

**Company Information and Disclosure Statement**

**August 22, 2010**

**Hi Score Corporation**

**OTCPK: HSCO**

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## **Section One: Issuers' Initial Disclosure Obligations**

### **EXPLANATORY NOTE**

Hi Score Corporation referred to herein as “us”, “we” or “our” is filing this Information and Disclosure Statement to update and amend our previous Information and Disclosure Statements filed on May 18, 2010 for the period ended March 31, 2010, and March 31, 2010, for the period ended December 31, 2009, and our Initial Disclosure Statement of October 29, 2009, filed on October 30, 2009, in order to provide you with material information relating to our business, operating history, corporate history, management and other matters. Management cautions you that this Information and Disclosure Statement is based upon documents and information available to present management.

We have had multiple changes of our voting control and our present management does not have all documents that may be required to make certain disclosures concerning our corporate history. Our inability to obtain these documents should be considered by you when reviewing the disclosure in this Information and Disclosure Statement.

This disclosure in this information statement contains forward-looking statements, made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 that involve risks and uncertainties. All statements regarding future events, our future financial performance and operating results, our corporate history, business strategy and our financing plans are forward-looking statements. In many cases, you can identify forward-looking statements by terminology, such as "may," "should," "expects," "intends," "plans," "anticipates," "believes," "estimates," "predicts," "potential," or "continue" or the negative of such terms and other comparable terminology. These statements are only predictions. Known and unknown risks, uncertainties and other factors could cause our actual results to differ materially from those projected in any forward-looking statements. In evaluating these statements, you should specifically consider various factors, including, we may not have all records related to matters pertaining to the offer and sale of our securities.

## **Part A General Company Information**

### **Item I. The Issuer and its Predecessor**

We have had two predecessors in the prior five years.

We were known as E-Video TV, Inc., a Delaware Corporation from August 4, 1999, until March 8, 2008, when we changed our name to Hi Score Corporation. We then changed our domicile to the state of Florida on July 1, 2010, and continue to exist as Hi Score Corporation, a now Florida corporation.

On October 21, 2009 acquired Green LED Technology, a Florida corporation and Green LED Technology became our wholly owned subsidiary.

**Item II. Principal Executive Offices**

Our executive offices are located at 1909 Tigertail Blvd., Dania Beach, Florida 33004. Our telephone number is (954) 922-5740 and our fax number is (954) 922-5742. Our website address is: [www.greenledsolutions.com](http://www.greenledsolutions.com).

Michael Zoyes, our President and director, is the person responsible for our investor relations and may be contacted at our executive office set forth above.

**Item III. The Date and Jurisdiction of our Incorporation**

We were originally incorporated in the State of Delaware on July 25, 1997. On July 1, 2010, we reincorporated in the state of Florida where our operations are conducted and chief executive offices are located.

**Part B Share Structure**

**Item IV. Title and Class of Securities Outstanding.**

We have two classes of securities outstanding. These are common and preferred. Our common stock is quoted on the "Pink Sheets" electronic quotation system under the trading symbol HSCO. CUSIP Number is 428397 20 2.

Our Articles of Incorporation authorize us to issue up to 490,000,000 common shares and 10,000,000 preferred shares. Our preferred stock is not quoted or traded by or on any exchange, listing or quotation service.

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

**A. Par Value.**

The par value of our common stock is 0.0001, and the par value of our preferred stock is 0.0001.

**B. Common and Preferred Stock.**

**THE DESCRIPTION OF OUR COMMON AND PREFERRED SHARES BELOW IS QUALIFIED BY OUR ARTICLES OF INCORPORATION, BYLAWS AND THE CERTIFICATE OF DESIGNATION OF OUR PREFERRED SHARES WHICH ARE INCORPORATED HERE IN BY REFERENCE AND FILED AS EXHIBITS XVII (i) (ii) AND (iii) OF PART F THIS INFORMATION AND DISCLOSURE STATEMENT.**

**Common Stock.**

**1. Dividend, Voting and Preemption Rights of our common stock.**

All of our outstanding common shares are validly issued, fully paid and non-assessable. Each share of our common stock entitles the holder to one (1) vote, either in person or by proxy, at meetings of shareholders. In all matters, the affirmative vote of the majority of the shares represented at the meeting of common shareholders and entitled to vote on the subject matter shall be the act of the shareholders. Holders of our common stock have no pre-emptive rights, no conversion rights, no cumulative voting, and there are no redemption provisions.

Subject to the rights of our preferred shareholders, the holders of our common stock are entitled to receive ratably such dividends, if any, as may be declared by the Board of Directors out of funds legally available. Any future disposition of dividends will be at the discretion of our Board of Directors and will depend upon, among other things, our future earnings, operating and financial condition, capital requirements, and other factors.

Upon our liquidation, dissolution or winding up, the holders of our common stock will be entitled to share ratably in the net assets legally available for distribution to shareholders after the payment of all of our debts and other liabilities and subject to the rights of our preferred shareholders.

There are no provisions in our Articles of Incorporation or Bylaws that would prevent or delay change in our control other than the voting rights granted to the holders of our series A Preferred Shares described below.

## **2. Preferred Stock.**

### **Series A Preferred Stock**

We are authorized to issue 10,000,000 shares of Preferred Stock. We have designated 1,000,000 shares as Series A Convertible Preferred stock (the "Series A Preferred Shares"). As of August 22, 2010, we have 1,000,000 Series A Preferred Shares Outstanding that are held by our majority common stock shareholder, Dror Svorai.

#### Conversion

Each one (1) Series A Preferred Share is convertible, at the option of the holder into one thousand (1,000) shares of our common stock, which shall be fully paid and non-assessable shares of common stock.

#### Liquidation

Upon our liquidation, our assets available for distribution to stockholders shall be distributed among the holders of the shares of Series A Preferred Stock and common stock, pro rata, based on the number of shares held by each such holder, treating for this purpose all such securities as if they have been converted to common stock pursuant to the terms hereof immediately prior to our dissolution, liquidation, or winding up.

#### Voting

The Series A Preferred holders shall be entitled to vote on all matters submitted to a vote common stockholders and shall have ten thousand (10,000) votes for each one (1) share held. We presently have 1,000,000 shares of Series A Preferred Stock outstanding and as such, the holders of the Series A Shares have ten billion (10,000,000,000) votes on all matters submitted to our common stockholders gives the holders of the Series A Preferred Shares the ability to determine the outcome of all matters submitted to a shareholder vote.

## **3. Other Material Rights of our Common and Preferred Stockholders.**

Our Bylaws provide the following material rights to our common and preferred stockholders:

Annual Meeting

An annual meeting of the stockholders will be held within or without the State of Florida or at such other place as the Board of Directors will determine in advance of such meeting and upon proper notice to stockholders, at a time fixed by the Board of Directors, for the election of directors and for the transaction of other proper business.

Special Meetings

Special meetings of our shareholders will be held in at such other place as shall be specified or fixed in a notice thereof. Such meetings may be called at any time by the holders of not less than ten percent of the outstanding voting shares of the Corporation.

Notice of Meetings

A written or printed notice of each annual or special meeting of our stockholders which shall state the time, place and purpose of such meeting, shall be delivered either personally or by mail, not less than ten (10) nor more than sixty (60) days before the meeting, to each stockholder of record entitled to vote at such meeting.

Quorum

At all stockholders' meetings the presence, in person or by proxy, of the holders of a majority of our outstanding stock entitled to vote will be necessary to constitute a quorum for the transaction of business.

Proxies

At all meetings of our shareholders, a shareholder may vote by proxy executed in writing by the stockholder or by his duly authorized attorney in fact.

Required Vote for Shareholder Action

In all matters, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders.

Action by Written Consent

Any action, which may be taken at a meeting of our shareholders, may also be taken without a meeting if consents in writing, setting forth the action so taken, are signed by a majority of the shareholders entitled to vote with respect to the subject matter. A resolution in writing signed by the holders of a majority of the shares entitled to vote will have the same force and effect as if passed at a meeting of the shareholders duly convened and held.

**4. Change of Control Provisions.**

The Series A Preferred Shares have ten thousand (10,000) votes for every one share held which will delay, defer or prevent a change of our control.

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

*Common Stock*

	Date of this Disclosure Statement	Most Recent Fiscal Quarter	Last Fiscal Year	2008 Fiscal Year
(i) Period end date	08/22/2010	6/30/10	12/31/09	12/31/08(1)
(ii) Number of shares authorized	490,000,000	100,000,000	100,000,000	100,000,000
(iii) Number of shares outstanding	101,932,871	87,870,245	81,273,953	33,056,594
(iv) Freely tradable shares (public float)	56,460,020	19,594,902	40,032,554	15,101,347
(v) Total number of shareholders of record	469	479	478	414
(vi) Total number of beneficial shareholders	1	1	1	7

(1) Does not reflect the August 27, 2009, 1 share for 1000 stock split enacted by our former management which resulted in us having approximately 33,056 shares outstanding.

*Series A Preferred Shares*

	Date of this Disclosure Statement	Most Recent Fiscal Quarter	Last Fiscal Year	2008 Fiscal Year
(i) Period end date	8/22/2010	6/30/10	12/31/09	12/31/08
(ii) Number of shares authorized	1,000,000	0	0	0
(iii) Number of shares outstanding	1,000,000	0	0	0
(iv) Total Number of Shareholders of record	1	0	0	0
(vi) Total number of beneficial shareholders	1	0	0	0

## **Part C Business Information**

### **Item VII. The Name and Address of our Transfer Agent**

Our transfer agent is Signature Stock Transfer. Their address is 2632 Coachlight Court, Plano, Texas 75093, and their telephone number is (972) 612-4120, and their fax number is (972) 612-4122

Signature Stock Transfer is registered under the Securities Exchange Act of 1934 and it is regulated by the United States Securities and Exchange Commission.

### **Item VIII. The Nature of Our Business**

#### **A. Business Development.**

All of our operations are conducted through our wholly owned subsidiary, Green LED Technologies, Inc., a Florida Corporation ("Green LED").

Green LED was formed in 1995 by Dror Svorai, our majority shareholder. Green LED is a supplier of eco-friendly, low energy consumption LED lighting products. Green LED had revenues of \$3,041 in 2008, and \$117,776 in 2009. From January 1, 2010 through June 30, 2010, Green LED had revenues of \$345,852.

On January 25, 2008, Linda MacDonald delivered a president's certificate issuing 40,000,000 shares of common stock to herself. The certificate was on the form used by our transfer agent, Signature Transfer, and delivered to our transfer agent but reflected a certificate date of August 23, 2007. A review of our shareholder list as of December 23, 2007, from our prior transfer agent reflects that Linda MacDonald was not a shareholder on such date. As such, we are investigating whether Linda MacDonald ever had the shareholder voting control she represented when she took various acts as our officer and director including a 1 share for 1000 share reverse stock split.

On August 27, 2009, a one (1) share for one thousand (1000) share reverse stock split became effective. The split reduced our outstanding shares from 33,056,594 to 33,056 common shares. In connection with the reverse stock split, applicable Delaware corporate law required a shareholder vote of our common stockholders and the filing of an amendment to our articles of incorporation with the Delaware Secretary of State. A review of documents filed with the Delaware secretary of state reveals no such amendment was filed. As such, we may be subject to actions by the shareholders who were effected by the reverse split. This is particularly true since only months before the reverse split MacDonald had issued to herself individually forty million (40,000,000) common shares which represented more than the aggregate number of shares outstanding and which were held by more than 400 persons. The foregoing issuances gave MacDonald voting control of our common shares.

On September 1, 2009, Green Streak Group, Inc., a company owned and controlled by Eddy Marin, entered into an agreement of understanding with Green LED Technology, whereby Green Streak agreed to locate a publicly trading company for us to engage in a reorganization which would result in the shareholders of Green LED holding fifty percent of the public company's common shares and us receiving no less than \$5,000,000 in financing in exchange for 100% of Green LED's common stock. Green Streak is not registered with the Securities and Exchange



Commission or Financial Industry Regulatory Authority as a broker. To date, Green LED has not receive the promised funding of \$5,000,000.

This agreement was amended on September 4, 2009, to reflect that Green Streak would deliver \$250,000 to Green LED at closing. Green LED received \$100,000 on September 8, 2009, and \$150,000 was provided on September 18, 2009.

A purchase and exchange agreement, dated September 18, 2009, was executed on September 29, 2009, by and between Hi Score Corporation and Green LED (the “Green LED Purchase Agreement”).

On October 21, 2009 we delivered certificates representing 40,000,000 restricted shares of our common stock to Dror Svorai and completed the acquisition of Green LED.

We received funding in the amounts of \$186,000 of the promised funding of \$750,000 in the Green LED Purchase Agreement which we used for our operating capital. The funding received is as follows:

1.	2/31/09	50,000
4.	01/15/10	6,000
5.	02/17/10	50,000
6.	03/18/10	25,000
7.	04/16/10	30,000
8.	05/14/10	25,000

A principal reason Green LED entered into its agreement with Green Streak and us was to execute Green LED’s business expansion plan. A principal component of the plan was to enter into an agreement with Lighting Components Design (LCD) where in LCD would develop Green LED’s design of Energy Efficient LED Street Lights. This development was (is) crucial to Green LED’s ability to meet its commitments to its distributors. This commitment included the ability to distribute floor samples to lighting wholesalers. Because Green Streak only provided only a portion of the financing promised, we have been thus far unable to meet these obligations. Additionally we relied upon the commitment made by Green Streak of \$5,000,000 (five million dollars). We increased of our monthly operating expenses based upon the promises of Green Streak. The ultimate lack of funding as committed to by Green Streak prohibited us from executing our business plan past the point of expanded infrastructure.

