under the agreement contain the appropriate restrictive legend.

20. During March 2014, the Company issued 150,000,000 shares of the Company's restricted common stock to Dana Dabney, a natural person, pursuant to a Stock Purchase Agreement.
- The common stock was issued pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
 - The transaction was unregistered;
 - The transaction was executed via a private agreement and not a public offering;
 - The agreement called for restricted common shares to be issued;
 - The Issuer received \$350;
 - The agreement is not publicly traded;
 - The agreement and any shares issued under the agreement contain the appropriate restrictive legend.
21. During March 2014, the Company issued 100,000,000 shares of the Company's restricted common stock to Wayne Ballard, a natural person, pursuant to a Stock Purchase Agreement.
- The common stock was issued pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
 - The transaction was unregistered;
 - The transaction was executed via a private agreement and not a public offering;
 - The agreement called for restricted common shares to be issued;
 - The Issuer received \$350;
 - The agreement is not publicly traded;
 - The agreement and any shares issued under the agreement contain the appropriate restrictive legend.
22. During April 2014, the Company issued 100,000,000 shares of the Company's restricted common stock to Henry Geniale, a natural person, pursuant to a Stock Purchase Agreement.
- The common stock was issued pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
 - The transaction was unregistered;
 - The transaction was executed via a private agreement and not a public offering;
 - The agreement called for restricted common shares to be issued;
 - The Issuer received \$350 in July 2014;
 - The agreement is not publicly traded;
 - The agreement and any shares issued under the agreement contain the appropriate restrictive legend.
23. During the year ended December 31, 2014, the Company issued 12 shares of the Company's Class C preferred stock to Chris Narver, a natural person, pursuant to a Stock Purchase Agreement.
- The Class C preferred stock was pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
 - The transaction was unregistered;
 - The transaction was executed via a private agreement and not a public offering;
 - The agreement called for restricted Class C preferred stock to be issued;

- e. The Issuer received \$3,000 proceeds;
- f. The agreement is not publicly traded;
- g. The agreement and any shares issued under the agreement contain the appropriate restrictive legend.

Item V Annual financial statements.

The following documents are filed under “*Exhibit 1*” and are included as part of this Disclosure:

Financial Statements of the Company as of and for the three- and twelve months ended December 31, 2014 and the twelve-months ended December 31, 2013:

Balance Sheet
Statement of Operations
Statement of Cash Flows
Statement of Shareholders’ Deficit
Notes to Financial Statements

See Attached Exhibit 1

Item VI Describe the Issuer’s Business, Products and Services.

A. Description of the Issuer’s business operations;

The Company offers integrated project development services and solutions focused on underwater forest management. During January 2014, the Company entered into that certain first right of refusal agreement with the owner of the patented technology entitled “Tiger-Lynk Articulated Boom and Head” (the “Tiger-Lynk”) evidenced by Canadian Patent 2,268,515 and US Patent 6,024,145 which includes all rights, title and interest to the Tiger-Lynk logo, in all formats and colors, as well as Tiger-Lynk trademarks and marketing rights. Tiger-Lynk is a machine technology designed to operate like traditional forest harvesting equipment. The robot arm is comprised of 5 booms connected by four rotary joints which is well suited for heavy construction and repair (bridges, dams, offshore platforms and rigs, pipelines, levees, etc.), forest recovery, mining, flood emergency response, diver assistance, cutting, drilling, grappling, welding, dredging, raking, heavy transport, and other remote services. The Company is not required or responsible for any ongoing development cost, build-out cost, transport cost, and/or any other cost related to the production of the Tiger-Lynk.

During August 2012, the Company signed a strategic distribution agreement with North Cal Woods Products, the nation’s premiere reclaimed wood retailer and reclamation services providers for the on-site milling and distribution of wood that may be harvested by the Company.

The Company and B & B Madera S.A. (“B&B”) had entered into a series of agreements which resulted in the Company’s ultimate ownership of 25% (Equity Stake”) of Bayano Lake Wood Products Corp. (“BLWP”). BLWP was entitled to receive 67% of the gross earnings derived from underwater timber harvesting operations at Lake Bayano (the “Project”), effectively delivering to the Company approximately 17% of the gross earnings. The continuance of this relationship was contingent however, on the patent holder of the Tiger-Lynk technology (“Technology Owner”), funding the production of the Tiger-Lynk to BLWP, on the behalf of the Company, by May 31st, 2014. If this had not occurred, B&B would have the right to either (i) return to the Company, all of the monies paid to B&B for the acquisition of the Company’s 25% of BLWP, or, (ii) significantly reduce the Company’s Equity Stake down to 16.75% (equivalent to approximately 11% of the gross earnings).

As of May 31st, 2014, the Technology Owner was unsuccessful in funding the production of the Tiger-Lynk. Consequently, B&B’s rights to either return money to the Company, or reduce the Company’s ownership, became immediately effective. In lieu of initiating either recourse, both the Company and B&B elected to restructure the business relationship as a means to create a more amenable and financially benefiting partnership.

On June 18, 2014, the Company’s Senior Partner, B&B Madera S.A, received the final resolution from the Panamanian Authorities with regards to the proposed Bayano Lake Tilapia farming venture. This final resolution gives full authorization for the commencement of all aspects of the Bayano Lake timber recovery project.

On October 6th, 2014, the Company and B&B entered into a Mutual Release, whereby each party released the other of all obligations stemming from those agreements which resulted in the Company’s Equity Stake in BLWP. Subsequently, the Company and B&B then entered into a Brokerage Agreement with Exclusive First Right of Refusal (“New Agreement”). The New Agreement (i) significantly expanded the Company’s upside at the Bayano Project – securing for the Company, a first right (“First Right”) to distribute 100% of the timber harvested at the Project, and, (ii) guaranteed to the Company a minimum volume of the Project’s harvested timber for the term of the New Agreement.

On July 14, 2015, the Company successfully completed an extensive review process whereby it has become a registered preferred contractor and service provider for one of the world's largest Hydroelectric Authorities.

On February 28, 2014, the Company signed a professional consulting services agreement with Industrial Hemp and Medical Marijuana Consulting Company, Inc. The purpose of the agreement was to explore the possibilities of incorporating the cultivation of organic hemp in aquaponics systems, as a means to apply new aquaculture and biodynamic farming practices. It

was soon discovered that this was not feasible and would in no way enhance the sustainability and profitability of the Company's underwater timber recovery projects. The Company has since begun seeking to cancel the agreement with the consultant.

Demand for our services will depend in large part on the demand for wood fiber. That demand will be largely fueled by global population growth and the need for infrastructure. At the same time deforestation is consuming millions of acres of wood fiber each year. We believe these factors will increase the demand for services, expertise and products necessary to the harvesting of submerged hardwood that can potentially have a greater value than ordinary timber.

Our current exploitation and development plans are described in this disclosure document. Whether we undertake an exploitation or development project will depend on the following factors:

- availability and cost of capital;
- receipt of additional geographical data or the reprocessing of existing data;
- current and projected lumbar gas prices;
- the costs and availability of equipment supplies and personnel necessary to conduct operations;
- success or failure of activities in similar areas;
- changes in the estimates of the costs to complete our projects;
- our ability to attract other industry partners to acquire a portion of the working interests, to reduce costs and exposure to risks;
- decisions of our joint working interest owners and partners;
- defects in title or loss of any potential concessions could limit our abilities or result in significant unanticipated costs;
- decreased availability or increased costs of key equipment, supplies or commodities could decrease our profitability;
- our operations may adversely impact the environment which could result in material liabilities to us;
- we may be required to obtain governmental permits and approvals for operations, which can be a costly and time-consuming process, can result in restrictions on our operations, and may delay or prevent us from obtaining necessary permits; and
- Union represented labor may result in an increased risk of work stoppages and increased labor costs.

We will continue to gather data about our projects, and it is possible that additional information will cause us to alter our schedule or determine that a project should not be pursued. You should understand that our plans regarding our projects might change.

The Company has determined that the Company is ***not now or any time in the past*** a "shell company" as that term is defined by the Commission as per Release 33-8869, footnote 172, whereby the Company is a fully operative ongoing operation with implemented business plan, Note payables, Bank accounts, rights, etc.

B. Date and State (or Jurisdiction) of Incorporation:

The Issuer was organized under the laws of the State of Washington in 1988.

C. The issuer's primary and secondary SIC codes;

The Issuer's primary SIC Code is 3553 and its secondary SIC Code is 3559.

D. The Issuer's fiscal year end date;

The issuer's fiscal year end date is December 31.

E. Principal products or services, and their markets;

The Company offers integrated project development services and solutions for underwater natural resource industries. Our experience, services and solutions particularly focus on underwater forestry project management. These integrated project development services include resource and needs assessment, permitting, environmental and project planning, logging, milling, product branding, marketing and sales.

Estimates from 2006, places approximately 300 million trees worth in excess of \$50 billion inundated by over 50,000 man-made lakes and large dam reservoirs covering over 80 million acres around the world. The company has focused in the tropical regions where a large percentage of the underwater forest contains exotic hardwood species. These trees are highly sought after in the marketplace due to their eco-friendly nature and high quality. As a result, underwater harvested wood can sell at a significant premium to comparable new wood. There is a proven market worldwide for underwater wood products including veneer, hardwood flooring, decking, siding and dimensional lumber.

The Company has a first right of refusal agreement on a patented articulated robot manipulator technology named "Tiger-Lynk" – solely where it applies to the recovery of timber from underwater environments – which is designed to operate like traditional forest "feller buncher" equipment. The robot arm is comprised of 5 booms connected by four rotary joints. When fully extended, the arm provides a maximum reach of 120 feet and work envelope of 1,100 m3.

What we believe sets the Tiger-Lynk machine system apart is the fully articulated Robot Manipulator. Tiger-Lynk robot arms offer heavy-duty construction, 7-9 degrees of freedom, and up to 50 ton lift capacity. Tiger-Lynk arms can be mounted on vessels, barges or platforms, making it convenient to integrate into existing operations. And when paired with one of Tiger-Lynk's industrial tools, you can perform a wide array of construction and recovery services- all on the same system. You can also integrate a variety of standard tool components via multi-hydraulic circuitry located at the wrist. Tiger-Lynk's design enables scalable arm configurations,

with models ranging in length from 50 to 200 feet. Powerful. Versatile. Innovative. Tiger-Lynk machine systems with heavy duty RM Technology are redefining the way contractors work underwater.

Tiger-Lynk is well suited for heavy construction and repair (bridges, dams, offshore platforms and rigs, pipelines, levees, etc.), forest recovery, mining, flood emergency response, diver assistance, cutting, drilling, grappling, welding, dredging, raking, heavy transport, and other remote services.

In addition to the Company's focus on underwater forestry project management, they engaged the services of a world leading expert on industrial hemp and its market opportunities as a durable, renewable fiber. The purpose was to explore the possibilities of incorporating the cultivation of organic hemp in aquaponics systems, as a means to apply new aquaculture and biodynamic farming practices. It was soon discovered that this was not feasible and would in no way enhance the sustainability and profitability of the Company's underwater timber recovery projects. The Company has since begun seeking to cancel the agreement with the consultant.

Item VII Describe the Issuer's Facilities.

The Company owns no real estate. It currently maintains its corporate offices at 107-417 477 Peace Portal Drive, Blaine, Washington, 98230.

Item VIII Officers, Directors, and Control Persons.