On October 23, 2009, our former management caused the issuances of 40,000,000 shares of our common stock to 12 entities including Green Streak in violation of Section 5 of the Securities Act of 1933, as amended (the “Securities Act”). Based upon a resolution of our former board of directors, the Debt Shares were issued in exchange for four purported loans (the “Loans”) made to us from September 2003 through October 2007, in the amount of \$223,547, by the “lending consortium” of Shayla Investments LLC, a company owned and controlled by Mac Shahsavar. The legal opinion requesting removal of the restrictive legend provides that the loans were made by the Shareholders receiving the shares not Shayla. Neither our current management nor our auditor has any documents which evidence the Loans and thus are unable to confirm whether such loans were valid and who made the loans. Additionally, the loans were purportedly made during a period when we were an inactive corporation.

A review of the daily trading activity of our common shares from October 23, 2009, to present reveals that approximately 29,000,000 of the Debt Shares were publicly resold without registration or exemption in violation of the Securities Act. Since we had only approximately

15,000 shares freely tradable prior to the issuance of the Debt Shares and only 33,056 shares outstanding, we have assumed the public sale of the approximate 29,000,000 common shares is the result of the resale of the Debt Shares by the recipients. The sum representing the average of each trading days bid and ask price multiplied by each respective days volume reflects that the public sale of these 29,000,000 common shares resulted in gross proceeds to the recipients of approximately \$5,000,000.

## **1. Our Form of Organization**

We are a Corporation.

## **2. Year of Incorporation**

We were originally formed on July 25, 1997.

## **3. Our Fiscal Year End Date**

Our fiscal year end is December 31<sup>st</sup>.

## **4. Bankruptcy, Receivership or Similar Proceedings**

Neither the Issuer nor its predecessors have been involved in a bankruptcy, receivership or similar proceeding.

## **5. Material Reclassification, Merger, Consolidation, or Purchase or Sale of Significant Assets.**

On September 18, 2009, we purchased our wholly owned subsidiary Green LED Technologies.

## **6. Arrangement**

We are not in default in our obligations under the terms of any note, loan, lease, or other indebtedness or financing arrangement.

## **7. Changes of Control**

See Part C, Item VIII A under heading captioned "Business Development"

On January 25, 2008, Linda MacDonald delivered a president's certificate issuing 40,000,000 shares of common stock to herself which resulted in a change of our voting control. See Part B Item IV Section 5 and 7 above under heading captioned Business Development for a discussion of the January 25, 2008, issuance to MacDonald.

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

On January 25, 2008, Linda MacDonald delivered a president's certificate issuing 40,000,000 shares of common stock to herself which resulted in a change of voting control of our common shares.

On October 21, 2009, we issued 40,000,000 shares to Dror Svorai and 2,000,000 shares to Michael Zoyes which resulted in a change of voting control of our common shares.

**9. Past, Pending or Anticipated Stock Split, Stock Dividend, Recapitalization, Merger, Acquisition, Spin-off, or Reorganization.**

See Part B Item IV Section 5 and 7 above under heading captioned Business Development for a discussion of our August 27, 2009, reverse stock split.

**10. Any delisting of the Issuer's securities by any securities exchange or deletion from the OTC listing.**

We have never been delisted by any securities exchange or by the Pink OTC Markets. Our common shares were deleted from the OTC Bulletin Board in 2003.

**11. Any current, past, pending or threatened legal proceedings or administrative actions.**

We are unaware of any current, past, pending or threatened legal proceedings or administrative actions against us.

**B. Business of Issuer.**

Green LED is solely engaged in the distribution and marketing of LED lighting products and accessories, and traditional lighting products.

**1. Our primary and secondary SIC Codes.**

Our primary SIC Code is 3640 – “Electrical lighting and wiring equipment”. We do not have a secondary SIC Code.

**2. Operations.**

We are currently conducting operations through our wholly owned subsidiary Green LED Technology, Inc.

**3. Shell Company Status.**

We have had multiple changes of our voting control and multiple corporate reorganizations. Because we do not have documents pertaining to the foregoing, we cannot make an independent valuation of whether we are a shell company. Based upon Edgar filings of our predecessor prior to 2003, it appears we were previously a shell company, therefore the safe harbor provisions of Rule 144 may not be available. Anyone who purchased securities directly or indirectly from us or any of our affiliates in a transaction or chain of transactions not involving a public offering cannot sell such securities in an open market transaction.

**4. Names of any Parent, Subsidiary, or Affiliate, its Business Purpose, Method of Operation, Ownership and Financial Statement Disclosure.**

We have one wholly owned subsidiary, Green LED Technology, Inc. Our financial statements reflect the financial statements of Green LED on a consolidated basis.

Green LED is solely engaged in the distribution and marketing of LED lighting products and accessories.

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

We do not anticipate any adverse effect from existing or probable government regulations of our business.

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

We have not spent any amount during the last two fiscal years on research and development activities, and therefore, none have been borne by our customers.

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

We do not expect to incur any costs or effects resulting from compliance with federal, state, and local environmental laws.

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

We have six (6) total employees. All of which are fulltime.

**Item IX. The nature of products or services offered**

**A. Principal Products and their markets**

All of our operations are conducted through our wholly owned subsidiary, Green LED Technologies, Inc., a Florida Corporation (“Green LED”). Green LED was formed in 1995 by Dror Svorai, our majority shareholder. Green LED is a supplier of eco-friendly, low energy consumption LED lighting products.

**B. Distribution**

We market LED lighting solutions that are environmentally friendlier and more energy efficient than traditional lighting products in the worldwide market place. We use commissioned sales people and our in house staff to sell our products directly to lighting retailers and through our showroom. We use commission sales people and our in house staff to sell our products directly to lighting retailers through direct contact and our showroom.

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

We have no publicly announced new product or service.

**D. Competitive business conditions, our competitive position in the industry, and methods of Competition**

We currently face competition from both traditional lighting companies that provide general lighting products, such as incandescent, fluorescent and neon lighting, and from specialized lighting companies that are engaged in providing LED and fiber optic lighting products and systems. In general, we compete with both groups on the basis of design, innovation, quality of light, effects, maintenance costs, safety issues, energy consumption, price, product quality and brightness.

We compete with traditional lighting companies in the general illumination market. Our LED products tend to be alternatives to traditional lighting sources for applications within the commercial market. In these markets, we compete on the basis of energy savings, lamp life and durability.

We compete with specialized lighting companies that offer competing LED and fiber optic lighting products. In these markets, we compete on the basis of design, innovation, light quality, effects, maintenance costs, safety issues, energy consumption, price, product quality and brightness.

We expect our markets to remain competitive and to reflect rapid technological evolution and continuously evolving customer and regulatory requirements. Our ability to remain competitive depends in part upon our success in developing new and enhanced advanced lighting solutions and introducing these systems at competitive prices on a timely basis. If we are not able to compete effectively against companies with greater resources, our prospects for future success will be jeopardized. The lighting industry is highly competitive. In the high performance lighting markets in which we sell our advanced lighting systems, our products compete with lighting products utilizing traditional lighting technology provided by many vendors. Additionally, in the advanced lighting markets in which we have primarily competed to date, competition has largely been fragmented among a number of small manufacturers of LED products. However, some of our competitors, particularly those that offer traditional lighting products, are larger companies with greater resources to devote to research and development, manufacturing and marketing than we have.

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

We outsource the manufacture and assembly of our products. We currently depend on a small number of contract manufacturers to manufacture our products at plants in the United States of America and China. These manufacturers supply most of the necessary raw materials (in some cases we procure and provide our contract manufacturers with certain critical components, such as LEDs) and provide all necessary facilities and labor to manufacture our products. Historically, we have not entered into contracts with these manufacturers. If these companies were to terminate their arrangements with us without adequate notice, or fail to provide the required capacity and quality on a timely basis, we would be unable to manufacture and ship our lighting products until replacement manufacturing services could be obtained. To qualify a new contract manufacturer, familiarize it with our products, quality standards and other requirements, and commence volume production is a costly and time-consuming process. If it became necessary to do so, we may not be able to establish alternative manufacturing relationships on acceptable terms.

Our reliance on contract manufacturers involves certain additional risks, including the following:

- lack of direct control over production capacity and delivery schedules;
- lack of direct control over quality assurance, manufacturing yields and production costs;
- risk of loss of inventory while in transit from China; and

- risks associated with international commerce, particularly with China including unexpected changes in legal and regulatory requirements, changes in tariffs and trade policies, risks associated with the protection of intellectual property and political and economic instability.

Any interruption in our ability to manufacture and distribute products could result in delays in shipment, lost sales, reductions in revenue and damage to our reputation in the market, all of which would adversely affect our business.

**F. Dependence on one or a few major customers.**

We are not dependent on one or a few major customers.

**G. Patents, trademarks, licenses, franchises, concessions.**

We have no patents, trademarks, licenses, franchises or concessions.

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

We are required to comply with certain legal requirements governing the materials in our products. Although we are not aware of any efforts to amend any existing legal requirements or implement new legal requirements in a manner with which we cannot comply, our revenue might be materially harmed if such an amendment or implementation were to occur.

**Item X. The nature and extent of the Our Facilities.**

Our principal corporate office is located at 1909 Tigertail Blvd., Dania Beach, Florida 33004, where we occupy approximately 8,000 square feet of office and warehouse space. The monthly rent including the building's operating expenses is \$7,000 per month. The lease for this space expires August 30, 2014. We believe that this space is adequate for our current operations and we do not anticipate any expansion or leasehold improvements.

**Part D Management Structure and Financial Information**

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

**A. Officers and Directors.**

**Michael G. Zoyes – President and Director**

Mr. Zoyes has been with Green LED for two years. In the prior three years, he operated as a consultant under Corporate Excellence Consultants to other companies. Since April 26, 2010, Mr. Zoyes has been our President.

**Compensation**

Mr. Zoyes is paid compensation of \$10,750 per month for his services.

**Number, Class & Percentage of Outstanding Shares of Our Securities Beneficially Owned**

Michael Zoyes is the holder of 2,003,250 shares of our common stock.

**Peter Ruggeri, Chief Financial Officer**

Mr. Ruggeri was appointed Chief Financial Officer of Hi Score Corporation on August 1, 2010. For the last five years, Mr. Ruggeri has provided various financial and consulting services for start-up companies. Among these services is included the development of long and short term business plans, capital requirements, market research, presentations to potential investors, establishment of banking relationships, implementation of corporate structure and development of financial and operational systems. Further, he provides expertise to ensure that internal and external financial statements, federal, state and local tax returns and specific shareholder requirements are prepared and/or filed in accordance with the applicable regulatory agency requirements, especially the United States of America Securities and Exchange Commission. Additionally, he has expertise in the effects of foreign currency translation, rules and regulations as they pertain to accounting principles generally accepted in the US.

Mr. Ruggeri's career includes public accounting experience and in the last fifteen years he has held positions of Chief Financial Officer and Vice President of Finance for companies with sales ranging from \$500 million to over \$2 billion.

Compensation

Mr. Ruggeri is paid compensation of \$2,150 per month plus performance bonuses based upon us reaching financial and performance goals.

Number, Class & Percentage of Outstanding Shares of Our Securities Beneficially Owned  
None.

**Joseph Anounou – Director**

Mr. Anounou is an international entrepreneur with experience in owning and operating restaurants and other food service related businesses and has done so for more than the last five years.

Compensation

Mr. Anounou receives no compensation for his services as our director.

Number, Class & Percentage of Outstanding Shares of Our Securities Beneficially Owned  
Joseph Anounou is not a holder of any of our capital stock.

**B. Legal/Disciplinary History.**

None of our officers, directors, or persons nominated for such position, have been involved in legal proceedings in the prior five years that would material to an evaluation of their ability or integrity, including:

- (i) Conviction in a criminal proceeding or being named in a criminal proceeding
- (ii) Entry of an order of judgment, decree permanently or temporarily enjoining, suspending or otherwise limiting their involvement in any type of business, securities or banking activities.

(iii) A finding or judgment by a court of contempt jurisdiction (in a civil action), by the SEC or the Commodity Futures Trading Commission to have violated federal or state securities or commodities law, and the judgment has not been reversed, suspended, or vacated; and  
(iv) 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.

**C. Disclosure of Family Relationships.**

There are no family relationships among our officers and directors.

**D. Disclosure of Related Party Transactions.**

The founder of our wholly owned subsidiary, Green LED and majority Shareholder, Dror Svorai, is also a beneficial shareholder of NexPhase Lighting, Inc., a Florida corporation, that is privately held, which designs, develops and manufacturers specialty LED lighting for commercial and municipal applications..

Green LED paid Corporate Excellence Consultants a bonus of \$12,500.00 upon the execution of the September 29, 2009 Agreement. Our president, Michael Zoyes, is the beneficial owner of Corporate Excellence Consultants LLC. a Florida limited liability company.

On September 26, 2008, and January 6, 2009, Green LED entered into loans in the aggregate amount of \$ \$260,695 from S & E Capital, LLC, a Florida limited liability company, controlled by Dekel Svorai who is the brother of Dror Svorai, the founder of Green LED and our majority shareholder. As of June 30, 2010, we owed \$280,384 to S & E, not including accrued and unpaid interest. On July 30, 2010 we settled \$20,000 of this debt in exchange for \$30,000 paid to us by Magna Group LLC a Texas limited liability company who received 2,400,000 unrestricted shares of our common stock and 8,000,000 unrestricted shares which we issued to Equiti-trend Advisors LLC, Inc, San Diego, CA, a California limited liability company controlled by Thomas and James Mahoney, managing partners, in exchange for 4 months of Investor Relations services to be rendered to us. There is \$260,384 of remaining principal, not including accrued and unpaid interest outstanding.

**E. Disclosure of Conflicts of Interest.**

Our management has conflicts of interest that may favor the interests of our management, but to the detriment of our minority shareholders' interests. Our officers, directors, majority shareholder and founders may have interests in and/or serve as officers and/or directors of other lighting companies and may be related by family relations to one another. As a result, their personal interests and those of the companies that they are affiliated with may come into conflict with our interests and those of our minority stockholders. We as well as the other companies that our majority shareholder, founder, officers and/or directors are affiliated with may present our officers and directors with business opportunities that are simultaneously desired. Additionally, we may compete with these other companies for investment capital, technical resources, customers, key personnel and other things. You should carefully consider these potential conflicts of interest before deciding whether to invest in shares of our common stock. We have not yet adopted a policy for resolving such conflicts of interests. Because the interests of our officers and the companies that they are affiliated with may disfavor our own interests and those



of our minority stockholders, you should carefully consider these conflicts of interest before purchasing shares of our common stock.