A – Officers and Directors as of December 31, 2014

(1) Peter Meier
President
107-417 477 Peace Portal Drive
Blaine, WA 98230

(2) Sheldon Romain
Vice-President
107-417 477 Peace Portal Drive
Blaine, WA 98230

Directors

Peter Meier
Sheldon Romain

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

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

None of the foregoing persons have been the subject of a conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding.

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 a person's involvement in any type of business, securities, commodities, or banking activities;

None of the foregoing persons have been the subject of any order, judgment, or decree, that permanently or temporarily enjoined, barred, suspended or otherwise limited such a person's involvement in any type of business, securities, commodities, or banking activities

3. A finding or judgment by a court of competent jurisdiction (in a civil action), the SEC, the CFTC, 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;

None of the foregoing persons have been the subject of any finding or judgment by a court of competent jurisdiction (in a civil action), the SEC, the CFTC, or a state securities regulator of a violation of federal or state securities or commodities law.

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 of the foregoing persons have been the subject of any 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.

C – Beneficial Shareholders

There is one registered shareholder with 5% or more of the Company's issued and outstanding common shares not including our board of directors listed below:

Name	Number of Shares Beneficially Owned	Percent of Class (1)
Jasmine Investment Fund LLC (2) 18488 56A Avenue Surrey, British Columbia V3S OP8 Canada	1,786,920	17.182%
World Wide Strategies 69 Dix Highway Dixhills, NY 11746	870,290	8.366%

Sheldon Romain Vice-President 107-417 477 Peace Portal Drive Blaine, WA 98230	5,001	0.001%
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Peter Meier President 107-417 477 Peace Portal Drive Blaine, WA 98230	8	0.000%
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- (1) Based on 10,399,933 shares of common stock outstanding as of December 31, 2014.
- (2) Jasmine Investment Fund is wholly owned by Mr. Lonnie Hayward (Chairman of Board of Chief Executive Officer effective September 4, 2015)

Item IX Third Party Providers.

1. Legal Counsel

Stephen Roberts, Esq.
M. Stephen Roberts A Professional Law Corporation
2501 Nicholson Drive
Baton Rouge LA 70802
Phone: 225-389-8300
Fax: 225-389-0870
www.SteveRobertsLaw.com

2. Accountant or Auditor

Accountant:

Wong Johnson & Associates APC
41856 Ivy Street, Suite 203
Murrieta, California 92562-8805
Telephone 951-693-1120
dgj@wjacpa.com

PCAOB Auditor:

None

3. Investor Relations Consultant

None

4. Any other advisor(s) that assisted, advised, prepared or provided information with respect to this disclosure statement

None

Item X Issuer's Certifications.

CERTIFICATIONS

I, Lonnie Hayward, Chief Executive Officer of Hollund Industrial Marine, Inc., hereby certify that:

1. I have reviewed this "Annual Company Information and Disclosure Statement" of Hollund Industrial Marine, Inc. for the period through December 31, 2014; and
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 made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as, and for, the periods presenting this disclosure statement.

Date: December 18, 2015

/s/ Lonnie Hayward
By: Lonnie Hayward
Chief Executive Officer

Exhibit 1**PART I - FINANCIAL INFORMATION****Item 1. Financial Statements.****HOLLUND INDUSTRIAL MARINE, INC.**

(Unaudited)

BALANCE SHEET

	<u>December 31,</u>	
	<u>2014</u>	<u>2013</u>
ASSETS		
Current assets		
Cash	\$ 3,044	373
Prepaid expenses	<u>195,500</u>	<u>\$ 279,000</u>
Total current assets	198,544	279,373
Long-term assets		
Office equipment	<u>1,000</u>	<u>1,553</u>
Total assets	<u>\$ 199,544</u>	<u>\$ 280,926</u>
LIABILITIES AND SHAREHOLDERS' DEFICIT		
Current liabilities		
Lines of credit with related parties	\$ 170,314	\$ 170,314
Convertible notes payable	314,412	182,597
Note payable - related parties	503,862	436,860
Derivative liability	928,894,576	4,743,217
Accrued officer compensation	509,120	379,000
Accrued consulting fees	1,490,000	100,000
Accrued interest	198,308	88,081
Stock liability	112,800	7,800
Other accrued liabilities	<u>113,610</u>	<u>101,113</u>
Total current liabilities	<u>932,307,002</u>	<u>6,208,982</u>
Long-term liabilities		
Notes payable - related parties - net of current portion	576,157	712,054
Notes payable - other	<u>-</u>	<u>69,124</u>
Total long-term liabilities	<u>576,157</u>	<u>781,178</u>
Total liabilities	<u>932,883,159</u>	<u>6,990,160</u>
Shareholders' deficit		
Common stock	10	11,803
Class A Preferred stock	-	-
Class B Preferred stock	-	-
Class C Preferred stock	49,164	1,375,988
Additional paid-in capital	3,787,046	1,311,137
Stock receivable	(200)	(200)
Accumulated deficit	<u>(936,519,634)</u>	<u>(9,406,962)</u>
Total shareholders' deficit	<u>(932,683,615)</u>	<u>(6,709,234)</u>
Total liabilities and shareholders' deficit	<u>\$ 199,544</u>	<u>\$ 280,926</u>

The accompanying notes are an integral part of these financial statements.

HOLLUND INDUSTRIAL MARINE, INC.

(Unaudited)

STATEMENT OF OPERATIONS

	3 months December 31, <u>2014</u>	<u>Year ended December, 31</u> <u>2014</u>	<u>2013</u>
Revenues	\$ -	\$ -	\$ -
Operating expenses			
Officer compensation	39,000	240,000	84,800
Bank charges	90	525	196
Depreciation	222	887	887
Dues and subscriptions	-	4,352	4,700
Impairment charge	83,500	83,500	-
Miscellaneous	143	13,370	8,164
Office expenses	-	2,254	1,678
Postage and delivery	-	120	-
Professional fees	893,150	1,930,769	275,185
Rent	600	2,400	1,400
Telephone	-	407	1,830
Travel and entertainment	-	26,664	30,172
Licenses and permits	-	1,876	-
Total operating expenses	<u>1,016,705</u>	<u>2,307,123</u>	<u>409,012</u>
	(1,016,705)	(2,307,123)	(409,012)
Interest expense	(927,097,135)	(929,664,687)	(4,225,535)
Interest income	<u>-</u>	<u>4,743,217</u>	<u>-</u>
Net income (loss)	<u>\$ (928,113,840)</u>	<u>\$ (927,228,593)</u>	<u>\$ (4,634,547)</u>

The accompanying notes are an integral part of these financial statements.

HOLLUND INDUSTRIAL MARINE, INC.

(Unaudited)

STATEMENT OF CASH FLOWS

	3 months December 31, <u>2014</u>	<u>Year ended December, 31</u> <u>2014</u>	<u>2013</u>
Cash flows from operating activities:			
Net (loss) income	\$ (928,113,840)	\$ (927,228,593)	\$ (4,634,547)
Adjustments to reconcile to net (loss) income to net cash used by operating activities:			
Derivative liability	926,956,690	924,151,359	4,123,708
Depreciation	222	887	887
Impairment charge	83,500	83,500	-
Unamortized debt discount	(3,380)	(16,612)	(166,106)
Estimated value of common stock issued to consultants	-	462,721	-
Estimated value of common stock issued for interest	110,262	523,143	12,500
Estimated value of common stock issued to officers	-	105,000	-
Increase (decrease) in operating assets and liabilities			
Prepaid expenses and other current assets	-	(750)	(244,400)
Accrued officer compensation	36,700	130,120	72,000
Accrued consulting fees	880,000	1,430,000	130,000
Accrued interest	28,801	110,227	79,604
Stock liability	-	105,000	7,800
Other accrued liabilities	<u>13,722</u>	<u>10,223</u>	<u>166,716</u>
Net cash used by operating activities	<u>(7,323)</u>	<u>(133,775)</u>	<u>(451,838)</u>
Cash flows from investing activities:			
Purchase of office equipment	-	(334)	-
Net cash used by investing activities	<u>-</u>	<u>(334)</u>	<u>-</u>
Cash flows from financing activities:			
Proceeds from sale of common stock	-	1,050	-
Proceeds from sale of Class C preferred stock	-	3,000	-
Proceeds from lines of credit with related parties	-	-	105,300
Repayment of lines of credit with related parties	-	-	(5,000)
Proceeds from lines of credit with unrelated parties	-	-	-
Proceeds from notes payable with related parties	-	154,060	235,700
Repayment of notes payable with related parties	(4,880)	(21,330)	-
Repayment of notes payable with unrelated parties	-	(15,000)	-
Proceeds from convertible notes payable with unrelated parties	<u>15,000</u>	<u>15,000</u>	<u>115,500</u>
Net cash provided by financing activities	<u>10,120</u>	<u>136,780</u>	<u>451,500</u>
Net (decrease) increase in cash	2,797	2,671	(338)
Cash at beginning of period	<u>247</u>	<u>373</u>	<u>711</u>
Cash at end of period	<u>\$ 3,044</u>	<u>\$ 3,044</u>	<u>\$ 373</u>

The accompanying notes are an integral part of these financial statements.

HOLLUND INDUSTRIAL MARINE, INC.
(UNAUDITED)
STATEMENT OF STOCKHOLDERS' DEFICIT
FOR THE YEAR ENDED DECEMBER 31, 2013
and FOR THE YEAR ENDED DECEMBER 31, 2014

	<u>Common stock</u>		<u>Preferred Class A</u>		<u>Preferred Class B</u>		<u>Preferred Class C</u>		<u>Stock</u>	<u>Additional</u>	<u>Accumulated</u>	<u>Total</u>
	<u>Number</u>	<u>Amount</u>	<u>Number</u>	<u>Amount</u>	<u>Number</u>	<u>Amount</u>	<u>Number</u>	<u>Amount</u>	<u>receivable</u>	<u>paid in</u>	<u>deficit</u>	
										<u>capital</u>		
Balance, December 31, 2012	4,189,341,272	\$ 4,189	-	\$ -	-	\$ -	697,341	\$1,394,682	\$ -	\$ 1,288,417	\$ (4,772,415)	\$ (2,085,127)
Partial conversion of Class C into common stock	9,217,000,000	9,217	-	-	-	-	(9,347)	(18,694)	-	9,217	-	(260)
Issuance of stock to officers	-	-	2	-	-	-	-	-	(200)	200	-	-
Issuance of stock for interest	125,000,000	125	-	-	-	-	-	-	-	12,375	-	12,500
Cancellation of stock to consultant - services not performed	(400,000,000)	(400)	-	-	-	-	-	-	-	(400)	-	(800)
Repurchase of stock at \$-0-	(1,328,300,000)	(1,328)	-	-	-	-	-	-	-	1,328	-	-
Net income (loss)	-	-	-	-	-	-	-	-	-	-	(4,634,547)	(4,634,547)
Balance, December 31, 2013	11,803,041,272	11,803	2	-	-	-	687,994	1,375,988	(200)	1,311,137	(9,406,962)	(6,709,234)
Partial elimination of Class C preferred stock	-	-	-	-	-	-	(653,363)	(1,306,726)	-	1,306,726	-	-
Partial conversion of Class C into common stock	10,061,000,000	10,061	-	-	-	-	(10,061)	(20,122)	-	10,061	-	-
Common stock issued for cash	400,000,000	400	-	-	-	-	-	-	-	650	-	1,050
Preferred stock issued for cash	-	-	-	-	-	-	12	24	-	2,976	-	3,000
Common stock issued to consultants	1,642,404,127	1,642	-	-	-	-	-	-	-	461,079	-	462,721
Beneficial conversion feature convertible debt	2,597,610,000	2,598	-	-	-	-	-	-	-	656,708	-	659,305
Partial conversion of convertible note	500,000,000	500	-	-	-	-	-	-	-	34,500	-	35,000
Reverse stock split (1:5000)	(24,893,750,000)	(24,894)	-	-	-	-	-	-	-	23,999	-	(895)
Common stock returned by officers	(210,000,000)	(210)	-	-	-	-	-	-	-	(20,790)	-	(21,000)
Common stock returned by consultants	(1,889,905,466)	(1,890)	-	-	-	-	-	-	-	-	-	(1,890)
Net income (loss)	-	-	-	-	-	-	-	-	-	-	(927,228,593)	(927,228,593)
Balance, December 31, 2014	<u>10,399,933</u>	<u>\$ 10</u>	<u>2</u>	<u>\$ -</u>	<u>-</u>	<u>\$ -</u>	<u>24,582</u>	<u>\$ 49,164</u>	<u>\$ (200)</u>	<u>\$ 3,787,046</u>	<u>\$ (936,519,634)</u>	<u>\$ (932,683,615)</u>

The accompanying notes are an integral part of these financial statements.