**Item XII. Financial information for our most recent fiscal period**

Our Financial Statements, comprised of items 1-5 below, for our applicable reporting period ending June 30, 2010, are available on Pinksheets.com as an “Interim Financial Report”, and are hereby incorporated herein by reference.

1. balance sheet;
2. statement of income;
3. statement of changes in stockholders’ equity;
4. statement of cash flows; and
5. notes to the financial statements.

**Item XIII. Similar financial information for such part of the two preceding fiscal years**

Additional Financial Statements of the Issuer, similarly comprised to the 5 items referenced in Item XII directly above, have each been separately posted on Pinksheets.com as follows and are incorporated herein by reference:

1. Unaudited financial statements as of and for the period ended March 31, 2010. (See “Quarterly Report – HSCO Financials” for “Period End Date” of March 31, 2010, posted May 18, 2010.)
2. Unaudited financial statements as of and for the fiscal year ended December 31, 2009. (See “Annual Report – Supplemental Financials” for “Period End Date” of December 31, 2009, posted March 31, 2010.)
3. Unaudited financial statements as of and for the period ended September 30, 2009. (See “Interim Financial Report” for “Period End Date” of September 30, 2009, posted October 22, 2009.)

**Item XIV. Beneficial Owners.**

The following tables set forth the ownership, as of the date of August 20, 2010, of the shareholders of record our common and preferred stock by our officers, directors, and each person known by us to be the beneficial owner of more than 5% of each class of our securities outstanding.

**COMMON**

NAME AND ADDRESS	TITLE	CLASS OF SECURITIES	TOTAL SHARES OWNED (i)	PERCENTAGE OF OUTSTANDING SHARES (i)
Dror Svorai 1065 Lyontree Street Hollywood, Florida 33019		Common	40,000,000	39%

(i) This amount does not include votes held by our Series A Preferred Shares. Each Series A Preferred Share is convertible into one thousand (1,000) common shares. Each Series A Share has 10,000 votes for each matter submitted to our common stockholders. As a result, Dror Svorai has the ability to control all matters submitted to a vote of our common stockholders.

**PREFERRED**

NAME AND ADDRESS	TITLE	CLASS OF SECURITIES	TOTAL SHARES OWNED (i)	PERCENTAGE OF OUTSTANDING SHARES (i)
Dror Svorai 1065 Lyontree Street Hollywood, Florida 33019		Series A Preferred	1,000,000	100%

(i) Each Series A Preferred Share is convertible into one thousand (1,000) common shares and additionally has ten thousand (10,000) votes on matters submitted to our common stockholders.

Item XV. The name, address, telephone number, and email address of each of our outside providers that advise us on matters relating to the operations, business development and disclosure.

**1. Investment Banker.**

We do not have an Investment Banker.

**2. Promoters.**

Dror Svorai founded our wholly owned Subsidiary Green LED Technologies, Inc. in 1995.

**3. Counsel.**

Our legal counsel is Hamilton Law Group, P.A. Their address is 101 Plaza Real South, Suite 201 S Boca Raton, FL 33432. Their telephone number is (561) 416-8956 and their facsimile (561) 416-2855. Their email is lawrocks@aol.com

**4. Accountant or Auditor**

Our accountant is Par Consultants, Inc. Their address is 207 Tropic Isle Drive, Unit 109, Delray Beach, FL 33483. Their telephone number is (954) 857-4264.

**5. Public Relations Consultant.**

Not Applicable.

**6. Investor Relations Consultant.**

Not Applicable.

**7. Advisors who assisted, advised, prepared or provided information with respect to this disclosure statement.**

Hamilton & Associates Law Group P.A. and Par Consultants, Inc. assisted Michael Zoyes, our President in the preparation of this document.

## **Item XVI. Management's Discussion and Analysis**

This report contains forward-looking statements that are based on current expectations, estimates, forecasts and projections about us, the industry in which we operate and other matters, as well as management's beliefs and assumptions and other statements regarding matters that are not historical facts. These statements include, in particular, statements about our plans, strategies and prospects. For example, when we use words such as "projects," "expects," "anticipates," "intends," "plans," "believes," "seeks," "estimates," "should," "would," "could," "will," "opportunity," "potential" or "may," and variations of such words or other words that convey uncertainty of future events or outcomes, we are making forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 (Securities Act) and Section 21E of the Securities Exchange Act of 1934 (Exchange Act).

These forward-looking statements are subject to numerous assumptions, risks and uncertainties that may cause our actual results to be materially different from any future results expressed or implied by us in those statements. The most important factors that could prevent us from achieving our stated goals include, but are not limited to, the following:

- (a) volatility or decline of our stock price;
- (b) potential fluctuation in quarterly results;
- (c) our failure to earn revenues or profits;
- (d) inadequate capital to continue or expand our business, inability to raise additional capital or financing to implement our business plan;
- (e) failure to commercialize our technology or to make sales;
- (f) reductions in the demand for our products and services;
- (g) rapid and significant changes in markets;
- (h) litigation with or legal claims and allegations by outside parties; and
- (i) insufficient revenues to cover operating costs, resulting in persistent losses.

There is no assurance that we will be profitable. We may not be able to successfully develop, manage or market our products. We may not be able to attract or retain qualified executives and other personnel. Intense competition may suppress the prices that we can charge for our products and services, hindering profitability or causing losses. We may not be able to obtain customers for our products or services. Government regulation may hinder our business. Additional dilution in outstanding stock ownership may be incurred due to the issuance of more shares, warrants and stock options, or the exercise of outstanding warrants and stock options. We are exposed to other risks inherent in our businesses. We may be subject to lawsuits from existing and former shareholders related to actions taken by our former management including reverse stock splits and issuances of our securities. We may have violated Section 5 of the Securities Act and as a result certain investors may have rescission rights against us and we may be required to pay damages. Consequently certain investors may have rescission rights as to any securities purchased from us. If this action was held by a court or other governmental body to be a violation of the Securities Act, we could be required to repurchase any shares purchased by investors and pay statutory interest and penalties.

Because the statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by the forward-looking statements. We caution you not to place undue reliance on the statements, which speak only as of the date of this Information and Disclosure Statement. The cautionary statements contained or referred to in this section should be considered in connection with any subsequent written or oral forward-looking statements that we or persons acting on our behalf may issue. We do not undertake any obligation to review or confirm analysts' expectations or estimates or to release publicly any revisions to any forward-looking statements to reflect events or circumstances after the date of this Information and Disclosure Statement or to reflect the occurrence of unanticipated events.

## OVERVIEW

Since inception, we have financed our activities from the private sales of our securities and the incurrence of debt as well as from the revenues of Green LED. From January 1, 2010, to the present, we received cash proceeds of \$279,654 from the sales of our common stock. Green LED had revenues of \$3,041 in 2008, and \$117,776 in 2009. From January 1, 2010 through June 30, 2010, Green LED had revenues of \$345,852.

During the next twelve months, we plan to expand our business by educating consumers on how to save energy and money by utilizing safe, efficient, solid state lighting. We intend on branding our own line of consumer friendly light bulbs, and developing a line of street lights. We plan to finance our growth through traditional bank financing sources as well as additional potential debt and equity private placements. There can be no assurance that financing sufficient to enable us to expand and grow our business will be available to us in the future. The failure to obtain future financing or to produce levels of revenue to meet our financial needs could result in our inability to operate, grow and expand our business.

### **Results of Operations for the Three Months Ended June 30, 2010 Compared to the Three Months Ended June 30, 2009**

*Revenue.* For both quarters ended June 30, 2010 and 2009. We had limited revenues. We are in the development stage and for the first six months of 2010 have been involved in the sale of our products in the South Florida market.

*Gross Profit (Loss).* Total gross loss was \$146,596 for the three months ended June 30, 2010 compared to the same period of 2009, and \$295,062 for the six months ended June 30, 2010, compared to the same period of 2009, an increase of 247%.

*Operating Expenses.* Total operating expense was \$260,626 for the three months ended June 30, 2010, compared to \$74,993 for the same period in 2009, an increase of 248%. This increase was primarily caused by increased operating expenses related in salaries and benefits, selling expenses and other costs.

*Net Earnings.* We generated net losses of approximately \$148,466 for the three months ended June 30, 2010 compared to \$68,018 for the same period in 2009, an increase of 118%.

*Provision for Income Taxes.* The Company files and pays its taxes based on yearly profits. As of June 30, 2010, there are no deferred taxes and our income taxes for the six months ended June 30, 2010 were \$0, compared to \$0 for the same period in 2009.

## **Liquidity and Capital Resources**

*General.* At June 30, 2010, we had cash of \$36,853. We have historically met our cash needs through a combination of proceeds from private placements of our securities and from loans. Our cash requirements are generally for operating activities.

Our operating activities used cash in operations of approximately \$443,819 for the six months ended June 30, 2010, and we used cash in operations of approximately \$85,219 for the same period in 2009. The principal elements of cash flow from operations for the six months ended June 30, 2010 included a net loss of \$295,062 an increase in accounts receivable of \$209,387, an increase in inventory of \$102,750, and an increase in prepaid assets of \$806, offset by: an increase in accounts payable and accrued expenses of \$147,790, bad debt expense of \$15,652, and depreciation expense of \$854.

Cash used in investing activities during the six months ended June 30, 2010 was \$0 compared to a negative \$214 during the same period in 2009.

Cash received in our financing activities was \$408,999 for the six months ended June 30, 2010, compared to cash received of \$83,900 during the same period in 2009.

As of June 30, 2010, current liabilities exceeded current assets by 1.13 times or by \$508,779. Current assets increased 140% from \$186,986 at December 31, 2009 to \$448,603 at June 30, 2010 while current liabilities increased 49% to \$643,504 at June 30, 2010 from \$957,382 at December 31, 2009. As a result, our working capital decreased from \$43,475 at December 31, 2009 to a deficit of \$123,034 at June 30, 2010, primarily as a result of the conversion of subordinated debt into a note payable in the amount of \$280,384.

We do not have sufficient capital to meet our current cash needs, which include the costs of compliance with the continuing reporting requirements of the Securities Exchange Act of 1934, as amended. We intend to seek additional capital and long term debt financing to attempt to overcome our working capital deficit. We are currently making a private placement of our stock to raise capital, but there is no assurance that the can raise sufficient capital or obtain sufficient financing to enable us to sustain monthly operations. In order to address our working capital deficit, we also intend to endeavor to (i) reduce operating costs, (ii) reduce general, administrative and selling costs, and (iii) increase sales of our existing products and services. There may not be sufficient funds available to us to enable us to remain in business and our needs for additional financing are likely to persist.

The foregoing raises substantial doubt about our ability to continue as a going concern. Management's plans include seeking additional capital or debt financing. There is no guarantee that additional capital or debt financing will be available to us when and to the extent we require, or that if available, it will be on terms acceptable to us. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. The "Going Concern Qualification" might make it substantially more difficult for us to raise capital.

### **C. Off-Balance Sheet Arrangements.**

Not Applicable.

## **Part E Issuance History**

### **Item XVII. List of securities offerings and shares issued for services in the past two years**

## Offerings by Former Management

On October 23, 2009, our former management caused us to issue 40,000,000 shares of common stock (the “Debt Shares”) without registration under the Securities Act. Based upon a resolution of our former board of directors, the Debt Shares were issued in exchange for four purported loans (the “Loans”) made to us from September 2003 through October 2007, in the amount of \$223,547, by the “lending consortium” of Shayla Investments LLC, a company owned and controlled by Mac Shahsavar. The legal opinion requesting removal of the restrictive legend provides that the loans were made by the Shareholders receiving the shares not Shayla. Neither our current management nor our auditor has any documents which evidence the Loans and thus are unable to confirm whether such loans were valid and who made the loans. Additionally, the loans were purportedly made during a period when we were an inactive corporation.

Shayla Investments LLC is not a broker registered with the Securities and Exchange Commission and we are unaware of who constitutes the lending consortium of Shayla. Our transfer agent records reflect the 40,000,000 Debt Shares were issued as follows:

Kalan Industries, Inc received 4,000,000 shares of our common stock. Our transfer agent records reflect that Kalan Industries Inc. is a company controlled by Kevin Tussy, our former president.

469577 Manitoba Ltd. received 4,000,000 shares of our common stock. We are not aware of who controls 469577 Manitoba, Inc.

Shayla Investments, LLC received 4,000,000 shares of our common stock. Our transfer agent records reflect that Shayla Investments LLC is controlled by Mac Shahsavar.

SD&T Associates LTD. received 4,000,000 shares of our common stock. We are not aware of who controls SD & T Associates LTD.

Sterling Grant Capital Inc. received 4,000,000 shares of our common stock. We are unaware of who controls Sterling Grant Capital.

Joel Schneider, our former legal counsel who rendered the tradability opinion for the Shayla shares received 100,000 shares of our common stock.

Westbrook Leasing, LLC received 4,000,000 shares of our common stock. Transfer agent records reflect that Gene Morales is the control person of Westbrook Leasing LLC.

Green Streak Group, Inc received 4,000,000 shares of our common stock. Our transfer agent records reflect Eddy Marin controls Green Streak Group, Inc.

Quantumcast, Inc received 4,000,000 shares of our common stock. Our transfer agent records reflect that Mark Fisher, Esquire controls Quantumcast, Inc.

Tillerman Securities Ltd. received 4,000,000 shares of our common stock. Our transfer agent records reflect that H Christian Saunders controls Tillerman Securities Ltd.

AKA Holdings, Inc. received 4,000,000 shares of our common stock. We are not aware of who controls AKA Holdings, Inc.

Probita Associates, Inc received 4,000,000 shares of our common stock. We are not aware of who controls Probita Associates, Inc.

Because we do not have the records related to these transactions we are not able to identify the control persons of all corporate entities who received the shares.