HOLLUND INDUSTRIAL MARINE, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2014

NOTE –1 FINANCIAL STATEMENTS

The accompanying financial statements have been prepared by the Chief Executive Officer of Hollund Industry Marine Inc. (the “Company”) and conformed to U.S. generally accepted accounting principles (“GAAP”) by the Company’s outside accountants without an audit. In the opinion of management, all adjustments (which include only normal recurring adjustments) necessary to present fairly the financial position, results of operations, and cash flows at December 31, 2014, and for all the periods presented herein, have been made.

The summary of significant accounting policies of the Company is presented to assist in understanding the Company’s financial statements. The financial statements and notes are the representations of the Company’s management, which is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements herein as of and for the three- and twelve-months ended December 31, 2014 and the twelve-months ended December 31, 2013.

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

Nature of Business

The Company offers integrated project development services and solutions focused on underwater forest management. During January 2014 the Company entered into the first right of refusal agreement with the owner of the patented technology entitled “Tiger-Lynk Articulated Boom and Head” (the “Tiger-Lynk”) evidenced by Canadian Patent 2,268,515 and US Patent 6,024,145 which includes all rights, title and interest to the Tiger-Lynk logo, in all formats and colors, as well as Tiger-Lynk trademarks and marketing rights. Tiger-Lynk is a machine technology designed to operate like traditional forest harvesting equipment. The robot arm is comprised of 5 booms connected by four rotary joints which is well suited for heavy construction and repair (bridges, dams, offshore platforms and rigs, pipelines, levees, etc.), forest recovery, mining, flood emergency response, diver assistance, cutting, drilling, grappling, welding, dredging, raking, heavy transport, and other remote services.

The Company and B & B Madera S.A. (“B&B”) had entered into a series of agreements which resulted in the Company’s ultimate ownership of 25% (Equity Stake”) of Bayano Lake Wood Products Corp. (“BLWP”). BLWP was entitled to receive 67% of the gross earnings derived from underwater timber harvesting operations at Lake Bayano (the “Project”), effectively delivering to the Company approximately 17% of the gross earnings. The continuance of this relationship was contingent however, on the patent holder of the Tiger-Lynk technology (“Technology Owner”), funding the production of the Tiger-Lynk to BLWP, on the behalf of the Company, by May 31st, 2014. If this had not occurred, B&B would have the right to either (i) return to the Company, all of the monies paid to B&B for the acquisition of the Company’s 25% of BLWP, or, (ii) significantly reduce the Company’s Equity Stake down to 16.75% (equivalent to approximately 11% of the gross earnings).

As of May 31st, 2014, the Technology Owner was unsuccessful in funding the production of the Tiger-Lynk. Consequently, B&B’s rights to either return money to the Company, or reduce the Company’s ownership, became immediately effective. In lieu of initiating either recourse, both the Company and B&B elected to restructure the business relationship as a means to create a more amenable and financially benefiting partnership.

On June 18, 2014, the Company’s Senior Partner, B&B Madera S.A, received the final resolution from the Panamanian Authorities with regards to the proposed Bayano Lake Tilapia farming venture. This final

resolution gives full authorization for the commencement of all aspects of the Bayano Lake timber recovery project.

On October 6th, 2014, the Company and B&B entered into a Mutual Release, whereby each party released the other of all obligations stemming from those agreements which resulted in the Company's Equity Stake in BLWP. Subsequently, the Company and B&B then entered into a Brokerage Agreement with Exclusive First Right of Refusal ("New Agreement"). The New Agreement (i) significantly expanded the Company's upside at the Project – securing for the Company, a first right ("First Right") to distribute 100% of the timber harvested at the Project, and, (ii) guaranteed to the Company a minimum volume of the Project's harvested timber for the term of the New Agreement.

During the last quarter of 2014, the Company's primary focus has been on building sales and distribution networks for the wood products secured through the first of right of refusal agreement for all wood being harvested from the Lake Bayano underwater timber recovery operations. In addition, the Company continues to work with B&B Madera on the operational logistics of scaling up timber harvest volumes from the Lake Bayano project.

On February 28, 2014, the Company signed a professional consulting services agreement with Industrial Hemp and Medical Marijuana Consulting Company, Inc. (IHMMCC). The concept was to explore the possibilities of incorporating the cultivation of organic hemp in aquaponics systems, as a means to apply new aquaculture and biodynamic farming practices. This agreement was explicit to the removal of any language having to do with IHMMCC's practices and/or consulting services regarding the growth, use, distribution or legalization of marijuana products. It was soon discovered that this was not feasible and would not enhance the sustainability and profitability of the Company's underwater timber recovery projects. The Company has since begun seeking to cancel the agreement with the consultant.

In addition to the Company's focus on underwater forest project management, our operations team has the experience and capabilities to manage a great variety of other natural resource project opportunities both in the aquatic and land based environments. Having the ability to engage in additional sustainable natural resource projects associated with the harvesting of underwater standing and/or salvaged timber can both decrease operational expenses and increase revenue potential. Therefore, the Company continues to work towards securing a number of additional underwater forest project assessment and timber recovery concession opportunities, while also ramping up current operations on Lake Bayano.

NOTE –2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The Company's financial statements are prepared using generally accepted accounting principles in the United States of America applicable to a going concern, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. The Company has not yet established a stable ongoing source of revenues sufficient to cover its operating costs and allow it to continue as a going concern. The continuation of the Company as a going concern is dependent upon the continued financial support from its shareholders, the ability of the Company to obtain necessary financing to sustain operations and the attainment of profitable operations. The Company has an accumulated deficit of approximately \$936,520,000 since October 9, 2006 (date of inception) to December 31, 2014. The Company had working capital deficit of approximately \$935,816,300 as of December 31, 2014. In addition, the Company has total shareholders' deficit of approximately \$932,684,000 as of December 31, 2014. These factors, among others, raise substantial doubt as to its ability to continue as a going concern.

In order to continue as a going concern, the Company needs to develop a reliable source of revenues, and achieve a profitable level of operations.

In the beginning of 2013, the Company began working toward securing two concessions. By mid-year, the Company's management entered into an LOI to secure its first concession at Lake Bayano, Panama. Lacking the ability to raise the total amount of capital necessary to secure the 1,200 hectare concession, the Company entered into a partnership with B&B Madera ("Senior Partner") to acquire 25% equity interest in Bayano Lake Wood Products ("BLWP") for the purpose of securing the concession at Lake

Bayano.

During 2014, the company's focus shifted towards securing purchase orders for the underwater timber and aligning itself with the appropriate wood broker, sales and distribution network to sell and distribute the wood. Toward the end of the third quarter, the Senior Partner began harvesting operations following receipt of the final approval to proceed. As part of its agreement with the Senior Partner, the Company also concentrated on assisting with the raise of those funds required to construct the second generation of the Tyger-Lynk robotic arm (AR-120).

While the Company was successfully able to secure purchase orders for the underwater harvested timber, the Company and the Senior Partner realized challenges with delivering a Tyger-Lynk to the project within the agreed upon time frame. In leveraging the Company's alliances with wood brokers and buyers, the Company and the Senior Partner determined that an adjustment to the original agreement would be mutually beneficial. The agreed upon adjustment would ultimately provide the Company with significantly expanded upside opportunity – giving the Company a first right ("First Right") to sell and distribute 100% of the timber harvested from the entire Project. This "First Rights" agreement also guaranteed to the Company, a minimum volume of the entire Project's harvested timber.

In addition to the Company's focus on underwater forest project management, our operations team has the experience and capabilities to manage a great variety of other natural resource project opportunities both in the aquatic and land based environments. Having the ability to engage in additional sustainable natural resource projects associated with the harvesting of underwater standing and/or salvaged timber can both decrease operational expenses and increase revenue potential

The Company has continued to organize and restructure the Company to meet the needs of shareholders and attract suitable financing.

To fund operations for the next twelve months, the Company projects a need for \$500,000 that will have to be raised through debt or equity. If the Company is unable to obtain adequate capital, it could be forced to cease operations.

Accordingly, the accompanying financial statements are accounted for as if the Company is a going concern and do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amount and classification of liabilities or other adjustments that might be necessary should be Company be unable to continue as a going concern.

Statement of Cash Flows

Supplemental cash flows and non-cash investing and financing activities for the three-months and twelve-months ended year ended December 31, 2014 and the year ended December 31, 2013 are as follows:

	Three months ended December 31, 2014	Year ended December 31, 2014	Year ended December 31, 2013
Supplemental cash flow information:			
Income taxes paid	\$ -	\$ -	\$ -
Interest expense paid	-	-	-
Non-cash investing and financing activities:			
Common stock issued to officers	-	105,000	-
Common stock issued to consultants	-	462,721	-
Common stock issued for interest	110,262	523,143	12,500
Convertible note payable issued for settlement of			

accrued compensation	-	-	216,900
Partial conversion of Preferred Class C into common stock	-	420	17,694

Long-Lived Assets

In accordance with ASC 360, *Accounting for the Impairment or Disposal of Long-Lived Assets*, long-lived assets, such as property and equipment, and purchased intangible assets subject to amortization, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset be tested for possible impairment, the Company first compares undiscounted cash flows expected to be generated by an asset to the carrying value of the asset. If the carrying value of the long-lived asset is not recoverable on an undiscounted cash flow basis, impairment is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques including discounted cash flow models, quoted market values and third-party independent appraisals, as considered necessary.

During the three-months ended December 31, 2014, Company management decided that certain consulting services paid for in connection with the Lake Bayano project were no longer considered necessary and the recorded amounts of approximately \$83,500 were expensed.

Fair Value of Financial Instruments

In accordance with Accounting Standards Codification (“ASC”) Topic 820, *Fair Value Measurement and Disclosure*, the Company uses fair value measurements to record fair value adjustments to certain assets and to determine fair value disclosures.

Company bases fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When observable market prices and data are not readily available, significant management judgment often is necessary to estimate fair value.