Because the Loans were convertible into more than 40,000,000 shares of our common stock and we had only 33,056 shares outstanding, Shayla as well as its lending consortium are our affiliates. As a result, while the offer and sale by us to Shayla appears to have been private offering made to Shayla with whom we had a pre-existing relationship, any resale by Shayla or its assignees must have an exemption from registration under the Securities Act since the shares were not registered.

A review of the daily trading activity of our common shares from October 23, 2009, to present reveals that approximately 29,000,000 of the Debt Shares were publicly resold without registration or exemption in violation of the Securities Act. Since we had only approximately 15,000 shares freely tradable prior to the issuance of the Debt Shares, we have assumed the public sale of the approximate 29,000,000 common shares is the result of the resale of the Debt Shares by the recipients. The sum representing the average of each trading days bid and ask price multiplied by each respective days volume reflects that the public sale of these 29,000,000 common shares resulted in gross proceeds of approximately \$5,000,000.

We are currently evaluating what remedial steps we should take to mitigate the issuance of these shares without a restrictive legend. Future sales into the public market of the Debt Shares could cause the price of our stock to decline and limit our future ability to raise capital through an offering of equity securities. We could be the subject of securities class action litigation or regulatory actions due to the issuances of the Debt Shares without a restrictive legend. Should this occur, our defense of the lawsuit or regulatory action could be costly and divert the time and attention of our management.

Our former president caused 2,520,293 shares of our restricted common stock to be issued and delivered to our former legal counsel on or about October 1, 2009, by delivering a Presidents certificate to our transfer agent. The 2,520,293 shares were sold to approximately seventy persons in twenty eight states raising proceeds of an estimated \$1,000,000. Our transfer agent records reflect the purchasers as follows:

<u>Shareholder name</u>	<u>Shareholder Residency</u>	<u># of shares</u>	<u>Date</u>
Kourosh Alipour	Miami, FL	10,000	10/07/09
Richard Bennett	San Rafael, CA	50,000	10/07/09
Richard Bennett & Company	San Rafael, CA	20,000	10/07/09
Michael Bozarth	Wenatchee, WA	2,000	10/07/09

Art Bradley	Armstrong, IA	7,500	10/07/09
Charles Brown	Snowhill, MD	10,000	10/07/09
Daniel Caldwell	Mississauga, Ontario, Canada V4A 9L1	40,000	10/07/09
Dewayne Chism	Seward, KS	5,000	10/07/09
William Crabtree	N. Andover, MA	125,000	10/07/09
Julius Csomor	Rocky River, OH	6,000	10/07/09
Robert Dyer	Hendersonville, NC	2,000	10/07/09
Kevin Ebersole	Lebanon, PA	60,000	10/07/09
Ed Finkelstein	Pflugerville, TX	20,000	10/07/09
Edgar Finkelstein	Pflugerville, TX	38,000	10/07/09
Ray Flowers	Stantonsburg, NC	70,000	10/07/09
Tom Gerard	Alexandria, VA	68,000	10/07/09
David Halsrud	Bode, IA	10,000	10/07/09
Doug Harper & Company		15,000	10/07/09
Pail Heisey & Company		10,000	10/07/09
Ed Henry	Egg Harbor Township, NJ	22,000	10/07/09
James Ipser	Gainsville, FL	10,000	10/07/09
Neal Jaco	Franklin, TN	10,000	10/07/09
Bill King	Las Cruces, NM	30,000	10/07/09
George Knowles	Edmonton, Canada AB 55041	10,000	10/07/09
Keith Lacey	Magnolia, TX	100,000	10/07/09
Jack Love	Kenmore, NY	10,000	10/07/09
Jack Love & Company	Kenmore, NY	10,000	10/07/09
Martin Mahaffey	Baton Rouge, LA	10,000	10/07/09
Adelson Marino	Ft. Lauderdale, FL	30,000	10/07/09
Rudy Matkovic	Seven Hills, OR	10,000	10/07/09
George McCain	Shafsbury, VT	32,000	10/07/09
Leslie Meredith	Marion, IL	25,000	10/07/09
John Neely	Wichita, KS	50,000	10/07/09
K. Nichols	Rock Hill, NC	5,000	10/07/09
George Olivares	Harligen, TX	100,000	10/07/09
Thomas Papson	Maynard, MA	15,000	10/07/09
Rose Polo	Pembroke Pines, FL	20,000	10/07/09
Ashfaqur Rahman	New York, NY	4,000	10/07/09
Roy Reed	Charlotte, NC	15,000	10/07/09
Tom Reed	Stafford, VA	88,889	10/07/09
Carlton Reuter	Rose Creek, MN	30,000	10/07/09
George Rose	Scottsdale, AZ	3,000	10/07/09
Scottrade Company		20,000	10/07/09
Berne Skonsby Company		8,000	10/07/09
William Sneller	Sioux Center, IA	5,000	10/07/09
Merle Spaid	Meadville, PA	28,700	10/07/09
John Striegler	Houston, TX	8,000	10/07/09



Hollie Stukes	Houston, TX	50,000	10/07/09
Thomas Thee	Santa Clara, CA	5,000	10/07/09
Don Vandendriessch	Marshall, MN	946,304	10/07/09
Robert Wallacne	Colombus, OH	15,000	10/07/09
Jane Welch	Lewisville, NC	37,500	10/07/09
John Welch	Lewisville, NC	125,000	10/07/09
Steve Wexler Company		3,400	10/07/09
Jeffrey White	Au Claire, WI	60,000	10/07/09
Jeff Whitfield	Alpharetta, GA	30,000	10/07/09
			3/24/10

The certificates representing the above shares were issued with a restrictive legend. The above offers and sales occurred without the knowledge of our existing management and without delivering the proceeds of these sales to us. These shares were offered and sold without exemption or registration under state or federal blue sky laws. We have been advised by certain of the investors that the shares were sold through general solicitation. Consequently, these stock sales by our former management may have violated the Securities Act and the state securities laws which may result in regulatory or other actions against us. We do not have all documents related to this offering and are dependent upon limited records we received from our transfer agent and conversations our management has had with certain of the purchasers of these securities in drafting this disclosure.

We are presently evaluating what remedies are available to us, if any, to recover the approximate \$6,000,000 in proceeds from the above mentioned public sales from the Shayla shares and the shares sold on October 7, 2009.

### **Post Green LED Acquisition Issuances**

On October 21, 2009, we issued 40,000,000 shares of our common stock to Dror Svorai the sole shareholder of Green LED. We also issued 2,000,000 shares to Michael Zoyes an employee of Green LED at the time of the acquisition. The shares were issued in reliance upon the exemptions from the registration requirements of Section 5 pursuant to Section 4(2). The certificates evidencing the aforementioned mentioned shares contain a restrictive legend (1) stating that the shares have not been registered under the Securities Act and (2) setting forth or referring to the restrictions on transferability and sale of the shares under the Securities Act.

On January 11, 2010, we issued an aggregate of 100,000 shares of Common Stock to Mr. Avraham Mardo (50,000) and Mr. Amnon Sadikov (50,000) for consulting services rendered and to be rendered to the Company by these individuals. The shares were issued in reliance upon the exemptions from the registration requirements of Section 5 pursuant to Section 4(2). The certificates evidencing the aforementioned mentioned shares contain a restrictive legend (1) stating that the shares have not been registered under the Securities Act and (2) setting forth or referring to the restrictions on transferability and sale of the shares under the Securities Act.

From January 26, 2010 through March 17, 2010, we sold an aggregate of 245,000 shares of our Common Stock to eight (8) non-affiliated accredited investors for an aggregate purchase price of

\$87,500 or an average of \$.357 per share. The shares were issued in reliance upon the exemptions from the registration requirements of Section 5 pursuant to Section 4(2). The certificates evidencing the aforementioned mentioned shares contain a restrictive legend (1) stating that the shares have not been registered under the Securities Act and (2) setting forth or referring to the restrictions on transferability and sale of the shares under the Securities Act.

Mark Livingston	Yakima, WA	510,000	1/04/10 4/13/10 6/14/10
Avraham Mardo	Sunny Isles, FL	50,000	1/3/10
Amnon Sadikov	Aventura, FL	50,000	1/13/10
Joel E Rogers	Oldfield, MI	140,000	1/29/10 4/13/10
Eric Couchman	Homeston, IA	20,000	2/11/10
Austin White	Glen Ewen SK, Canada	40,000	2/11/10
Etc. Custodian FBO Fred O. Ragle IRA	Omaha, NE	10,000	3/08/10
William Lenhart	Las Vegas, NV	15,000	3/08/10
Etc. Custodian FBO Arthur J. Yarzumbeck, IRA	Concord, NC	20,000	3/18/10
Christopher Quiroga	Southampton, CT	20,000	3/24/10

On April 1, 2010, we sold in 60,000 shares of our Common Stock to Mark Livingston and 40,000 shares to Noel Rogers at the price of \$.25 per share. The shares were issued in reliance upon the exemptions from the registration requirements of Section 5 pursuant to Section 4(2). The certificates evidencing the aforementioned mentioned shares contain a restrictive legend (1) stating that the shares have not been registered under the Securities Act and (2) setting forth or referring to the restrictions on transferability and sale of the shares under the Securities Act.

On or about June 14, 2010, we sold 2,380,952 shares of our common stock to TJ Management, Inc. in exchange for \$50,000, a company controlled by Joseph Kahlon . We believe several issuer exemptions are available for our offer and sale to TJ Management. We believe that Section 4(2) and 4(6) of the Securities Act were available for the offer and sale of the shares because: (a) there was no general solicitation in the offer or sale; (b) all purchasers were accredited investors; (c) we had a pre-existing relationship with TJ Management; (d) the offer and sale did not involve a public offering; (e) we did not receive proceeds from any resales of the shares by TJ Management. We also believe that Rule 504 was available for our offer to TJ Management because (a) we are not an SEC reporting company;(b) we did not receive proceeds of more than \$1,000,000 in a twelve month period; and (c) we are not a blank check company. Our former counsel opined the shares could be issued without a restrictive legend. Even though the offer to TJ management by us was exempt, prior to public resale TJ Management must locate a resale exemption from the registration requirements of the Securities Act. We believe that as an accredited investor TJ Management possessed sufficient sophistication and experience to determine (i) whether a non-issuer exemption from registration is available for its resale; and (i) whether the safe harbor provided by Rule 144 of the Securities Act is available for its resale.

On or about July 30, 2010, we sold 2,400,000 shares of our common stock to Magna Group, LLC, a Texas limited liability company controlled by Joshua Sason in exchange for \$30,000. We believe several issuer exemptions are available for our offer and sale to Magna Group, LLC. Our former counsel opined the shares could be issued without a restrictive legend. Even though the offer and sale to Magna Group was exempt under Section (4) 2 of the Securities Act because it did not involve a public offering, prior to its public resale Magna Group must locate a resale exemption from the registration requirements of the Securities Act. We believe that as an accredited investor Magna Group possessed sufficient sophistication and experience to determine (i) whether a non-issuer exemption from registration is available for its resale; and (i) whether the safe harbor provided by Rule 144 of the Securities Act is available for its resale.

On or about August 4, 2010, we sold 8,000,000 shares of our common stock to Equiti-trend Advisors LLC, Inc, San Diego, CA, a California limited liability company controlled by Thomas and James Mahoney, managing partners, in exchange for 4 months of Investor Relations services at the rate of 2,000,000 shares per month. Our former counsel opined the shares could be issued without a restrictive legend. Even though the offer and sale to Equiti-trend Advisors was exempt under Section (4) 2 of the Securities Act because it did not involve a public offering, prior to its public resale Equiti-trend must locate a resale exemption from the registration requirements of the Securities Act. We believe that as an accredited investor Equiti-trend Advisors possessed sufficient sophistication and experience to determine (i) whether a non-issuer exemption from registration is available for its resale; and (i) whether the safe harbor provided by Rule 144 of the Securities Act is available for its resale.

On August 23, 2010, we plan to instruct our transfer agent to legend any shares set forth in this section that remain in certificate form and which were issued without a restrictive legend. We may have violated Section 5 of the Securities Act and as a result certain investors may have rescission rights against us and we may be required to pay damages. Consequently certain investors may have rescission rights as to any securities purchased from us. If this action was held by a court or other governmental body to be a violation of the Securities Act, we could be required to repurchase any shares purchased by investors and pay statutory interest and penalties.

## **Part F Exhibits**

### **Item XVIII. Material Contracts**

Our material contracts are described as follows and attached hereto:

- (i) Agreement between Green Streak and Green LED Technology, Inc.
- (ii) Letter amendment to agreement between Green Streak and Green LED Technology, Inc.
- (iii) Agreement between Hi Score and Green LED Technology, Inc.

### **Item XIX. Articles of Incorporation and Bylaws**

Our Articles of Incorporation and Bylaws are attached hereto:

**Hi Score Corporation**

1. Articles of Incorporation of Hi Score Corporation filed with the State of Florida
2. Bylaws of Hi Score Corporation-Florida
3. Certificate of Designation of our Series A Preferred Shares

The following exhibits were filed on October 22, 2009 with the Issuer's Initial Disclosure Statement and are hereby incorporated by reference:

1. Certificate of Incorporation dated July 25, 1997
2. Amendment to the Certificate of Incorporation dated October 16, 1997
3. Certificate of Amendment of Certificate of Incorporation dated August 5, 1999
4. Certificate of Amendment of Certificate of Incorporation dated March 19, 2008
5. Bylaws

**Item XX. Purchases of Equity Securities and Affiliated Purchasers**

None.

**Item XXI. Issuer's Certifications**

*I, Michael Zoyes, certify that:*

*I have reviewed this Company Information and Disclosure Statement of Hi Score Corporation:*

*1. 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, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and not misleading with respect to the period covered by this disclosure statement; and*

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

Signature: 

Date: August 22, 2010

Name: Michael Zoyes

Title: President and Chief Executive Officer

## **Part F Exhibits**

Green Streak Group, Inc.  
318 Indian Trace, #280  
Weston, FL 33326

September 1, 2009

[DSvorai@hotmail.com](mailto:DSvorai@hotmail.com)

Via Facsimile 954-925-7295

Mr. Dror Svorai, President  
GREEN LED TECHNOLOGY, INC.  
10220 W. State Rd. 84, Suite 9  
Davie, FL 33324

Re: Merger with Green LED Technology, Inc.