In those cases, different assumptions could result in significant changes in valuation and may not be realized in an actual sale. Additionally, there may be inherent weaknesses in any calculation technique and changes in the underlying assumptions used, including discount rates, and expected cash flows could significantly affect the results of current or future values.

For certain financial instruments, including accounts receivable, accounts payable and accrued expenses, the carrying amounts approximate fair value due to their relatively short maturities. All assets of the Company are considered Level 1 type assets. In the case of the notes payable, the interest rate on the notes approximates the market rate of interest for similar borrowings. Consequently the carrying value of the notes payable also approximates the fair value. It is not practicable to estimate the fair value of the related party notes payable and derivative liabilities due to a lack of market data, therefore requiring an entity to develop its own assumptions, such as valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable. Related party notes payable and derivative liabilities are considered Level 3 type liabilities.

Income Taxes

The Company utilizes the asset and liability method of accounting for income taxes. The asset and liability method requires that the current or deferred tax consequences of all events recognized in the financial statements are measured by applying the provisions of enacted tax laws to determine the amount of taxes payable or refundable currently or in future years. Deferred tax assets are reviewed for recoverability and the Company records a valuation allowance to reduce its deferred tax assets when it is more likely than not that all or some portion of the deferred tax assets will not be recovered.

In July 2006, the FASB issued guidance that clarified the accounting for income taxes by prescribing a minimum probability threshold that a tax position must meet before a financial statement benefit is recognized. The minimum threshold is defined as a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals

or litigation processes, based on the technical merits of the position. The tax benefit to be recognized is measured as the largest amount of benefit that is greater than fifty percent likely of being realized upon ultimate settlement. .

Company management believes that it had no material uncertain tax positions at December 31, 2014 and 2013.

Use of Estimates

In preparing financial statements in conformity with generally accepted accounting principles in the United States of America, management makes estimates and assumptions that affect the reported amounts of assets and liabilities in the balance sheet and revenue and expenses in the statement of operations. The accounting estimates that require our significant, difficult, and subjective judgments include:

- the assessment of recoverability of long lived assets;
- the valuation of derivative instruments; and
- the valuation and recognition of share-based compensation.

Actual results may differ from those estimates and such differences may be material to the financial statements. The current economic environment has increased the degree of uncertainty inherent in these estimates and assumptions.

Share-Based Payment

The Company follows ASC Topic 718, *Share Based Payment*, which establishes standards for the accounting for transactions in which an entity exchanges its equity instruments for goods or services, primarily focusing on accounting for transactions where an entity obtains services in share based payment transactions. ASC Topic 718 requires entities to measure the cost of services received in exchange equity instruments, including stock options and warrants, based on the grant date fair value of the award and to recognize it as compensation expense over the period services are to be provided, usually the vesting period.

The fair value of options is calculated using the Black-Scholes option-pricing model. This model was developed to estimate the fair value of freely tradable, fully transferable options without vesting restrictions. As such, the values derived from using that model can differ significantly from other methods of valuing the Company's share based payment arrangements. The Black-Scholes model also requires subjective assumptions, including future stock price volatility and expected time to exercise, which greatly affect the calculated values. These factors could change in the future, affecting the determination of share based payment expense in future periods.

The assumptions used in the Black Scholes models referred to above are based upon the following data: (1) the expected life of the warrant is estimated by considering the contractual term of the warrant, the vesting period and the expected exercise price. (2) The expected stock price volatility of the underlying shares over the expected term is based upon historical share price data. (3) The risk free interest rate is based on published U.S. Treasury Department interest rates for the expected terms. (4) Expected dividends are based on historical dividend data and expected future dividend activity.

Loss Per Share

Basic and diluted net income (loss) per share calculations are calculated on the basis of the weighted average number of common shares outstanding during the period. They include the dilutive effect of common stock equivalents in periods with net income.

Common stock equivalents represent the dilutive effect of the assumed conversion of convertible notes payable, using the "if converted" method, at either the beginning of the respective period presented or the date of issuance, whichever is later, and only if the common stock equivalents are considered dilutive based upon the Company's net income (loss) position at the calculation date. All common stock equivalents were considered anti-dilutive for the periods ended December 31, 2014 and 2013.

Recently issued accounting pronouncements

In June 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2014-10, Development Stage Entities (Topic 915): *Elimination of Certain Financial Reporting Requirements, Including an Amendment to Variable Interest Entities Guidance in Topic 810, Consolidation*. The amendments in this Update remove the financial statement distinction between development stage entities and other reporting entities from U.S. generally accepted accounting principles (“GAAP”). In addition, the amendments eliminate the requirements for development stage entities to: (1) present inception-to-date information in the statements of income, cash flows and shareholder equity; (2) label the financial statements as those of a development stage entity; (3) disclose a description of the development stage activities in which the entity is engaged; and (4) disclose in the first year in which the entity is no longer a development stage entity that in prior years it had been in the development stage.

For public entities, the amendments are effective for annual reporting periods beginning after December 15, 2014, and interim periods therein. Early application of each of the amendments is permitted for any annual reporting period or interim period for which the entity’s financial statements have not yet been issued. The Company has not determined the impact of the future adoption of the provisions of ASU No. 2014-10 on its consolidated financial statements.

In August 2014, the FASB issued ASU No. 2014-15, Presentation of Financial Statements – Going Concern (Subtopic 310-40): Disclosure of Uncertainties about an Entity’s Ability to continue as a Going Concern. The amendments in this Update provide guidance in GAAP about management’s responsibility to evaluate whether there is substantial doubt about an entity’s ability to continue as a going concern and to provide related footnote disclosures. In doing so, the amendments are intended to reduce diversity in the timing and content of footnote disclosures. The amendments are effective for the annual period ending after December 15, 2016, and for annual periods and interim periods thereafter. Early application is permitted. The Company has not determined the impact of the future adoption of the provisions of ASU No. 2014-15 on its consolidated financial statements.

NOTE – 3 LINES OF CREDIT– RELATED PARTIES

Line of Credit 1

During December 2007, the Company entered into a \$500,000 Line of Credit Agreement with Jasmine Investments LLC, a Wyoming corporation. The line of credit agreement bears interest at 6 percent and has no set maturity date. Accrued interest is payable in the common stock of the Company, at a 40 percent discount to market, based upon the average of the 5 lowest trading prices calculated after 20 trading days post restructuring.

Additionally, the lender shall be granted a 2-year option to purchase 50,000 common shares of the Company at the same price determined in calculating the Company’s discount to market described above. The lender has the right to terminate the agreement for any reason at any time at their discretion. Upon notification, full reimbursement of the principal and interest borrowed up to the time of termination shall be due within 30 days from the time of the notification. The line of credit agreement does not include any limitations on borrowings or any restrictive debt covenants.

As of December 31, 2014 and 2013, advances under the line of credit were approximately \$37,400 and \$37,400, respectively, and accrued interest was approximately \$14,600 and \$12,900, respectively.

Line of Credit 2

During January 2008, the Company entered into a \$500,000 Line of Credit Agreement with Network International Credit & Collections LTD, a Washington corporation. The line of credit agreement has terms similar to those outlined in the preceding paragraph.

As of December 31, 2014 and 2013, advances under the line of credit were approximately \$15,400 and \$15,400, respectively, and accrued interest was approximately \$5,800 and \$5,100, respectively.

Line of Credit 3

During August 2012, the Company entered into a \$50,000 Line of Credit Agreement with Ajene Watson, LLC, a New York limited liability company. The line of credit agreement bears interest at 10 percent and has been extended to bear a December 31, 2014 maturity date. Accrued interest is payable on an Annual basis no later than the 5th business day following the end of such quarter. Any overdue principal or interest shall bear interest at 15 percent until paid in full.

The Company can borrow, repay and re-borrow at any time during the commitment period as long as repayments take the form of cash. Payment of the advances can be made, at the Company's sole discretion, through the issuance of a new class of preferred shares, \$0.001 par value, with the following rights and preferences: 1) convertible into the Company's common shares at a rate of 5 shares of common stock for every share of preferred stock, adjusted for common stock splits, stock dividends or rights offerings by the Company, if any; 2) convertible into common stock for a period of 10 years from the date of issuance; and, 3) preferred stock will bear interest at a rate equal to the interest on the advances, which interest will accrue until such time as the preferred stock is retired or converted into the Company's common share.

Upon the occurrence of an event of default, as defined, the lender has the right to terminate the agreement. The line of credit agreement does not include any limitations on borrowings or restrictive debt covenants.

During the year ended December 31, 2014 and the year ended December 31, 2013, the Company was advanced \$0- and \$37,800, respectively, under the line of credit agreement. During the year ended December 31, 2013, the Company repaid \$5,000 of such advances.

As of December 31, 2014 and 2013, advances under the line of credit were approximately \$50,000 and \$50,000, respectively, and accrued interest was approximately \$9,200 and \$5,400, respectively

Line of Credit 4

During July 2013, the Company entered into another Line of Credit Agreement with Ajene Watson, LLC, a New York limited liability company and totaling \$75,000. The line of credit agreement has terms similar to those outlined in the preceding paragraphs except for a maturity date of December 31, 2014.

As of December 31, 2014 and 2013, advances under the line of credit and accrued interest were approximately \$67,500 and \$67,500, respectively, and accrued interest was approximately \$8,500 and \$3,400, respectively.

Line of Credit 5

During June 2013, the Company entered into a \$350,000 Line of Credit Agreement with Vera Group LLC, a South Dakota limited liability company. The line of credit agreement bears interest at 12 percent and has a November 30, 2014 maturity date. Advances under the line of credit may be repaid in whole or in part any time prior to maturity. Accrued interest is payable on a Annual basis no later than the 5th business day following the end of such quarter. Any overdue principal or interest shall bear interest at 17 percent until paid in full. The line of credit is convertible after the Maturity Date at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price over the last 50 trading days.

The number of common shares issuable upon the conversion of the note is limited to 9.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The line of credit does not automatically convert to common shares on the due date.

As of December 31, 2014 and 2013, advances under the line of credit and accrued interest were approximately \$30,000 and \$30,000, respectively, and accrued interest was approximately \$4,600 and \$1,900, respectively.

The Company has memorialized the Line of Credit Agreement dated June 25, 2013 with two convertible notes listed as Convertible Note 3 and Convertible Note 4 under Note 4 herein below.

NOTE 4 - CONVERTIBLE NOTES

Convertible Note 1

During April 2012, the Company agreed to convert accrued officer compensation to a convertible note. The convertible note agreement does not bear interest and has no fixed maturity date. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 30 percent discount to the bid market price over the last 20 trading days.

The conversion price of the convertible note is considered to be a derivative instrument and is accounted for as such (see Note 5).

The note does not automatically convert to common shares on their due dates.

During the three-month period ended March 31, 2014, the holder of the note converted \$35,000 of principal into 500,000,000 common shares.

During the three-month period ended June 30, 2014, the principal balance was reduced by a \$3,000 cash payment and the holder of the note did not convert any principal balance into common shares.

During the year ended December 31, 2014, the principal balance was not reduced and the holder of the note did not convert any principal balance into common shares.

As of December 31, 2014 and 2013, advances under the convertible note were approximately \$133,700 and \$117,500, respectively, net of \$45,200 and \$99,500 unamortized discount, respectively.