Dear Mr. Svorai:

The purpose of this letter is to set forth our preliminary understanding that GREEN LED TECHNOLOGY, INC. ("LED") and its intent to facilitate a merger, acquisition, or other combinational transaction with a publically trading Pink Sheet public company (the "Vehicle") with and into that suitable publicly trading Vehicle.

1. Definitive Agreement

As soon as reasonably possible after the date hereof, the parties intend to complete negotiations on a definitive agreement regarding the proposed merger (the "Agreement") providing for the merger of LED with and into the Vehicle. It is presently intended that the closing of the merger (the "Closing") will take place on or prior to Monday, September 21, 2009. The consideration for the merger shall be fifty percent of the Vehicle's common stock all of which shall be in the form of one (1) year restricted stock, par value \$.001. The Agreement shall further provide that post transaction the Vehicle, as successor to LED, will be capitalized with no less than Five Million dollars (\$5,000,000.00) in working capital paid with and from LED's restricted stock. The valuation of these restricted shares shall be based upon generally acceptable accounting principles of the business going forward, with said valuation amended from time to time.

2. Additional Provisions of the Agreement

The terms and conditions of the merger are to be contained in the Agreement, which will be reasonably satisfactory in all respects, in form and substance, to the parties and their counsel. It is anticipated that the Agreement will, among other things:

- (a) contain Vehicle and LED representations and warranties, covenants, indemnities and other provisions usual and customary in transactions of this nature involving entities with characteristics and in circumstances similar to Vehicle and LED, including, without limitation, representations and warranties as to the condition of and the title held to the assets of Vehicle and LED, the

financial statements of Vehicle and LED, the payment of taxes and contingent liabilities;

(b) provide that the consummation of the Merger shall be conditioned upon:

- (i) each party having obtained all material required consents, rulings, approvals, licenses and permits, or exemptions therefrom, from all governmental or non-governmental administrative or regulatory agencies having jurisdiction over the parties hereto, the Assets, the Agreement and the transactions contemplated thereby;
- (ii) LED having obtained all material required consents pursuant to existing agreements or instruments by which LED may be bound;
- (iii) LED shall provide an un-audited accounting of its business operations since inception, and through its last business quarter. Further, as necessary, LED shall assist in good faith with Vehicles accountant to complete a consolidated report of the combined business in a timely manner;
- (iv) LED having secured employment agreements with its key employees for the benefit of Vehicle, as successor-in-interest to LED, reasonably acceptable to Vehicle, with such salary and benefits as are standard in the industry.
- (v) each party having complied with all requisite corporate procedures; and
- (vi) such other closing conditions as are usual and customary in transactions of this nature.

#### 4. Termination

Negotiations pertaining to the Agreement may be terminated by Vehicle at any time without cost or liability. In order to induce Vehicle to enter into negotiations with respect to the merger, LED agrees that it will not discuss any merger, sale of its assets or any similar transaction with any party other than Vehicle, or enter into any negotiations or conversations with respect thereto with any party other than Vehicle, before the Closing, unless Vehicle has terminated negotiations pertaining to the Agreement in writing or given its prior written consent.

#### 5. Expenses.

Each party hereto shall bear its own legal and other expenses in connection with the negotiation and consummation of this transaction; provided, however, should LED breach in any material respect its obligations under this Letter of Intent, in addition to any other rights Vehicle may have, LED shall pay Vehicle a Fifteen Thousand Dollars (\$15,000.00) break-up fee.

6. Broker.

Each party hereto represents to the other that it has not dealt with or agreed with any broker or finder or similar person and that no fees shall be payable to any person or entity as a result of the transactions contemplated hereby. Each party hereto agrees to indemnify and hold harmless and defend the other from and against any and all damages, costs, expenses (including without limitation reasonable attorneys' fees), losses and liabilities in connection with any claim for any brokers', finders' or similar fees in respect of the proposed merger by any person claiming the same against the party seeking indemnity in respect of the actions of the other party.

7. Public Announcements.

The parties will advise and consult with one another prior to the issuance of any public announcements pertaining to the proposed merger, and no such announcement will be made by LED without the prior consent of Vehicle, except as may be required by law.

8. Counterparts.

This letter may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one instrument. It is expressly understood that this letter is merely an expression of intent and neither party thereto shall have any obligation to the other (except as set forth in Paragraphs 4, 5, 6 and 7 hereof) until the execution and delivery of, and as provided in, an Agreement. This letter shall not create rights or confer any benefit on third parties. If the foregoing correctly sets forth our understanding with respect to the subject matter hereof, please so indicate by executing and returning to the undersigned the enclosed copy of this letter.

**AGREED AND ACCEPTED:**

GREEN STREAK GROUP, INC.

By: \_\_\_\_\_  
Eddy Marin, President

GREEN LED TECHNOLOGY, INC.

By: \_\_\_\_\_  
Dror Svorai, President



Green Streak Group, Inc.  
318 Indian Trace, #280  
Weston, FL 33326

September 4, 2009

[DSvorai@hotmail.com](mailto:DSvorai@hotmail.com)

Via Facsimile 954-925-7295

Mr. Dror Svorai, President  
GREEN LED TECHNOLOGY, INC.  
10220 W. State Rd. 84, Suite 9  
Davie, FL 33324

Re: Merger with Green LED Technology, Inc.

Dear Mr. Svorai:

The purpose of this letter is to confirm yours and our participation in furtherance of the executed letter, dated August 19, 2009, regarding a Merger, to set forth our respective intentions to proceed, and to bind us thereto a closing for that public vehicle traded under symbol "HSCO" *or a public vehicle with similar characteristics* as soon as practicable.

That said, and in furtherance thereto, today, we shall pay One Hundred Thousand dollars (\$100,000.00) to GREEN LED TECHNOLOGY, INC. to be held in escrow by it pending a total of Two Hundred and Fifty Thousand dollars (\$250,000.00) and resulting in a balance of One Hundred and Fifty Thousand dollars (\$150,000.00) due on the closing of Friday, September 11, 2009. At that time all monies shall be free to be released from escrow. Should either party not be able to proceed due to no fault of their own, these monies are fully returnable on written demand without the requirement of further consent.

**AGREED AND ACCEPTED:**

GREEN STREAK GROUP, INC.

By: \_\_\_\_\_  
Eddy Marin, President

GREEN LED TECHNOLOGY, INC.

By: \_\_\_\_\_  
Dror Svorai, President

## **STOCK PURCHASE AND EXCHANGE AGREEMENT**

-----

THIS STOCK PURCHASE AND EXCHANGE AGREEMENT (the Agreement”) is made and entered into as of the 18th day of September 2009, by and between HI SCORE CORPORATION, a Delaware corporation (hereinafter referred to as either “HSCO” or the “Company”), with offices located at 5243 Cardeno Drive, San Diego, CA 92109, and GREEN LED TECHNOLOGY, INC., a Florida corporation, with offices located at 1909 Tigertail Boulevard, Dania Beach, Florida 33304, and the individual Shareholders of GREEN LED TECHNOLOGY, INC. whose names appear on the signature page hereof (collectively called “GREEN LED”).

### **RECITALS**

A. GREEN LED., whose issued and outstanding common stock, (the “GREEN LED Stock”) is owned, beneficially and of record, by the individuals whose names appear on the signature page hereof (the “GREEN LED Shareholders”), who together own all of the issued and outstanding shares of the GREEN LED Stock, each owning the number of shares set forth opposite their respective names.

B. The transaction’s consideration for the Agreement is as follows: HSCO will instruct its transfer agent to immediately issue and deliver to the GREEN LED Shareholders, an aggregate of Forty Million (40,000,000) shares of its restricted common stock, \$.0001 par value (HSCO Common Stock) in exchange for all of the issued and outstanding shares of the GREEN LED.

HSCO is capitalized with One Hundred million (100,000,000) authorized shares of common stock of which Forty Million thirty two thousand five hundred and fifty four (40,032,554) shares are currently issued and outstanding. Subsequent to the closing of this transaction there will be an aggregate of Eighty Million thirty two thousand five hundred and fifty four (80,032,554) will be free trading.

HSCO through its funding consortium led by Green Streak Group, Inc. further agrees to provide capital to GREEN LED for its continuing operations and shall pay Two hundred and fifty thousand dollars (\$250,000.00) to GREEN LED as outlined in Schedule “ A” attached to this Agreement. Pursuant to Schedule A it is hereby acknowledged by GREEN LED that Green Streak has already deposited into Escrow the sum of One Hundred Thousand dollars (\$100,000.00) pending closing, and the balance of One Hundred and Fifty Thousand dollars (\$150,000.00) will be delivered to GREEN LED at the closing scheduled for Friday, September 18, 2009. At that time all monies shall be free to be released from escrow. Should either party not be able to proceed due to no fault of their own, these monies are fully returnable on written demand without the requirement of further consent. Letter of Intent Outlining This Understanding is attached in Schedule “A’ of this Agreement.

C. The parties hereto intend that the issuance of the shares of the Company's Common Stock in exchange for the GREEN LED Stock shall qualify as a "tax-free" reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended.

#### PREAMBLE

A consensus of the Board of Directors of GREEN LED and dictated by their actions and pursuant to a duly executed corporate resolution, will exchange any and all options and shares of the entire capital stock (the "GREEN LED Stock") of GREEN LED, INC. ("GREEN LED"), which shares the GREEN LED Shareholders desire to sell and HSCO desires to purchase upon the terms and subject to the conditions set forth herein. Therefore, in consideration of their mutual promises and intending to be legally bound, the parties hereby agree as follows:

#### ARTICLE 1. THE TRANSACTION

##### *1. Exchange of Stock; Purchase Price.*

At the Closing referred to in Section 1.2, the GREEN LED Shareholders shall sell, assign, and exchange the GREEN LED Stock to HSCO, and HSCO shall purchase the GREEN LED Stock. The purchase price for the GREEN LED Stock (the "Purchase Price") shall be 40,000,000 restricted shares of HSCO's authorized and issued common stock, par value \$0.0001, (the "HSCO Stock"). The restriction on the stock shall be for one (1) year. Upon completion and signing of this Agreement, HSCO's total issued and outstanding shares of common stock will equal 80,032,224 shares of its 100,000,000 authorized common stock.

##### *1.2 Closing.*

(a) *Time and Place.* The closing under this Agreement (the "Closing") will take place at 10:00 a.m., local time, on or before September 18, 2009, at HSCO's offices at 5243 Cardeno Drive, San Diego, CA, 92109 or at such other time, date or places as to which the parties shall mutually agree. The date on which the Closing occurs is sometimes referred to in this Agreement as the "Closing Date."

(b) *Deliveries and Proceedings at the Closing.* At the Closing:

- (i) *Items to Be Delivered by GREEN LED:* GREEN LED shall, to the best of their ability, deliver to HSCO all of the aforementioned certificates for the GREEN LED Stock, duly endorsed in negotiable form, with stock powers duly executed in blank attached (collectively, the "GREEN LED Certificates") and any option certificates.
- (ii) *Items to Be Delivered by HSCO:* HSCO shall deliver to GREEN LED all of the aforementioned certificates for the HSCO Stock,

duly endorsed in negotiable form (collectively, the “HSCO Certificates”).

- (iii) *Other Items to Be Delivered.* The closing certificates, opinions of counsel, corporate resolutions and other documents required to be delivered pursuant to this Agreement, shall be exchanged.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES OF GREEN LED

GREEN LED hereby represents and warrants to HSCO as follows:

- 2.1 *Organization.* GREEN LED is a corporation duly organized, validly existing and in good standing under the laws of the States of Florida. GREEN LED has full power to own or lease its properties and assets as now owned or leased, and to make, execute, deliver and perform this Agreement and the Related Agreements. Agents for GREEN LED are authorized to buy, sell, and assign GREEN LED’s assets and shares. See Schedule 2.1 for the Certificate of Incorporation and By-Laws of GREEN LED.
- 2.2 *Ownership of the GREEN LED Stock.* Schedule 2.2, sets forth the record and beneficial owners of 100% of the common stock of GREEN LED (the “GREEN LED Stock”), free and clear of all liens, security interests, claims, or encumbrances (collectively, “Liens”), except those listed herein. The GREEN LED Stock has been duly authorized, validly issued and are fully paid and nonassessable, was not issued in violation of the terms of any agreement or other understanding binding upon GREEN LED , and was issued in compliance with all applicable federal and state securities or “blue-sky” laws and regulations. Agents, at the direction of the Board of Directors, has the full legal right, power and authority to enter into this Agreement on behalf of GREEN LED, transfer the GREEN LED Stock to HSCO in accordance with this Agreement, and to perform its other obligations hereunder, without the need for the consent of any other person or entity.
- 2.3 GREEN LED is duly organized and in good standing under the laws of the States of Florida, GREEN LED does not, directly or indirectly, owns any stock of, or any interest in, any other corporation or business entity except those explicitly stated in its business plan and/or Schedule 2.3.
- 2.4 *Authorization and Enforceability: Title to Stock.* This Agreement has been or will be duly executed and delivered by GREEN LED, and constitutes or will constitute a legal, valid, and binding obligation of GREEN LED enforceable against it in accordance with its terms. Upon delivery to HSCO at the Closing of certificates representing the GREEN LED Stock in accordance herewith, HSCO will acquire good and valid title to the GREEN LED Stock, free and clear of all Liens, except those listed herein.