Convertible Note 2

During July 2012, the Company entered into a \$32,500 Convertible Note Agreement with Vert Capital LLC, a Florida limited liability company. The convertible note agreement bears interest at 10 percent and has a July 23, 2013 maturity date. The note may be repaid in whole or in part any time prior to maturity. Any amount of principal or interest which is not repaid when due shall bear interest at 12 percent until paid in full. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price over the last 50 trading days.

The conversion price of the convertible note is considered to be a derivative instrument and is accounted for as such (see Note 5).

The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The note does not automatically convert to common shares on their due dates. As of December 31, 2014 and 2013, advances under the convertible note were approximately \$32,500 and \$32,500, respectively, and accrued interest was \$7,300 and \$4,900, respectively.

Convertible Note 3

During July 2013, the Company entered into a \$15,000 Convertible Note Agreement with Star City Capital LLC, a New York limited liability company, pursuant to the Line of Credit Agreement with Vera Group LLC dated June 25, 2013. The convertible note agreement bears interest at 12 percent and has a no set maturity date. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price.

The conversion price of the convertible note is considered to be a derivative instrument and is accounted for as such (see Note 5).

The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The note does not automatically convert to common shares on its due date.

As of December 31, 2014 and 2013, advances under the convertible note were approximately \$15,000 and \$7,900, respectively, net of approximately \$-0- and \$7,100 unamortized discount, and accrued interest was approximately \$2,200 and \$900, respectively.

Convertible Note 4

During July 2013, the Company entered into a \$15,000 Convertible Note Agreement with Vera Group LLC, a South Dakota limited liability company, pursuant to the Line of Credit Agreement with Vera Group LLC dated June 25, 2013. The convertible note agreement bears interest at 12 percent and has no set maturity date. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price.

The conversion price of the convertible note is considered to be a derivative instrument and is accounted for as such (see Note 5).

The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The note does not automatically convert to common shares on its due date.

As of December 31, 2014 and 2013, advances under the convertible note were approximately \$15,000 and \$7,900, respectively, net of approximately \$-0- and \$7,100 unamortized discount, and accrued interest was approximately \$2,200 and \$900, respectively.

Convertible Note 5

During August 2013, the Company entered into a \$10,500 Convertible Note Agreement with Antonio O. Santos, an individual. The convertible note agreement bears interest at 18 percent and has a maturity date of December 20, 2013. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price.

As additional inducement for the Lender to enter into the agreement, the Company will (i) pledge 625 Class C Preferred Shares as collateral for any monies due under the Note, (ii) pledge 0.0025 percent of the Company's gross profits to pay any interest payments due under the Note, (iii) pledge the Company's purchase orders as collateral for any monies due under the Note, (iv) promise to pay 0.0015 percent of the Company gross profit from the Bayano Concession after the maturity date of the Note through the completion of the work on the Bayano Concession and (v) issue 28,000,000 restricted shares of the Company's common stock (Note 6).

The conversion price of the convertible note is considered to be a derivative instrument and is accounted for as such (see Note 5).

The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The note does not automatically convert to common shares on its due date.

During the three-month period ended June 30, 2014, the holder of the note received \$500 of principal reduction to fully repay the loan amount.

As of December 31, 2014 and 2013, advances under the convertible note were approximately \$-0- and

\$3,500, respectively, net of approximately \$-0- and \$7,000 unamortized discount, and accrued interest was approximately \$-0- and \$600, respectively.

Convertible Note 6

During September 2013, the Company entered into a \$25,000 Convertible Note Agreement with Vera Group LLC, a South Dakota limited liability company. The convertible note agreement bears interest at 12 percent and has no set maturity date. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price.

As additional inducement for the Lender to enter into the agreement, the Company will (i) pledge 625 Class C Preferred Shares as collateral for any monies due under the Note, (ii) pledge 0.625 percent of the Company's gross profits to pay any interest payments due under the Note, (iii) pledge the Company's purchase orders as collateral for any monies due under the Note, (iv) promise to pay 0.275 percent of the Company gross profit from the Bayano Concession after the maturity date of the Note through the completion of the work on the Bayano Concession, and (v) issue 62,500,000 restricted shares of the Company's common stock (Note 6).

The conversion price of the convertible note is considered to be a derivative instrument and is accounted for as such (see Note 5).

The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The note does not automatically convert to common shares on their due dates.

As of December 31, 2014 and 2013, advances under the convertible note were approximately \$17,700 and \$6,000, respectively, net of approximately \$7,300 and \$19,000 unamortized discount, and accrued interest was approximately \$4,300 and \$2,000, respectively.

Convertible Note 7

During October 2013, the Company entered into a \$25,000 Convertible Note Agreement with Vera Group LLC, a South Dakota limited liability company. The convertible note agreement bears interest at 18 percent and has no set maturity date. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price.

As additional inducement for the Lender to enter into the agreement, the Company will (i) pledge 625 Class C Preferred Shares as collateral for any monies due under the Note, (ii) pledge 0.625 percent of the Company's gross profits to pay any interest payments due under the Note, (iii) pledge the Company's purchase orders as collateral for any monies due under the Note, (iv) promise to pay 0.75 percent of the Company gross profit from the Bayano Concession after the maturity date of the Note through the completion of the work on the Bayano Concession, and (v) issue 62,500,000 restricted shares of the Company's common stock (Note 6).

The conversion price of the convertible note is considered to be a derivative instrument and is accounted for as such (see Note 5).

The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The note does not automatically convert to common shares on their due dates.

As of December 31, 2014 and 2013, advances under the convertible note were approximately \$17,700 and \$7,000, respectively, net of approximately \$7,300 and \$18,000 unamortized discount, and accrued interest was approximately \$4,400 and \$1,000, respectively.

Convertible Note 8

During the June 2012, the Company and the shareholder of HIRS reached an agreement whereby, the Company agreed to reimburse the shareholder of HIRS for any corporate start-up costs he incurred (\$720,859). The convertible note agreement has a set maturity date of April 23, 2015. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price. Effective July 1, 2013, the advances bear interest at 10%.

The conversion price of the convertible note is considered to be a derivative instrument and is accounted for as such (see Note 5).

The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The note does not automatically convert to common shares on their due dates.

During the three-month period ended March 31, 2014, 2014, the holders of the note converted \$37,500 of principal into 801,605,600 common shares.

During the three-month period ended June 30, 2014, the holders of the note converted \$80,000 of principal into 1,296,009,600 common shares.

During the three-month period ended September 30, 2014, the holders of the note did not convert any principal into common shares.

During the three-month period ended December 31, 2014, the holders of the note converted \$19,400 of principal and \$1,978 of accrued interest into 2,259,363 common shares.

As of December 31, 2014 and 2013, advances under the convertible note were approximately \$576,200 and \$712,100, respectively and accrued interest was \$48,500 and \$35,000, respectively.

Convertible 9

During November 2014, the Company entered into a convertible note with World Wide Strategies for \$15,000. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price. The note bears interest at 10% and has a set maturity date of November 2015.

NOTE – 5 DERIVATIVE LIABILITIES

The Company applies the accounting standard that provides guidance for determining whether an equity-linked financial feature, or embedded feature, is indexed to an entity's own stock. The standard applies to any freestanding financial instrument or embedded feature that have the characteristics of a derivative, and to any freestanding financial instruments that are potentially settled in an entity's own common stock.

During the years ended 2008 and 2014, the Company issued convertible notes with embedded conversion features to purchase common stock. Certain of the embedded conversion features result in these instruments being treated as derivatives. The estimated fair value of the debt features was determined using the probability weighted averaged expected cash flows Black Scholes Model with the closing price on original date of issuance, a conversion price based on the terms of the note, a period based on the terms of the note, risk free interest rate based on published U.S. Treasury Department interest rates for the expected terms and a volatility factor on the date of issuance are as follows:

	2014	2013
Expected life in years	2-5	2-3
Stock price volatility	100%	100%
Risk free interest rate	1.62-1.75%	0.64-0.79
Expected dividends	None	None

After a thorough analysis and review of the terms of the note, the Company has determined the appropriate method of accounting is including the entire debt as a current liability on the balance sheet, since the debt is immediately convertible at the option of the holder.

In accordance with ASC Topic 815, "Derivative and Hedging," the debt features provision (collectively, the features) contained in the terms governing the notes is not clearly and closely related to the characteristics of the notes. Accordingly, the features qualified as embedded derivative instruments at issuance and, because they do not qualify for any scope exception within ASC Topic 815, they were required by ASC Topic 815 to be accounted for separately from the debt instrument and recorded as derivative financial instruments.

Pursuant to the terms of the notes, these notes are convertible at the option of the holder, at any time on or prior to maturity. There is an additional interest rate adjustment feature; a liquidated damages clause, as well as the redemption option. The debt features represent an embedded derivative that is required to be accounted for apart from the underlying notes. At issuance of the notes, the debt features had an estimated initial fair value as follows, which was recorded as a derivative liability on the balance sheet.

In subsequent periods, if the price of the security changes, the embedded derivative financial instrument related to the debt features will be adjusted to the fair value with the corresponding charge or credit to Other Expense or Income. The estimated fair value of the debt features was determined using the probability weighted averaged expected cash flows Black Scholes Model with the closing price on original date of issuance, a conversion price based on the terms of the note, a period based on the terms of the note, and a volatility factor on the date of issuance.

The recorded value of the debt features related to the notes can fluctuate significantly based on fluctuations in the fair value of the Company's common stock, as well as in the volatility of the stock price during the term used for observation and the term remaining for the warrants.

The significant fluctuations can create significant income and expense items on the financial statements of the Company.

Because the terms of the 2008 and 2014 convertible note require such classification, the accounting rules required additional convertible notes and non-employee warrants to also be classified as liabilities, regardless of the terms of the new notes and/or warrants. This presumption has been made due to the Company no longer having the control to physical or net share settle subsequent convertible instruments because it is tainted by the terms of the notes. Were the notes to not have contained those terms or even if the transactions were not entered into, it could have altered the treatment of the other notes and the conversion features of the latter agreement may have resulted in a different accounting treatment from the liability classification. The current note, as well as any subsequent convertible notes or warrants, will be treated as derivative liabilities until all such provisions are settled.

It should be noted, that between 2013 and 2014, particular convertible notes payable have been partitioned and sold in portions to multiple third parties in a combined amount totaling in excess of \$85,000. In the majority of cases, these convertible notes payable, because they were in default, were subject to term adjustments at the note holders' request. Thus, when the convertible notes payable were purchased, the new debt holders (generally) negotiated new terms with the Company. To this end, the Company would issue new notes, referred to as "replacement notes," which more often resulted in slightly better terms. New terms reflected (i) 20 day look-backs, (ii) discounts ranging between 50% and 75% to the lowest daily trading price or bid price, (iii) price resets, and (iv) mandatory common share reserves.

Additionally, as other debt instruments defaulted, the debt holders (generally) negotiated new terms with the Company similar to those noted above.

For the year ended December 31, 2014 and 2013, the Company recorded Other Income (expense) of approximately \$(924,151,400) and (\$4,123,700), respectively, related to the derivative features of the convertible debt.

The balance of the carrying value of the derivative liability as of December 31, 2014 is as follows:

\$ 4,743,217	December 31, 2013 value of derivative liability
924,151,359	Increase in value of derivative liability
<u>\$ 928,894,576</u>	December 31, 2014 value of derivative liability

After a thorough analysis, Company management has determined that they over allotted approximately 30 billion common shares to its debt holders. This over allotment has been included in the derivative liability (total of over 55 billion shares allotted).

The balance of the carrying value of the derivative liability as of December 31, 2013 is as follows:

\$ 619,509	December 31, 2012 value of derivative liability
4,123,708	Increase in value of derivative liability
<u>\$ 4,743,217</u>	December 31, 2013 value of derivative liability

NOTE 6 – NOTES PAYABLE

Notes Payable- Related Parties

Shareholder of Hollund Industrial Robotics Inc.

During the year ended December 31, 2014 and the year ended December 31, 2013, the Company was advanced \$134,000 and \$235,700, respectively, from a shareholder of Hollund Industrial Robotics Inc. (“HIRS”). During the years ended December 31, 2014 and 2013, the Company repaid \$21,300 and \$-0-, respectively, of such advances. Effective July 1, 2013, the advances bear interest at 10 percent and have no set maturity date. As the Company anticipates repayment of such costs before after October 1, 2015, the note payable is classified as short term in the balance sheet.

As of December 31, 2014 and 2013, the Company’s unpaid advances were approximately \$449,000 and \$280,000, respectively, and accrued interest was \$44,900 and \$25,000, respectively.

Former Company Officer

On August 19, 2013, the Company entered into a Loan Agreement with a former Company officer, totaling \$5,000. The loan agreement bears interest at 20 percent and is due on August 27, 2013. As of December 31, 2014 and 2013, the Company’s unpaid note payable and accrued interest balances were approximately \$5,000 and \$1,300, respectively.

Company Shareholders

During September 2013, the Company was loaned \$5,000 by a shareholder. As of December 31, 2014, the terms of the loan had not been finalized.

NOTE – 7 STOCKHOLDERS EQUITY

Share Based Payments

As previously noted in Note 2, the Company adopted ASC Topic 718 which establishes standards for the accounting of transactions in which an entity exchanges its equity instruments for goods or services, primarily focusing on accounting for transactions where an entity obtains services in share based payment transactions. ASC Topic 718 requires a public entity to measure the cost of services received in exchange for an award of equity instruments, including stock warrants, based on the grant date fair value of the award and to recognize it as compensation expense over the period required to provide service in exchange for the award, usually the vesting period.

Stock based compensation expense recognized during the years ended December 31, 2014 and 2013 are based on the value of the portion of share based payment awards that are ultimately expected to vest during the period. As stock based compensation expense recognized in the statement of operations for 2014 and 2013 has been based on awards currently vested, it was not necessary to reduce compensation expense for estimated forfeitures. ASC 718 requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates.

ASC Topic 718 requires the cash flows resulting from the tax benefits resulting from tax deductions in excess of the compensation cost recognized for those warrants to be classified as financing cash flows. Due to the Company's loss position, there were no such tax benefits during the twelve-month periods ended December 31, 2014 and 2013. The fair value of stock based awards is calculated using the Black Scholes option pricing model, even though this model was developed to estimate the fair value of freely tradable, fully transferable options without vesting restrictions, which differ significantly from the Company's stock awards. The Black Scholes model also requires subjective assumptions, including future stock price volatility and expected time to exercise, which greatly affect the calculated values. The risk free rate selected to value any particular grant is based on the United States Treasury's T-bill rate. The expected volatility is based on the historical volatility of the Company's stock price. These factors could change in the future, affecting the determination of stock based compensation expense in future periods.

The weighted average fair value of stock based compensation is based on the single option valuation approach. Forfeitures are estimated and it is assumed no dividends will be declared. The estimated fair value of stock based compensation awards are amortized using the straight-line method over the vesting period of the restricted common shares; as such method is consistent with the consultant's contractual obligation.

The Company's fair value calculations for stock based compensation awards for the years ended December 31, 2014 and 2013 were based on the following assumptions:

	2014	2013
Expected life in years	1 - 2	1 - 2
Stock price volatility	173-223%	1095-1175%
Risk free interest rate	1.62-1.75%	6.5%
Expected dividends	None	None

The following table summarizes stock based compensation, consulting and interest costs related to common shares under ASC 718 for the three- and twelve-month periods ended December 31, 2014 and the twelve-months ended December 31, 2013 as follows:

	Three months ended 2014	Twelve months ended 2014	Twelve months ended 2013
Officer compensation	\$ --	\$ 105,000	\$ --
Professional fees	--	462,721	--
Interest	110,262	523,143	12,500
Total stock based compensation	\$ 110,262	\$ 1,090,864	\$ 12,500

Common Shares

The holders of Common Stock have one vote per share on all matters (including election of Directors) without provisions for cumulative voting. The Common Stock is not redeemable and has no conversion or preemptive rights.

In the event of liquidation of the Company, the holders of Common Stock will share equally in any balance of the Company's assets available for distribution to them after satisfaction of creditors and the holders of the Company's preferred securities. The Company may pay dividends, in cash or in securities or other property, when and as declared by the Board of Directors from assets legally available. To date, the Company has not declared or paid dividends on its Common Stock.

Stock Issued

During the three-month period ended March 2013, the holders of the Class C preferred shares converted 1,109 shares into 1,109,000,000 common shares.

During the three-month period ended June 2013, the Company and the consultant decided to cancel a portion of the agreement due to nonperformance of services and the consultant surrendered 400,000,000 shares back to the Company. The estimated value of the surrendered shares of approximately \$800 was recorded as a reduction in consulting expense.

During the three-month period ended September 2013, the holders of the Class C preferred shares converted 3,921 shares into 3,921,000,000 common shares.

On September 24, 2013, the Company's Board of Directors voted to increase the number of shares of authorized common stock from 10,000,000,000 to 20,000,000,000.

During the three-month period ended September 2013, the Company authorized to issue 125,000,000 common shares for additional interest on certain convertible notes valued at approximately \$12,500 (Note 4). All shares of stock are fully vested upon issuance. The values recorded were based on the estimated fair value of the stock on the date of grant.

During the three-month period ended September 2013, the holders of the Class C preferred shares converted 1,867 shares into 1,867,000,000 common shares.

Also during the three-month period ended September 2013, the Company cancelled 1,328,300,000 shares of capital stock which the Company put in treasury and then cancelled as of September 30, 2013.

During the three-month period ended December 2013, the holders of the Class C preferred shares converted 2,320 shares into 2,320,000,000 common shares.

On March 7, 2014, the Company's Board of Directors voted to increase the number of shares of authorized common stock from 20,000,000,000 to 25,000,000,000.

During February 2014, the Company entered into a Consulting Agreement with The Industrial Hemp and Medical Marijuana Consulting Company, Inc., a Nevada Corporation. As the restricted common stock was issued at below the Company's market price at date of grant (\$0.0003), the Company recorded consulting expense relating to the estimated value of these shares of approximately \$402,700.

During February 2014, the Company entered into a Consulting Agreement with Frank Van Vranken. As the restricted common stock was issued at below the Company's market price at date of grant (\$0.0002), the Company recorded consulting expense relating to the estimated value of these shares of approximately \$20,000.

During February 2014, the Company entered into a Consulting Agreement with Tony Fernandez. As the restricted common stock was issued at below the Company's market price at date of grant (\$0.0002), the Company recorded consulting expense relating to the estimated value of these shares of approximately \$20,000.

During February 2014, the Company entered into a Consulting Agreement with Michael Lacy. As the restricted common stock was issued at below the Company's market price at date of grant (\$0.0002), the Company recorded consulting expense relating to the estimated value of these shares of approximately \$20,000.

During April 2014, the Company awarded one of its officers 350,000,000 shares of restricted stock for his commitment to manage the Bayano Lake Reservoir underwater timber recovery project in Panama. As the restricted common stock was issued at below the Company's market price at date of grant (\$0.0003), the Company recorded officer compensation expense relating to the estimated value of these shares of approximately \$105,000. As of December 31, 2014, the shares had not been issued to the officer and are recorded as a stock liability.

During the three-month period ended March 31, 2014, the holder of the convertible note #1 (Note 4) converted \$35,000 of principal into 500,000,000 common shares.

During the three-month period ended March 31, 2014, the holders of the convertible note #8 (note 4) converted \$37,500 of principal into 801,605,600 common shares. As the restricted common stock was issued at below the Company's market price (\$0.0003), the Company recorded interest expense relating to the estimated value of these shares of approximately \$120,200.

During the year ended December 31, 2014, the holders of the convertible note #8 (note 4) converted \$80,000 of principal into 1,296,009,600 common shares. As the restricted common stock was issued at below the Company's market price (\$0.0001), the Company recorded interest expense relating to the estimated value of these shares of approximately \$129,600.

During the three-month period ended March 31, 2014, the Company sold 300,000,000 common shares for \$1,050.

During the three-month period ended June 30, 2014, the Company sold 100,000,000 common shares for \$350. The holder of the shares remitted payment during July 2014.

During the three-month period ended March 2014, the holders of the Class C preferred shares converted 12,122 shares into 12,122,000,000 common shares.

During the three-month period ended June 30, 2014, the holders of the Class C preferred shares converted 2,299 shares into 2,299,000,000 common shares.

During the three-month period ended September 30, 2014, the holders of the Class C preferred shares converted 210 shares into 210,000,000 common shares.

During the three-month period ended December 31, 2014, the holders of the Class C preferred shares converted 210 shares into 210,000,000 common shares.

During August 2014, stockholders holding a majority of the voting power of the outstanding voting stock of the Company, as well as the Company's Board of Directors, acted by written consent to approve an amendment to the Company's Articles of Incorporation dated August 1, 2014 to effect a reverse stock split of the Company's common stock by a ratio of one-to-five thousand (1:5000). The Financial Industry Regulatory Authority ("FINRA") effectuated the reverse stock split effective September 8, 2014.

After a thorough analysis, Company management has determined that they over allotted approximately 30 billion common shares to its debt holders. This over allotment has been included in the derivative liability (total of over 57 billion shares allotted).

As of December 31, 2014 and 2013, there were 10,399,933 and 11,803,041,272 shares issued and outstanding, respectively.

Preferred Shares

Class A

The Company has authorized 2,000,000 preferred shares at a par value of \$0.001 per share.

If at least one share of Series A Preferred Stock is issued and outstanding, then the total aggregate issued shares of Series A Preferred Stock at any given time, regardless of their number, shall be convertible into the number of shares of Common Stock which equals 75% of the total number of shares of Common Stock which are issued and outstanding at the time of conversion.

Shares of Preferred Stock may only be issued in exchange for the partial or full retirement of debt held by Management, employees, consultants, or those creditors that are designated, as voted upon by a majority of the Board of Directors, to receive Series A Preferred Stock. The number of Shares of Preferred Stock to be issued to each qualified person (number of Management, employee, consultant or creditor of the company) holding a Note shall be determined by the following formula: number of U.S. dollars = number of shares of Series A of debt retired Preferred Stock to be issued (E.g.: US\$1 of debt retired = 1 share of Series A Preferred Stock) If at least one share of Series A Preferred Stock is issued and outstanding, then the total aggregate issued shares of Series A Preferred Stock at any given time, regardless of their number, shall have voting rights equal to 75% of the total number of shares of Common Stock issued and outstanding at the time of any vote of shareholders, divided by the number of shares of Series A Preferred Shares, which are issued and outstanding at the time of the vote.

During September 2013, the Company authorized to issue one share of Series A Preferred Stock to each of its officers for \$100 per share payable in 120 days after issuance of the stock. As of the date of this financial statement, the Company has not received payment for stock and amount is included in stock receivable.