- 2.5 *No Violation of Laws or Agreements.* The execution and delivery of this Agreement and the Related Agreements do not, and the consummation of the transactions contemplated by this Agreement and the Related Agreements and the compliance with the terms, conditions and provisions hereof and thereof by GREEN LED will not; (a) contravene any provision of GREEN LED; (b) conflict with or result in a breach of or constitute a default (or an event which might, with the passage of time or the giving of notice or both, constitute a default) under any other of the terms, conditions or provisions of any indenture, mortgage, loan or credit agreement or any other agreement or instrument to which GREEN LED is a party, or by which it or any of its assets may be bound or affected, or any judgment or order (a “Judgment”) of any court, any governmental department, commission, board, agency or instrumentality or any arbitrator (each a “Judicial Authority”), or any applicable law, statute, rule, regulation, code or ordinance (a “Law”) of any federal, state or local Government Authority (each a “Government Authority”); (c) result in the creation or imposition of any Lien upon any of GREEN LED’s assets, or give to others any interests or rights therein; (d) result in the maturation or acceleration of any liability or obligation of GREEN LED or give others the right to cause such a maturation or acceleration; or (e) result in the termination of or loss of any right, or give others the right to cause such a termination or loss, under any agreement or contract to which GREEN LED is a party or by which it is bound.
- 2.6 *Financial Statements and/or Business Plan.* To the best of GREEN LED’S knowledge and belief, as of August 31, 2009, GREEN LED’S books of account and related records fairly reflect in reasonable detail, GREEN LED’S assets and liabilities and transactions in accordance with generally accepted accounting principles (“GAAP”) applied on a consistent basis.
- 2.7 *No Undisclosed Liabilities.* To the best of GREEN LED’S knowledge and belief, and as it is represented in Schedule 2.7, GREEN LED has no known liability or obligation required to be included in its financial statements, including without limitation, liabilities for or in respect of Taxes (as hereinafter defined) and any interest or penalties relating thereto, except as are reflected in the GREEN LED Balance Sheet.
- 2.8 *No Changes.* As outlined in Schedule 2.8, since August 31, 2009 (the “GREEN LED Balance Sheet Date”), GREEN LED has conducted its business only in the ordinary course. Without limiting the generality of the foregoing sentence, to the best of GREEN LED’S knowledge and belief, since the Balance Sheet Date, there has not been: (a) any material adverse change in the financial condition, assets, liabilities, prospects, net worth, earning power or business of GREEN LED except changes in the ordinary course of business, none of which, individually or in the aggregate, has been or will be materially adverse to GREEN LED ; (b) any material damage, destruction or loss, whether or not covered by insurance, adversely affecting

the properties, business or prospects of GREEN LED or any material deterioration in the operating condition of the assets of GREEN LED ; (c) any mortgage or pledge on, or subject to any Lien of, any of GREEN LED's assets, tangible or intangible; (d) any strike, walkout or labor trouble; (e) any declaration, setting aside or payment of a dividend or other distribution in respect of any of the shares of GREEN LED's or any direct or indirect redemption, purchase or other acquisition of any shares of GREEN LED or any rights to purchase such shares or compensation payable or to become payable to, or any advance (excluding advances for ordinary business expenses) or loan to, any officer, director, employee or shareholder of GREEN LED (except increases made in the ordinary course of business and consistent with past practice), or any increase in or any addition to other benefits (including without limitation any bonus, profit-sharing, pension or other plan) to which any of its officers, directors, employees or shareholders may be entitled, or any payments to any pension, retirement, profit-sharing, bonus or similar plan except payments in the ordinary course of business and consistent with past practice; (g) any making of or commitment to make any capital expenditures in excess of \$10,000; (h) any cancellation or waiver of any right material to the operation of the business of GREEN LED , or any cancellation or waiver of any debts or claims of substantial value or any cancellation or waiver of any debts or claims against any Related Party (as defined in Section 2.23 below); (i) any payment, discharge or satisfaction of any liability or obligation (whether accrued, absolute, contingent or otherwise) by GREEN LED , other than the payment, discharge or satisfaction, in the ordinary course of business, of liabilities or obligations shown or reflected on the Balance Sheet or incurred in the ordinary course of business since the Balance Sheet Date; (j) any sale, transfer or other disposition of any assets of GREEN LED , except sales of inventory in the ordinary course of business; (k) any material adverse change or any threat of any adverse change in the relations of GREEN LED , with, or any loss or threat of loss of, any of the important suppliers, clients or customers of GREEN LED ; (l) any creation, incurrence, assumption or guarantee by GREEN LED of any obligations or liabilities (whether absolute, accrued, contingent or otherwise and whether due or to become due), except in the ordinary course of business, or any creation, incurrence, assumption or guarantee by GREEN LED of any indebtedness for money borrowed, other than trade payables; or (m) any creation, incurrence, assumption or guarantee by GREEN LED of any obligations or liabilities (whether absolute, accrued, contingent or otherwise and whether due or to become due), except in the ordinary course of business, or any creation, incurrence, assumption or guarantee by GREEN LED of any indebtedness for money borrowed, other than trade payables.

- 2.9 *Inventory.* As outlined in Schedule 2.9, GREEN LED has good title to all its inventories free and clear of all Liens, except certain purchase money security interests.

- 2.10 *Accounts Receivable.* All of the accounts receivable of GREEN LED represent amounts receivable for merchandise actually delivered or services actually provided (or, in the case of non-trade accounts or notes, represent amounts receivable in respect of other bona fide business transactions), and have arisen in the ordinary course of business. Schedule 2.10 is the summary of any Accounts Receivable Outstanding as of August 31, 2009.
- 2.11 *Real Property.* (a) GREEN LED is not (or the sublessee or assignee of the lessee) under a lease for real property except as described on Schedule 2.11. (b) GREEN LED does not own (beneficially or of record) any real properties.
- 2.12 *Debt Instruments.* Except as described on Schedule 2.12, GREEN LED is not a party to any loan agreements, notes, mortgages, deeds of trust, indentures, security agreements and other agreements, instruments and arrangements, written or oral, which evidence, secure or otherwise relate to any indebtedness of GREEN LED for borrowed money, other than trade payables.
- 2.13 *Material Agreements.* As outlined in Schedule 2.13, To the best of its knowledge and belief, GREEN LED is not a party to or bound by any agreement, contract or commitment, oral or written, formal or informal which involve payments or receipts of more than \$10,000 in any single year, or which were entered into other than in the ordinary and usual course of the business of GREEN LED , and which are not listed on any other Schedule hereto (all such agreements are collectively referred to as “Material Agreements”).
- 2.14 *Patents and Intellectual Property Rights.* The manufacture, sale, or use of any products manufactured or sold by GREEN LED did not and does not infringe (nor has any claim been made that any such action infringes) the patents or rights of others. Schedule 2.14 outlines lists of any Patents or Intellectual properties that GREEN LED owns.
- 2.15 *Title to Assets.* GREEN LED has good and marketable title (fee or leasehold) to all of its properties and assets, including the properties and assets reflected in the Balance Sheet (except those disposed of in the ordinary course of business since the GREEN LED Balance Sheet Date), free and clear of any Liens except (a) minor imperfections of title, none of which, individually or in the aggregate, materially detracts from the value of or impairs the use of the affected properties or impairs the operations of GREEN LED , (b) Liens for current taxes not yet due and payable, and (c) Liens disclosed on Schedule 2.15 (collectively, “Permitted Liens”).
- 2.16 *Condition of Assets.* The buildings, equipments, machinery, furniture, improvements and other assets of GREEN LED , including those reflected in

the GREEN LED Balance Sheet, may not be in operating condition and may need repair prior to being suitable for the purposes for which they are used in the business of GREEN LED .

2.17 *Permits.* GREEN LED holds material permits, certificates, licenses, registrations, franchises, authorizations, and other approvals from all government authorities (collectively, “Permits”) required under all Laws, which are material to its business. All such Permits are described on Schedule 2.17 and are in full force and effect.

2.18 *Compliance with Laws.* GREEN LED has complied and is in compliance with all material Laws, except where a failure to be in compliance would not have a material adverse effect on GREEN LED or its business. To the best of its knowledge, GREEN LED has not received any notice, citation, summons or order has been issued, no complaint has been filed, no penalty has been assessed, and no investigation or review is pending or threatened by any Government Authority or other entity which has had or could have a material effect on the business of GREEN LED with respect to any alleged violation by GREEN LED of any Law. List of Notices and List of Imposed Penalties by authorities, if any, are outlined in Schedule 2.18.

2.19 *Environmental Matters.* To the best of its knowledge, GREEN LED has not received notice that: (a) there has been any discharge, disposal, spillage, emission, escape, pumping, pouring, injection, release, seepage or filtration of any Hazardous Substance (as hereinafter defined) at, upon, under, or within any of GREEN LED’s properties in violation of any applicable Environmental Laws (as hereinafter defined), which has not been corrected; (b) there has been any transport, disposal, abandonment or discarding by GREEN LED or its employees, agents or independent contractors, of any Hazardous Substance in violation of any applicable Environmental Laws; or (c) there has been any material violation of or noncompliance with any Environmental Law by GREEN LED which has not been corrected. As used herein, “Environmental Laws” shall mean any Laws which relate to the environment or human health or safety, including without limitation Laws relating to the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of any Hazardous Substance, and “Hazardous Substance” shall mean (i) any flammable substances, explosives, radioactive materials, hazardous materials, hazardous wastes, toxic substances, pollutants, contaminants or any related materials or substances specified in any applicable Environmental Laws (including any “hazardous substance” as defined in the Comprehensive Environmental Response Compensation Liability Act, 42 U.S.C 6901 et seq.), and (ii) asbestos, polychlorinated biphenyls, radon, petroleum products and urea formaldehyde. See Schedule 2.19 for List of Environmental Matters.



*2.20 Employee Retirement Income Security Act of 1974 as amended (“ERISA”).*

As outlined in Schedule 2.20, GREEN LED does not sponsor or maintain and is not required, either by law or by contract, to contribute to any employee welfare benefit plan, within the meaning of section 3(1) of ERISA, nor to any employee pension benefit plan, within the meaning of section 3(2) of ERISA. GREEN LED has not contributed to, nor is it required to contribute to, any multiemployer plan, within the meaning of section 3(37) of ERISA.

*2.21 Consents.* As outlined in Schedule 2.21, No consent, approval or authorization of, or registration or filing with, any person or entity, including any Government Authority, is required in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

*2.22 No Pending Litigation or Proceedings.* Except as disclosed in GREEN LED’S Financial Statements and in Schedule 2.22, to the best of its knowledge, GREEN LED is not aware of any actions, suits, investigations, or proceedings pending or, threatened against GREEN LED or any of its assets. There are presently no outstanding Judgments against or affecting GREEN LED or any of its assets or its business, or affecting the GREEN LED Stock.

*2.23 Transactions with Related Parties.* As outlined in Schedule 2.23, GREEN LED represents that no Related Party has: (a) borrowed money from or loaned money to GREEN LED; (b) entered into any contractual relationship with GREEN LED ; (c) made any claim, express or implied, of any kind whatsoever against GREEN LED ; (d) obtained any interest in any property or assets owned or used by GREEN LED ; (e) engaged in any other transaction with GREEN LED . As used herein: (i) “Related Party” means any officer or director of GREEN LED , and any affiliate of any of the foregoing or GREEN LED ; (ii) “affiliate” means any person or entity who controls, is controlled by or is under common control with another person or entity.

*2.24 Compensation Arrangements: Bank Accounts; Officers and Directors.* Schedule 2.24 hereto sets forth the following information: (a) the names and current annual salary, including any bonus, if applicable, of all present officers and employees of GREEN LED whose current annual salary, including any promised, expected or customary bonus, equals or exceeds \$200,000; (b) the name of each bank in which GREEN LED has an account or safe deposit box, the identifying numbers or symbols thereof and the names of all persons authorized to draw thereon or to have access thereto; and (c) the names and titles of all directors and officers of GREEN LED.

*2.25 Labor Relations.* As outlined in Schedule 2.25, the relations of GREEN LED with its employees are good. To the best knowledge and belief of GREEN LED (a) no employee of GREEN LED is represented by any union

or other labor organization, and GREEN LED is not party to any union or collective bargaining agreement; (b) no employees of GREEN LED are party to, or are the target of, any union organizing drive or similar activity; (c) there is no unfair labor practice charge or complaint against GREEN LED pending or, threatened before the National Labor Relations Board or any other government or Judicial authority; (d) there is no labor strike, dispute, slow down or stoppage pending or, threatened against or involving GREEN LED ; (e) no labor grievance which might have an adverse affect on GREEN LED or the conduct of its business is; (f) GREEN LED is not and has not engaged in any unfair or discriminatory labor practices; and (g) GREEN LED has not experienced any work stoppage in the past three years.

*2.26 Warranty Liability.* As outlined in Schedule 2.26, except for lawsuits, claims, damages and expenses adequately covered by insurance, and certain warranties not deemed material incident to sales of telephone equipment, there are no liabilities of GREEN LED, fixed or contingent, asserted or unasserted, with respect to (i) any product manufactured or sold by GREEN LED, or (ii) any claim for the breach of any express or implied product warranty or any other similar claim with respect to any product sold by GREEN LED.

*2.27 Insurance.* As outlined in Schedule 2.27, GREEN LED does not own any insurance policies, nor is it the insured or beneficiary of any policy covering any of its property.

*2.28 Brokerage.* As outlined in Schedule 2.28, GREEN LED has not made any agreement, which might cause any other person to become entitled to a finder's or broker's fee or commission as a result of the transactions contemplated hereunder.

*2.29 Disclosure.* No representation or warranty by GREEN LED in this Agreement or any Related Agreement; and no Exhibit, Schedule, document, statement or certificate furnished or to be furnished to HSCO pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to (a) make the statements or facts contained herein or therein not misleading, or (b) provide HSCO with adequate and complete information as to GREEN LED and its affairs and the GREEN LED Stock.

### ARTICLE III. REPRESENTATIONS AND WARRANTIES OF HSCO

HSCO represents and warrants to GREEN LED as follows:

*3.1 Organization.* HSCO is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to own and lease its properties, to carry on its business as presently conducted and as proposed to be conducted and to carry

out the transactions contemplated by this Agreement. HSCO is duly qualified as a corporation and is in good standing in all such jurisdictions in which the conduct of its business. Schedule 3.1 contains complete and accurate copy of the certificate of incorporation (the "Certificate of Incorporation") and by-laws (the "By-Laws"), each as amended to date, of HSCO.