As of December 31, 2014 and 2013, there were 2 and 2 shares issued and outstanding, respectively. The officers have not yet remitted payment for the shares.

Class B

The Company has authorized 10,000,000 preferred shares at a par value of \$0.001 per share.

The holders of Series B Preferred Stock shall be entitled to receive dividends when, as and if declared by the Board of Directors, in its sole discretion. As of December 31, 2014, no dividends have been declared.

Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, before any distribution or payment shall be made to the holders of any stock ranking junior to the Series B Preferred Stock, the holders of the Series B Preferred Stock shall be entitled to be paid out of the assets of the Corporation an amount equal to \$1.00 per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) (the "Preference Value"), plus all declared but unpaid dividends, for each share of Series B Preferred Stock held by them. After the payment of the full applicable Preference Value of each share of the Series B Preferred Stock, as set forth herein, the remaining assets of the Corporation legally available for distribution, if any, shall be distributed ratably to the holders of the Corporation's Common Stock.

Each share of Series B Preferred Stock shall be convertible, at any time, and/or from time to time, into the number of shares of the Corporation's common stock, par value \$0.000001 per share (the "Common Stock") equal to the price of the Series B Preferred Stock as stated, divided by the par value of the Common Stock, subject to adjustment as may be determined by the Board of Directors from time to time (the "Conversion Rate"). For example, assuming a \$2 price per share of Series B Preferred Stock, and a par value of \$0.000001 per share for Common Stock, each share of Series B Preferred Stock would be convertible into 2,000,000 shares of Common Stock. Such conversion shall be deemed to be effective on the business day (the "Conversion Date") following the receipt by the Corporation of written notice from the holder of the Series B Preferred Stock of the holders intention to convert the shares of Series B Stock, together with the holders stock certificate or certificates evidencing the Series B Preferred Stock to be converted.

Promptly after the Conversion Date, the Corporation shall issue and deliver to such holder a certificate or certificates for the number of full shares of Common Stock issuable to the holder pursuant to the holder's conversion of Series B Preferred Shares in accordance with the provisions of this Section. The stock certificate(s) evidencing the Common Stock shall be issued with a restrictive legend indicating that it was

issued in a transaction exempt from registration under the Securities Act of 1933, as amended {the “Securities Act”), and that it cannot be transferred unless it is so registered, or an exemption from registration is available, in the opinion of counsel to the Corporation. The Common Stock shall be issued in the same name as the person who is the holder of the Series B Preferred Stock unless, in the opinion of counsel to the Corporation, such transfer can be made in compliance with applicable securities laws. The person in whose name the certificate(s) of Common Stock are so registered shall be treated as a holder of shares of Common Stock of the Corporation on the date the Common Stock certificate(s) are so issued.

All shares of Common Stock delivered upon conversion of the Series B Preferred Shares as provided herein shall be duly and validly issued and fully paid and non-assessable. Effective as of the Conversion Date, such converted Series B Preferred Shares shall no longer be deemed to be outstanding and all rights of the holder with respect to such shares shall immediately terminate except the right to receive the shares of Common Stock issuable upon such conversion.

The Corporation covenants that it will at all times reserve and keep available out of its authorized but unissued shares of Common Stock, for the purpose of effecting conversions of the Series B Preferred Stock, the full number of shares of Common Stock deliverable upon the conversion of all outstanding shares of the Series B Preferred Stock not converted. For purposes of this Section, the number of shares of Common Stock that shall be deliverable upon the conversion of all outstanding shares of the Series B Preferred Stock shall be computed as if at the time of computation a single holder held all the outstanding shares.

Shares of Series B Preferred Stock are anti-dilutive to reverse splits, and therefore in the case of a reverse split, are convertible to the number of Common Shares after the reverse split as would have been equal to the ratio established prior to the reverse split. Shares of Series B Preferred Stock, however, would participate in forward splits, and may not be diluted by a reverse split following a forward split

Each share of Series B Preferred Stock shall have one vote for any election or other vote placed before the shareholders of the Company.

The initial price of each share of Series B Preferred Stock shall be \$2.00.

The price of each share of Series B Preferred Stock may be changed either through a majority vote of the Board of Directors through a resolution at a meeting of the Board, or through a resolution passed at an Action Without Meeting of the unanimous Board, until such time as a listed secondary and/or listed public market develops for the Shares.

Shares of Series B Preferred Stock may not be converted into shares of Common Stock for a period of a) six (6) months after purchase, if the Company voluntarily or involuntarily files public reports pursuant to Section 12 or 15 of the Securities Exchange Act of 1934; or b) twelve (12) months if the Company does not file such public reports.

As of December 31, 2014 and 2013, there were -0- and -0- shares issued and outstanding, respectively.

Class C

During April 2011, the Company authorized 10,000,000 preferred shares at a par value of \$0.000001 per share.

The holders of Series C Preferred Stock shall be entitled to receive dividends when, as and if declared by the Board of Directors, in its sole discretion. As of December 31, 2014, no dividends have been declared.

Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, before any distribution or payment shall be made to the holders of any stock ranking junior to the Series B Preferred Stock, the holders of the Series B Preferred Stock shall be entitled to be paid out of the assets of the Corporation an amount equal to \$1.00 per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) (the “Preference Value”), plus all declared but unpaid dividends, for each share of Series B Preferred Stock held by them. After the

payment of the full applicable Preference Value of each share of the Series B Preferred Stock, as set forth herein, the remaining assets of the Corporation legally available for distribution, if any, shall be distributed ratably to the holders of the Corporation's Common Stock.

Each share of Series C Preferred Stock shall be convertible, at any time, and/or from time to time, into the number of shares of the Corporation's common stock, par value \$0.000001 per share (the "Common Stock") equal to the price of the Series C Preferred Stock as stated, divided by the par value of the Common Stock, subject to adjustment as may be determined by the Board of Directors from time to time (the "Conversion Rate"). For example, assuming a \$2 price per share of Series C Preferred Stock, and a par value of \$0.000001 per share for Common Stock, each share of Series C Preferred Stock would be convertible into 2,000,000 shares of Common Stock. Such conversion shall be deemed to be effective on the business day (the "Conversion Date") following the receipt by the Corporation of written notice from the holder of the Series B Preferred Stock of the holder's intention to convert the shares of Series C Stock, together with the holder's stock certificate or certificates evidencing the Series C Preferred Stock to be converted.

Promptly after the Conversion Date, the Corporation shall issue and deliver to such holder a certificate or certificates for the number of full shares of Common Stock issuable to the holder pursuant to the holder's conversion of Series C Preferred Shares in accordance with the provisions of this Section. The stock certificate(s) evidencing the Common Stock shall be issued with a restrictive legend indicating that it was issued in a transaction exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), and that it cannot be transferred unless it is so registered, or an exemption from registration is available, in the opinion of counsel to the Corporation. The Common Stock shall be issued in the same name as the person who is the holder of the Series C Preferred Stock unless, in the opinion of counsel to the Corporation, such transfer can be made in compliance with applicable securities laws. The person in whose name the certificate(s) of Common Stock are so registered shall be treated as a holder of shares of Common Stock of the Corporation on the date the Common Stock certificate(s) are so issued.

All shares of Common Stock delivered upon conversion of the Series C Preferred Shares as provided herein shall be duly and validly issued and fully paid and non-assessable. Effective as of the Conversion Date, such converted Series C Preferred Shares shall no longer be deemed to be outstanding and all rights of the holder with respect to such shares shall immediately terminate except the right to receive the shares of Common Stock issuable upon such conversion.

The Corporation covenants that it will at all times reserve and keep available out of its authorized but unissued shares of Common Stock, for the purpose of effecting conversions of the Series C Preferred Stock, the full number of shares of Common Stock deliverable upon the conversion of all outstanding shares of the Series C Preferred Stock not converted. For purposes of this Section, the number of shares of Common Stock that shall be deliverable upon the conversion of all outstanding shares of the Series C Preferred Stock shall be computed as if at the time of computation a single holder held all the outstanding shares.

Shares of Series C Preferred Stock are anti-dilutive to reverse splits, and therefore in the case of a reverse split, are convertible to the number of Common Shares after the reverse split as would have been equal to the ratio established in Section 11.4 (a) prior to the reverse split. Shares of Series B Preferred Stock, however, would participate in forward splits, and may not be diluted by a reverse split following a forward split

Each share of Series C Preferred Stock shall have one vote for any election or other vote placed before the shareholders of the Company.

The initial price of each share of Series C Preferred Stock shall be \$2.00.

The price of each share of Series C Preferred Stock may be changed either through a majority vote of the Board of Directors through a resolution at a meeting of the Board, or through a resolution passed at an Action Without Meeting of the unanimous Board, until such time as a listed secondary and/or listed public market develops for the Shares.

Shares of Series C Preferred Stock may not be converted into shares of Common Stock for a period of a) six (6) months after purchase, if the Company voluntarily or involuntarily files public reports pursuant to Section 12 or 15 of the Securities Exchange Act of 1934; or b) twelve (12) months if the Company does not file such public reports.

During the three-month period ended March 2013, the holders of the Class C preferred shares converted 1,909 shares into 1,909,000,000 common shares.

During the three-month period ended September 2013, the holders of the Class C preferred shares converted 3,521 shares into 3,521,000,000 common shares.

During the three-month period ended September 2013, the holders of the Class C preferred shares converted 1,867 shares into 1,867,000,000 common shares.

During the three-month period ended December 2013, the holders of the Class C preferred shares converted 2,320 shares into 2,320,000,000 common shares.

During January 2014, the Company announced that it had reached an amicable agreement with its largest Preferred C shareholder to irrevocably eliminate 99.5 percent of his holdings. In order to reach this agreement and have the Shareholder cancel 99.5% of his Shares, the Company agreed in exchange to cancel the MOU between the parties relinquishing the Worldwide Exclusive license agreement. Subsequently, the Shareholder then granted the Company the First Right of Refusal or First Rights to market, sell, make, have made, use, maintain, manage and operate the Tiger-Lynk solely where it applies to the recovery of timber from underwater environments whether man-made or otherwise. As a result of this transaction, 653,363 Class C preferred shares were cancelled.

During the three-month period ended March 2014, the holders of the Class C preferred shares converted 12,122 shares into 12,122,000,000 common shares.

During the three-month period ended June 30, 2014, the holders of the Class C preferred shares converted 2,299 shares into 2,299,000,000 common shares.

During the three-month period ended September 2014, the holders of the Class C preferred shares converted 210 shares into 210,000,000 common shares.

During the three-month period ended December 2014, the holders of the Class C preferred shares converted 210 shares into 210,000,000 common shares.

During the year ended December 31, 2014, the Company sold 12 Class C preferred shares for \$3,000.

As of December 31, 2014 and 2013, there were 26,082 and 687,994 shares issued and outstanding, respectively.

NOTE 8 – RELATED PARTY TRANSACTIONS

Subscriptions Receivable

During September 2013, the Company authorized to issue one share of Series A Preferred Stock to each of its officers for \$100 per share payable in 120 days after issuance of the stock. As of the date of this financial statement, the Company has not received payment for stock and amount is included in stock receivable.

Office space

The Company operates out of space offered without charge by the directors of the Company, and therefore does not currently pay any lease for office space.