- 3.2 *Capitalization.* As outlined in Schedule 3.2, the entire authorized capital stock of HSCO consists of: (a) 100,000,000 shares of Common Stock (par value \$.0001 per share) of which subsequent to the Closing of this Transaction there will be 80,032,554 shares issued and outstanding. Each outstanding share of common stock is or will be fully paid and non-assessable, (of which, approximately 40,032,000 are free trading shares). There are no other shares of capital stock that will be outstanding immediately before the Closing, in each case including the number of shares of capital stock held by, or subject to purchase pursuant to the exercise of any option, warrant or right held by, each such holder. HSCO warrants and represents that there are no warrants, options, agreements, convertible securities or other commitments pursuant to which HSCO is or may become obligated to issue any shares of its capital stock or other securities. There are no preemptive or similar rights to purchase or otherwise acquire shares of capital stock of HSCO pursuant to any provision of law, its Certificate of Incorporation or its By-Laws, or any agreement to which HSCO is a party, or otherwise, and there is no agreement, restriction or encumbrance with respect to the sale or voting of any shares of HSCO's capital stock (whether outstanding or issuable upon conversion or exercise of outstanding securities). Neither HSCO nor any predecessor company has violated the Securities Act of 1933, as amended (the "Securities Act") or the securities laws of any state or other jurisdiction in connection with the issuance of any securities prior to the date hereof (collectively "Applicable Securities Laws").
- 3.3 *Equity Investments.* As outlined in Schedule 3.3, HSCO warrants and represents that it does not currently own, directly or indirectly, any capital stock or other proprietary interest in any corporation, association, trust, partnership, limited liability company, limited liability partnership, joint venture or other entity.
- 3.4 *Financial Statements.* Attached as Schedule 3.4 is the balance sheet of HSCO as of August 31, 2009. The HSCO Financial Statements (a) are true and correct in all material respects, (b) are in accordance with HSCO's books and records, and (c) present fairly the financial position and results of operations of HSCO as of the dates and for the periods indicated in accordance with generally accepted accounting principles applied on a consistent basis.
- 3.5 *No Undisclosed Liabilities.* As outlined in Schedule 3.5, HSCO has no known liability or obligation required to be included in its financial

statements, including without limitation liabilities for or in respect of Taxes (as hereinafter defined) and any interest or penalties relating thereto, except as are reflected in the HSCO Balance Sheet.

3.6 *Absence of Changes.* As outlined in Schedule 3.6, HSCO warrants and represents that since the Balance Sheet Date of August 31, 2009, there has not been (a) any material adverse change in HSCO's financial condition, results of operations, assets, liabilities, business or prospects, (b) any material asset or property of HSCO made subject to a lien of any kind except liens for taxes not yet due and payable, (c) any waiver of any valuable right of HSCO, or the cancellation of any debt or claim held by HSCO, (d) any payment of dividends on, or other distribution with respect to, or any direct or indirect redemption or acquisition of, any shares of the capital stock of HSCO or any agreement or commitment therefore, (e) any mortgage, pledge, sale, assignment or transfer of any tangible or intangible assets of HSCO, except in the ordinary course of business, (f) any loan by HSCO to, or any loan to HSCO from, any officer, director, employee, stockholder of HSCO, or any other agreement or commitment therefore, (g) any damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting HSCO's assets, property, or business, or (h) any change in HSCO's accounting methods or practices.

3.7 *Encumbrances.* As outlined in Schedule 3.7, HSCO warrants and represents that it has good and marketable title to all of its property and assets, real, personal or mixed, tangible or intangible, free and clear of all liens, security interests, charges and other encumbrances of any kind, except liens for taxes not yet due and payable.

3.8 *Burdensome Restrictions.* As outlined in Schedule 3.8, HSCO is not obligated under any contract or agreement, or subject to any charter or other corporate restriction, which materially and adversely affects its financial condition, results of operations, assets, liabilities, business, or prospects, or could reasonably be expected to do so in the future.

3.9 *Intellectual Property Rights.* As outlined in Schedule 3.9,

3.9.1 HSCO warrants and represents that it does not own any Intellectual Property Rights nor does it use any Intellectual Property Rights in conducting its business.

3.9.2 As outlined in Schedule 3.9, HSCO warrants and represents that no royalties or other amounts are payable by the Corporation to any other person by reason of the ownership or use of any Intellectual Property Rights.

3.9.3 No product or service marketed or sold or proposed to be marketed or sold by HSCO violates or will violate any license or infringes or will infringe any Intellectual Property Rights of another.

- 3.9.4 There are no claims pending or, to HSCO's knowledge, threatened with respect to any Intellectual Property Rights necessary or required for the conduct of HSCO's business as currently conducted or as proposed to be conducted, nor does there exist any basis therefore. As used herein, the term "Intellectual Property Rights" means all patents, trademarks, service marks, trade names, copyrights, inventions, trade secrets, know-how, proprietary processes and formulae, applications for patents, trademarks, service marks and copyrights, and other industrial and intellectual property rights.
- 3.10 *Litigation.* As outlined in Schedule 3.10, HSCO warrants and represents that there is no action, suit, claim, proceeding or investigation, at law, in equity or otherwise, or by or before any governmental instrumentality or other agency, now pending or otherwise affecting HSCO, or, to HSCO's knowledge, threatened against HSCO or any affiliate of HSCO, and, to HSCO's knowledge, there exists no basis therefore.
- 3.11 *No Defaults.* As outlined in Schedule 3.11, HSCO is not in violation or breach of, or in default under, any provision of (a) its Certificate of Incorporation or By-Laws, or (b) any note, indenture, mortgage, lease, contract, purchase order or other instrument, document or agreement to which HSCO is a party or by which it or any of its property is bound or affected or any ruling, writ, injunction, order, judgment or decree of any courts, administrative agency or other governmental body. To HSCO's knowledge, there exists no condition, event or act, which after notice, lapse of time, or both, may constitute a violation or breach of, or a default under any, of the foregoing.
- 3.12 *Claims with Respect to Employment or with Respect to Securities Laws.* (a) No third party may assert any valid claim against HSCO or any predecessor corporation or affiliate with respect to continued employment by or association with HSCO. (b) No third party may assert any valid claim against HSCO or any predecessor corporation or affiliate with respect to a violation of Applicable Securities Laws. See Schedule 3.12.
- 3.13 *Taxes.* As outlined in Schedule 3.13, HSCO has (a) timely filed all returns and reports required to be filed by it with respect to all Taxes, (b) paid all Taxes shown to have become due pursuant to such returns and reports, and (c) paid all other Taxes due, including without limitation Taxes for which a notice of or assessment or demand for payment has been received. All Taxes for periods ended after the HSCO Balance Sheet Date through the date hereof have been paid or are adequately reserved against on the books of HSCO. HSCO has timely filed all information returns or reports which are required to be filed and has accurately reported all information required to be reflected on such returns or reports. There are no proposed assessments of Tax against

HSCO or proposed adjustments to any tax returns or reports filed pending against HSCO.

- 3.14 *Consultants.* As outlined in Schedule 3.14, HSCO has not registered any shares of its stock on Form S-8 that were issued to third parties in payment of finders, brokers or other similar fees.
- 3.15 *Material Agreements.* As outlined in Schedule 3.15, HSCO warrants and represents that it is not a party to any written or oral (a) contract with any labor union; (b) contract for the future purchase of fixed assets or for the future purchase of materials, supplies or equipment in excess of normal operating requirements; (c) contract for the employment of any officer, employee or other person or any contract with any person on a consulting basis; (d) bonus, pension, profit-sharing, retirement, stock purchase, stock option, hospitalization, medical insurance or similar plan, contract or understanding in effect with respect to employees or any of them or the employees of others; (e) agreement or indenture relating to the borrowing of money or to the mortgaging, pledging or otherwise placing a lien on any assets of HSCO; (f) guaranty of any obligation for borrowed money or otherwise; (g) lease or agreement under which HSCO is lessee of or holds or operates any property, real or personal, owned by any other party; (h) lease or agreement under which HSCO is lessor of or permits any third party to hold or operate any property, real or personal, owned or controlled by HSCO; (i) license or lease agreement with respect to any Intellectual Property Rights; (j) agreement or other commitment for capital expenditures in excess of \$5,000; (k) contract, agreement or commitment under which HSCO is obligated to pay any broker's fees, finder's fees or any such similar fees, to any third party; or (l) any other contract, agreement, arrangement or understanding which is material to HSCO's business or which is material to a prudent investor's understanding of HSCO's business. HSCO warrants and represents that it is not engaged in any negotiations, which could lead to any such contract, agreement, arrangement, understanding or commitment.
- 3.16 *ERISA.* As outlined in Schedule 3.16, HSCO warrants and represents that neither HSCO nor any entity required to be aggregated with HSCO under Sections 414 (b), (c), (m) or (n) of the Internal Revenue Code of 1986, as amended (the "Code"), sponsors, maintains has any obligation to contribute to, has any liability under, or is otherwise a party to, any Benefit Plan. For purposes of this Agreement, "Benefit Plan" shall mean any plan, fund, program, policy, arrangement or contract, whether formal or informal, which is in the nature of (i) an employee pension benefit plan (as defined in Section (2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) or (ii) an employee welfare benefit plan (as defined in Section 3(1) of ERISA).

3.17 *Environmental Matters.* As outlined in Schedule 3.17, Neither HSCO nor any predecessor corporation has caused or allowed, or contracted with any party for, the generation, use, transportation, treatments, storage or disposal of any Hazardous Substances (as defined below) in connection with the operation of its business or otherwise. HSCO, the operation of its business, and any real property that HSCO owns, leases or otherwise occupies or uses (the “Premises”) are in compliance with all applicable Environmental Laws (as defined below) and orders or directives of any governmental authorities having jurisdiction under such Environmental Laws, including, without limitation, any Environmental Laws or orders or directives with respect to any cleanup or remediation of any release or threat of release of Hazardous Substances. Neither HSCO nor any predecessor corporation has received any citation, directive, letter or other communication, written or oral, or any notice of any proceeding, claim or lawsuit, from any person arising out of the ownership or occupation of the Premises, or the conduct of its operations, and neither HSCO nor any predecessor corporation is aware of any basis therefore. HSCO has obtained and is maintaining in full force and effect all necessary permits, licenses and approvals required by all Environmental Laws applicable to the Premises and the business operations conducted thereon (including operations conducted by tenants on the Premises), and is in compliance with all such permits, licenses and approvals. Neither HSCO nor any predecessor corporation has caused or allowed a release, or a threat of release, of any Hazardous Substance onto, at or near the Premises, and, to HSCO’ knowledge, neither the Premises nor any property at or near the Premises has ever been subject to a release, or a threat of release, of any Hazardous Substance. For the purposes of this Agreement, the term “Environmental Laws” shall mean any federal, state or local law or ordinance or regulation pertaining to the protection of human health or the environment, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601, et seq., the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. Sections 11001, et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq. For purposes of this Agreement, the term “Hazardous Substances” shall mean (i) any flammable substances, explosives, radioactive materials, hazardous materials, hazardous wastes, toxic substances, pollutants, contaminants or any related materials or substances specified in any applicable Environmental Laws (including any “hazardous substance” as defined in the Comprehensive Environmental Response Compensation Liability Act, 42 U.S.C. 6901 et seq.), and (ii) asbestos, polychlorinated biphenyls, radon, petroleum products and urea formaldehyde.

3.18 *Federal Reserve Regulations.* As outlined in Schedule 3.18, HSCO is not engaged in the business of extending credit for the purpose of purchasing or carrying margin securities (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System).

3.19 *Compliance.* As outlined in Schedule 3.19, HSCO has complied with all federal, state, local and foreign laws applicable to its business and the issuance of its capital stock. HSCO has all federal, state, local and foreign governmental licenses, registrations and permits material to or necessary for the conduct of its business, such licenses, registrations and permits are in full force and effect, and there have been no violations of any such licenses, registrations or permits. No proceeding is pending or, to HSCO's knowledge, threatened, to revoke or limit any thereof.

3.20 *Insurance.* As outlined in Schedule 3.20, HSCO does not own any insurance policies, nor is it the insured or beneficiary of any policy covering any of its property.

3.21 *Authorization of Related Documents.* The execution, delivery and performance by HSCO of (a) this Agreement and (b) each of the Related Agreements has been duly authorized by HSCO. This Agreement, and each Related Agreement when executed and delivered by HSCO, constitutes or will constitute, as the case may be, the valid and binding obligation of HSCO, enforceable in accordance with its terms, subject to Limits on Enforceability. The execution, delivery and performance of the Related Agreements, and compliance with the provisions hereof and thereof by HSCO do not and will not, with or without the passage of time or the giving of notice or both, violate, conflict with, or result in any breach of any of the terms, conditions or provisions of, or constitute a default (or give rise to any right of termination, cancellation or acceleration) under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of HSCO under, the Certificate of Incorporation or By-Laws, any Material Agreement, or any provision of law, statute, rule or regulation or any ruling, writ, injunction, order, judgment or decree of any court, administrative agency or other governmental body.

3.22 *Authorization of the HSCO Stock.* The issuance, sale and delivery hereunder by HSCO of the HSCO Stock have been duly authorized by all requisite corporate action of HSCO, and when so issued, sold and delivered, the HSCO Stock will be validly issued and outstanding, fully paid and nonassessable, and not subject to preemptive or any other similar rights of the stockholders of HSCO or others.

3.23 *Related Transactions.* As outlined in Schedule 3.23, HSCO warrants and represents that no director, officer, or employee of HSCO nor any "associate" (as defined in the rules and regulations promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of any such person is indebted to HSCO, nor is HSCO indebted (or committed to make loans or extend or guarantee credit) to any such person, nor is any such person a party to any transaction (other than as an employee or consultant) with HSCO



providing for the furnishing of services by, or rental of real or personal property from, or otherwise requiring cash payments to, any such person.