NOTE - 9 COMMITMENTS AND CONTINGENCIES

Officer Employment Agreements

During the quarter ended December 31, 2012, the Company entered into employment agreements for past and future services with its officers or directors containing the following terms: duration from December 15, 2012 through December 15, 2014 with the term of the agreement automatically renewing for an additional one year unless either party notifies the other of its desire not to renew; annual salary of \$36,000, \$48,000 and \$60,000 for the first, second and third years, respectively, however, such payments shall be deferred until the Company receives sufficient financing in the Board's sole discretion after the effective date of the agreement; stock signing bonus of 25,000,000 restricted common shares with 9,000,000 restricted shares upon the execution of the agreement and the remaining shares vesting in eight equal quarterly installments of 2,000,000 shares each.

During April 2014, the Company awarded one of its officers 350,000,000 shares of restricted stock for his commitment to manage the Bayano Lake Reservoir underwater timber recovery project in Panama. As the restricted common stock was issued at below the Company's market price at date of grant (\$0.0003), the Company recorded officer compensation expense relating to the estimated value of these shares of approximately \$105,000. Additionally, the officer's annual salary was increased to \$120,000.

Consulting Agreements

The Industrial Hemp and Medical Marijuana Consulting Company, Inc. (IHMMCC)

During February 2014, in connection with the Consulting Services Agreement entered into with The Industrial Hemp and Medical Marijuana Consulting Company, Inc. (Note 7), the Company agreed to pay the following additional fees over the three year term of the agreement-

- Monthly cash compensation of \$5,000 (\$60,000 annually)
- Annual cash compensation of \$200,000 in year one and \$400,000 in each of both years two and three commencing June 1, 2014

As of December 31, 2014, the Company's unpaid consulting fees were approximately \$430,000.

If the Annual cash compensation is not paid when due, the Company shall issue IHMMCC shares of the Company's common stock in an amount equal to the Annual cash compensation due, discounted by 50% of the closing market price on the same date the Annual compensation is due and payable.

At the end of the three year agreement and upon renewal, the Company shall pay to IHMMCC additional stock compensation of ten percent of the issued and outstanding shares of the Company common stock at the time of renewal.

If the agreement is terminated by the Company, all fees owed IHMMCC by the Company remain due and payable for the remainder of the current year of the agreement.

Mindful of the aforementioned, while the purpose of this arrangement with IHMMCC was to explore the possibilities of incorporating the cultivation of organic hemp in aquaponics systems, as a means to apply new aquaculture and biodynamic farming practices, it was soon discovered that this was not a plausible idea. The Company has since began seeking to amenably unwind its agreement with this consultant on the grounds that, (a) this contemplated model would not enhance the sustainability and profitability of the Company's underwater timber recovery projects, and, (b) it became apparent that IHMMCC was not suited to provide the Company with ongoing consultation in this area.

Other Consulting Agreements

During May, 2013, the Company entered into a Consulting Agreement with Marcelo Kochen to provide consulting services in connection with the Lake Bayano project. The Company agreed to pay the following fees over the term of the agreement-

- As a retainer, the Company will issue to Mr. Kochen 2½ percent of the then issued and outstanding common shares.
- Monthly base compensation of \$10,000 (\$120,000 annually). If the Company is unable to pay monthly base compensation, such payments can be converted into the Company's common stock at a rate of 0.17 percent (83 percent discount), however, the amount of the shares shall be equal to or greater than \$10,000
- Discretionary bonuses as may be awarded by the Company's Board of Directors
- Development compensation as various equity or revenue milestones are achieved

The term of the agreement is for 2 years and shall automatically renew for an additional 2 years unless either party notifies the other in writing that it does not desire to renew the agreement 30 days before the then current term of the agreement expires.

If the agreement is terminated by the Company, all fees owed Mr. Kochen by the Company remain due and payable for the remainder of the current year of the agreement. As of the date of this filing, the agreement has not been terminated by either party.

During October 2013, the Company and Mr. Kochen amended the terms of the agreement as follows-

- The Company would issue Mr. Kochen 1 percent of the then issued and outstanding common shares (instead of 2½ percent)
- Any amount of monthly compensation which is not paid when due shall bear interest at 12 percent until paid in full
- Unpaid monthly compensation shall no longer be converted into the Company's common stock at a rate of 0.17 percent (83 percent discount)

As of December 31, 2014, the Company's unpaid consulting fees were approximately \$220,000.

During February 2014, in connection with the Consulting Services Agreements entered into with Frank Van Vranken, Tony Fernandez and Michael Lacy (Note 7), the Company agreed to pay each individual a monthly cash compensation amount of \$5,000 over the term of the one year agreement.

As of December 31, 2014, the Company's unpaid consulting fees were approximately \$120,000.

If the monthly cash compensation cannot be paid to the Consultants within 30 days of the payment date, the Company shall take the appropriate steps to convert the owing amount into a convertible note.

If the agreement is terminated, all fees owed for services previously performed by the Consultant remain due and payable.

During August 2014, the Company entered into a \$50,000 Consulting Agreement with Lon Frank to provide consulting services. As of December 31, 2014, unpaid consulting fees were approximately \$20,000.

Contingencies

On July 2, 2013, the Company entered into a Securities Purchase Agreement with Starcity Capital, LLC ("Starcity") for \$15,000 which subsequently resulted in the Company issuing on the same date, a Convertible Promissory Note ("Note"), of equal amount (see Note 4 Convertible Note 3). During 2014, the Company fell into default on the Starcity Note, to which, on December 11, 2014, Starcity entered a Summary Judgment in Lieu of Complaint ("Judgment"), to collect on the Note (inclusive of accrued interest and penalties due by the Company). On April 23, 2015, the Company and Starcity entered into a Settlement Agreement and Mutual General Release ("Settlement"), whereby the Company would be relieved of the Starcity Judgment, so long as the Company remained compliant with the terms of the Settlement. The Settlement called for the Company to deliver to Starcity (i) \$42,860 due and payable on October 23, 2015, and , (ii) \$71,440, plus 15 percent annual interest, due and payable on October 23, 2015 – both convertible into shares of the Company. As security for repayment, the Company granted Starcity 1,500,000,000 shares of the Company's common stock. To date, the Company is in a technical

default with the creditor and is actively seeking to resolve. Nevertheless, the Company fully complies with Starcity's right and ability to convert these debts into the common equity of the Company in compliance with the U.S. Securities and Exchange Commission's Rule 144.

In the opinion of management, there are no other legal proceedings pending or threatened, or judgments entered against the Company or any of our directors or officers in their capacity as such requiring recognition or disclosure as a loss contingency.

NOTE 10 – SUBSEQUENT EVENTS

The Company evaluated all events and transactions that occurred from the balance sheet date of December 31, 2014 through the financial statements issue date. During this period, except as noted below, there were no events or transactions occurring which require recognition or disclosure in the financial statements.

During March 2015, the Company issued into the Director's Compensation Holding Account a total of 147,631,250, shares of the Company's restricted common stock. The shares will be used to reduce the 350,000,000 shares of restricted stock awarded to one of the Company's officers for his commitment to manage the Bayano Lake Reservoir underwater timber recovery project in Panama (Note 9).

During April 2015, the Company entered into an Equity Enhancement Facility Agreement in the amount of Five Million (\$5,000,000) Dollars, with Atlas Long-Term Growth Fund, LLC. The Company is required to become fully reporting prior to receiving any capital from this finance facility.

On April 10, 2015, the Company issued a \$100,000, eight (8%) percent convertible promissory note to the benefit of Atlas Long Term Growth Fund.

On June 25, 2015, the Company issued a \$50,000, eight (8%) percent convertible promissory note to the benefit of Atlas Long Term Growth Fund.

During June 2015, Mr. Lonnie Hayward, owner of Hollund Industrial Robotics Inc. and the Tiger-Lynk technology, and the Company entered into a Compensation Agreement whereby the Company acknowledged it used the knowledge and capabilities of the Tiger-Lynk technology in order to secure the Lake Bayano Project (Note 1) and to bid on other similar projects in Paraguay, Ghana, Giana, Guatemala, and others. As compensation the Company agreed to remit \$500,000 comprised of \$400,000 (cash) and \$100,000 (common shares of the Company).

On July 14, 2015, the Company successfully completed an extensive review process whereby it has become a registered preferred contractor and service provider for one of the world's largest Hydroelectric Authorities.

During the third quarter of 2015, the Company began contemplations regarding adjustments to the board of directors and the executive staff. The following events occurred inside of the 3rd Quarter and 4th Quarter:

- In September of 2015, Peter Meier resigned as President of the Company
- In September of 2015, the board of directors elected Lonnie Hayward to be the Chairman of the Board.
- In September of 2015, Lonnie Hayward was elected as the Company's Chairman & CEO
- In October of 2015, Sheldon Romain resigned from the board of directors.
- In October of 2015, Sheldon Romain was elected as the Company's Vice President

During August 2014, the Company entered into a \$50,000 Consulting Agreement with Mr. Lon Frank to provide consulting services. As of December 31, 2014, unpaid consulting fees were approximately \$20,000 (Note 9). During August 2015, the Mr. Frank and the Company entered into a Memorandum Termination Agreement whereby any monies owing to Mr. Frank would be cancelled.

Effective September 4, 2015, Mr. Lonnie Hayward has been appointed Chairman and Chief Executive

Officer of the Company. Mr. Hayward has an extensive background in public markets and has been a director, board member and consultant for many public companies. He also has a background in the areas of heavy equipment operations, and underwater wood harvesting. He is the owner of Hollund Industrial Robotics Inc. and the Tiger-Lynk technology, a patented technology that was designed by John Deere / Hitachi for the purpose of harvesting underwater timber. As of December 31, 2014, the Company's unpaid fees were \$500,000.

During February 2014, in connection with the Consulting Services Agreements entered into with Frank Van Vranken, Tony Fernandez and Michael Lacy (Notes 7 and 9), the Company agreed to pay each individual a monthly cash compensation amount of \$5,000 over the term of the one year agreement. As of December 31, 2014, the Company's unpaid consulting fees were approximately \$120,000. On September 19, 2015, Messrs. Van Vranken, Fernandez and Lacy entered into a Mutual Cancellation of Contract with the Company whereby any monies owing would be cancelled and any shares issued to the individuals would be returned to the Company within 30 days

During October 2010, the Company entered into a Consulting Agreement with Dave Perry to provide certain consulting services in exchange for 2,500 Preferred B shares of the Company. During May 2011, the 2,500 Preferred B shares were returned to the Company and cancelled in exchange for a \$25,000 note payable from the Company to Mr. Perry. During October 2015, the Mr. Perry and the Company entered into a Mutual Cancellation of Contract whereby any monies owing to Mr. Perry would be cancelled.

During October 2010, the Company entered into a Consulting Agreement with Doug Ware to provide certain consulting services in exchange for 2,500 Preferred B shares of the Company. During May 2011, the 2,500 Preferred B shares were returned to the Company and cancelled in exchange for a \$25,000 note payable from the Company to Mr. Ware. During October 2015, the Mr. Ware and the Company entered into a Mutual Cancellation of Contract whereby any monies owing to Mr. Ware would be cancelled.

During 2015, the holders of a note converted \$60,000 of principal into 41,600,000 common shares.

During 2015, the holders of a Class C preferred stock converted 256 shares into 256,000,000 common shares.

During 2015, the Company reserved approximately 14,542,482,000 common shares effectuated by note holders at the Company's Transfer Agent.

[end of report]