3.24 *No Governmental Consent or Approval Required.* As outlined in Schedule 3.24, no authorization, consent, approval or other order of, declaration to, or filing with, any governmental agency or body is required to be made or obtained by HSCO for or in connection with the valid and lawful authorization, issuance, sale and delivery of the HSCO Stock, except filings which may be required under applicable securities laws which are not required to be made until after the Closing and which shall be made on a timely basis.

3.25 *Registration Rights.* No person has any right to cause HSCO to effect the registration under the Securities Act of any shares of Common Stock or any other securities of HSCO.

#### ARTICLE IV. CERTAIN RIGHTS AND OBLIGATIONS OF THE PARTIES PRIOR TO CLOSING

From and after the date hereof and pending the Closing, unless the other party shall otherwise consent or agree in writing, GREEN LED and HSCO covenant and agree that:

- 4.1 *Ordinary Course.* The businesses of GREEN LED and HSCO shall be conducted only in the ordinary course and consistent with past practice, including without limitation billing, shipping and collection practices, inventory transactions and payment of accounts payable.
- 4.2 *Preservation of Business.* The parties shall use all reasonable efforts to preserve their respective business organization's intact, to keep available the services of their present officers and employees, and to preserve the good will of their respective suppliers, customers and others having business relations with GREEN LED and HSCO, as the case may be.
- 4.3 *Material Transactions.* Except as contemplated by this Agreement, HSCO shall not, and GREEN LED shall not: (i) amend its articles of incorporation or bylaws; (ii) change its authorized or issued stock or issue any options, warrants or other rights to acquire shares of its stock; (iii) enter into any contract or commitment the performance of which may extend beyond the Closing, except those made in the ordinary course of business the terms of which are consistent with the past practice and reasonable in light of current conditions; (iv) enter into any employment or consulting contract or arrangement with any person which is not terminable at will, without penalty or continuing obligation; (v) incur, create, assume or suffer to exist any Lien, tenancy or other matter affecting title to any of its assets, except Permitted Liens; (vi) make any agreement or settlement with any taxing authority; (vii) loan or advance funds to, or make an investment in or capital contribution to,

any person or entity; (viii) sell, transfer or otherwise dispose of any of their respective assets, except for sales of inventory in the ordinary course of business; (ix) merge or consolidate with or into any other entity, or negotiate or enter into any agreement with any person or entity to do any of the foregoing; (x) take any action or omit to take any action which will result in a violation of any material Law or cause a breach of any material agreements, contracts or commitments; or (xi) incur any other obligation or liability, absolute or contingent, except in the ordinary course of business and consistent with past practice.

4.4 *Sale of Stock to Others.* GREEN LED shall not sell, transfer or otherwise dispose of any of the GREEN LED Stock in any manner, nor shall GREEN LED negotiate or enter into any agreement, with any person or entity to do any of the foregoing. HSCO shall not effect a business combination with any other entity, nor shall it negotiate or enter into any agreement, or negotiate or enter into any agreement with any person or entity to do any of the foregoing.

4.5 *Insurance.* HSCO and GREEN LED shall maintain in full force and effect all policies of insurance, subject only (i) to variations required by the ordinary operations of its business, or else will obtain, prior to the lapse of any such policy, substantially similar coverage with insurers of recognized standing and approved by the other party hereto.

4.6 *Satisfaction of Closing Conditions.* HSCO and GREEN LED shall each use its best efforts to cause all of the conditions for which it is responsible under Article V of this Agreement to be satisfied on or prior to the Closing Date, and (b) promptly notify the other of any event or fact which represents or is likely to cause a breach of any of its representations, warranties, covenants or agreements hereunder. HSCO shall promptly advise GREEN LED in writing of the occurrence of any condition or development prior to the closing (exclusive of general economic factors affecting business in general) of a nature that is or may be materially adverse to the businesses, operations, assets, prospects or conditions (financial or otherwise) of HSCO' business, and GREEN LED shall promptly advise HSCO in writing of any such occurrence that is adverse to GREEN LED .

4.7 *Access to Information and Documents: Confidentiality.*

(a) GREEN LED shall give to HSCO and to HSCO's counsel, accountants and other representatives (collectively, "Representatives"), full access during normal business hours to all of GREEN LED's properties, books, contracts, commitments, records, officers, personnel and accountants, and will furnish to HSCO all such documents and copies of documents and all such other information with respect to the affairs of GREEN LED and HSCO may reasonably request.

(b) HSCO shall give to GREEN LED and its Representatives, full access during normal business hours to all of HSCO' properties, books, tax returns, contracts, commitments, records, officers, personnel and accountants, and will furnish to GREEN LED all such documents and copies of documents and all such other information with respect to HSCO' affairs as GREEN LED may reasonably request.

(c) Each party agrees that it will hold in strict confidence, and cause its Representatives to hold in strict confidence, all information obtained from the other under this Section 4.7, and will not disclose, and will cause its Representatives not to disclose, any portion of such information to any third party. In the event this Agreement is terminated pursuant to Section 5.3 (a) or the transactions contemplated by this Agreement are otherwise not consummated), the parties shall immediately return, upon the other's request, and shall cause its Representatives to immediately return, all copies of documents and other information obtained pursuant to this Section 4.7 without retaining copies or extracts thereof.

#### ARTICLE V. CONDITIONS TO CLOSING: TERMINATION

5.1 *Conditions Precedent to HSCO's Obligations.* HSCO's obligations to proceed with the Closing is subject to the fulfillment on or prior to the Closing Date of the following conditions (any one or more of which may be waived in whole or in part by HSCO in its discretion):

- (a) *Bringdown of Representations and Warranties.* The representations and warranties of GREEN LED contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date, and HSCO shall have received a certificate to such effect by GREEN LED
- (b) *Performance and Compliance.* GREEN LED shall have performed all of the covenants and complied with all of the provisions required by this Agreement to be performed or complied with by it on or before the closing Date in all material respects.
- (c) *Satisfactory Instruments.* All instruments and documents required on the part of GREEN LED to effectuate and consummate the transactions contemplated hereby shall be delivered to HSCO and shall be in form and substance reasonably satisfactory to HSCO.
- (d) *Consents.* All consents and regulatory approvals necessary to the consummation of the transactions contemplated by this Agreement shall have been obtained.
- (e) *Litigation.* No Judgment shall be in effect which restrains or prohibits the transactions contemplated hereby or which would limit or adversely affect HSCO's ownership or control of GREEN LED , GREEN LED's business or the GREEN LED Stock, and there shall not be pending or threatened, by or before any Judicial or Government Authority, any action or proceeding (i) challenging any of the transactions contemplated by this Agreement or the Related Agreements or seeking monetary relief by

reason of the consummation of such transactions, (ii) by any present or former owner of any stock or equity interest in GREEN LED (whether through a derivative action or otherwise) against GREEN LED or any officer, director or shareholder of GREEN LED in his capacity as such or (iii) which might have a material adverse effect on the business, prospects or condition (financial or otherwise) of HSCO.

- (f) *No Material Adverse Change.* There shall have been no material adverse change since the GREEN LED Balance Sheet Date in GREEN LED's businesses, operations, assets, inventories, prospects or condition (financial or otherwise).
- (g) *GREEN LED Structure.* At Closing, HSCO shall receive documentation that:
  - (A) GREEN LED is a corporation duly incorporated, validly existing, and in good standing under the laws of Delaware;
  - (B) The execution and delivery of this Agreement, and performance by GREEN LED of its obligations, hereunder have been duly and validly authorized and approved by all necessary action of GREEN LED's Board of Directors;
  - (C) The transactions contemplated by this agreement will not conflict with, or require any action not permitted by GREEN LED governing instruments and by GREEN LED's Articles of Incorporation or Bylaws.
  - (D) Counsel has read GREEN LED's representations and warranties set forth in Article II above, and counsel has no information which would cause him or her to believe that such representations and warranties are not true and accurate as of the Closing.

5.2 *Conditions Precedent to GREEN LED'S Obligations.* This obligation of GREEN LED to proceed with the Closing is subject to the fulfillment on or prior to the Closing Date of the following conditions (any one or more of which may be waived in whole or in part by GREEN LED ):

- (a) *Bringdown of Representations and Warranties.* The representations and warranties of HSCO contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on as of such date and HSCO shall have delivered to GREEN LED a certificate to such effect.
- (b) *Performance and Compliance.* HSCO shall have performed all of the covenants and complied with all the provisions required by this Agreement to be performed or complied with by them on or before the Closing Date, and HSCO shall have delivered to GREEN LED a certificate to such effect.
- (c) *Satisfactory Instruments.* All instruments and documents required on the part of HSCO to effectuate and consummate the transactions contemplated hereby shall be delivered to GREEN LED and shall be in form and substance reasonably satisfactory to GREEN LED and its counsel.

- (d) *Litigation.* No judgment shall be in effect which restrains or prohibits the transactions contemplated hereby and there shall not be pending or threatened, by or before any Judicial or Government Authority, any action or proceeding challenging any of the transactions contemplated by this Agreement or the Related Agreements or seeking monetary relief by reason of the consummation of such transactions. No litigation or other proceeding shall be instituted or threatened (ii) by an present or former owner of any stock or equity interest in HSCO (whether through a derivative action or otherwise) against HSCO or any officer, director or shareholder of HSCO in his capacity as such or (iii) which might have a material adverse effect on the business, prospects or condition (financial or otherwise) of HSCO.
- (e) *Consents.* All consents and regulatory approvals necessary to the consummation of the transactions contemplated by this Agreement shall have been obtained.
- (f) *No Material Adverse Chance.* There shall have been no material adverse change in the businesses, operations, assets, inventories, prospects or condition (financial or otherwise) of HSCO.
- (g) *Opinion of HSCO' Counsel.* At Closing, GREEN LED shall receive an opinion of counsel, which counsel and opinion shall be reasonably satisfactory to GREEN LED, to the effect that:
  - (A) HSCO is a corporation duly incorporated, validly existing and in good standing under the laws of Delaware;
  - (B) The execution and delivery by HSCO of this Agreement, and the performance by HSCO of its obligations hereunder, have been duly and validly authorized and approved by all necessary corporate action of HSCO;
  - (C) The transactions contemplated by this Agreement will not conflict with, or require any action not permitted by HSCO' governing instruments and by HSCO' Articles of Incorporation or Bylaws;
  - (D) Counsel has read HSCO' representations and warranties set forth in Article III above, and counsel has no information which would cause him or her to believe that such representations and warranties are not true and accurate as of the Closing.

5.3 *Termination.* (a) *When Agreement May Be Terminated.* This Agreement may be terminated at any time prior to Closing: (i) by mutual consent of HSCO and GREEN LED ; (ii) by HSCO if there has been a misrepresentation by GREEN LED of any material fact, a material breach by GREEN LED of any of its warranties or covenants set forth herein, or if any of the conditions specified in Section 5.1 hereof shall not have been fulfilled within the time required and shall not have been waived by HSCO; (iii) by GREEN LED if there has been a misrepresentation by HSCO hereunder of any material fact, a material breach by HSCO of any of its warranties or covenants set forth herein or if any of the conditions specified in Section 5.2 hereof shall not have been fulfilled within the time required and shall not have been waived by GREEN LED .

(b) *Effect of Termination.* In the event of termination of this Agreement by either GREEN LED or HSCO as provided above, this Agreement shall forthwith terminate and there shall be no liability on the part of either GREEN LED or HSCO, except for the liabilities arising from a breach of this Agreement prior to such termination.

#### ARTICLE VI. INDEMNIFICATION

- 6.1 *Indemnification by HSCO.* HSCO hereby agrees to indemnify and hold harmless GREEN LED from and against: (a) any loss, liability (including without limitation any Tax liability), claim, obligation, damage or deficiency of or to GREEN LED arising out of or resulting from (i) any misrepresentation, breach of warranty or non-fulfillment of any covenant on the part of HSCO contained in this Agreement or in any statement or certificate furnished or to be furnished to GREEN LED pursuant hereto or in connection with the transactions contemplated hereby, or (ii) any investigation by any Government or Judicial Authority of HSCO or its business or affairs, to the extent such investigation arises from transactions contemplated hereby occurring prior to the Closing date; and (b) any actions, judgments, costs and expenses (including without limitation reasonable attorneys fees and all other expenses incurred in investigating, preparing or defending any litigation, proceeding or investigation, commenced or threatened) incident to any of the foregoing or the enforcement of this Section 6.1
- 6.2 *Indemnification by GREEN LED.* GREEN LED hereby agrees to indemnify and hold harmless HSCO from and against: (a) any loss, liability, claim, obligation, damage or deficiency of or to HSCO arising out of or resulting from any misrepresentation, breach of warranty or non-fulfillment of any covenant on the part of GREEN LED contained in this Agreement or in any statement or certificate furnished or to be furnished to HSCO in connection with the transactions contemplated hereby; and (b) any actions, judgments, costs and expenses (including reasonable attorneys fees and all other expenses reasonably incurred in investigating, preparing or defending any litigation or proceeding, commenced or threatened) incident to any of the foregoing or the enforcement of this Section 6.2
- 6.3 *Representation, Cooperation and Settlement.* (a) A party seeking indemnification pursuant to this Article VI (an "Indemnatee") shall give prompt written notice to the party from whom indemnification is sought (an "Indemnitor") of any claim asserted against such Indemnatee which might give rise to a claim by such Indemnatee against such Indemnitor based on the provisions of this Article VI, stating the nature and basis of the first-mentioned claim and the amount (or a good faith estimate) thereof.
- (b) An Indemnitor shall have full responsibility and authority with respect to the disposition of any action, suit or proceeding brought against an Indemnatee with respect to which such Indemnitor may have liability under the indemnity agreement contained in this Article VI (an "Action"); provided that notwithstanding the foregoing, if such Indemnitor shall fail or refuse to

exercise such responsibility and authority, then such Indemnitee may do so at such Indemnitor's expense. If any Action is brought against an Indemnitee which is defended by an Indemnitor, such Indemnitee shall have the right, at its own expense, to be represented by counsel of its own choosing and with whom counsel for such Indemnitor shall confer in connection with the defense of any such Action. Each of such Indemnitee and Indemnitor shall make available to the counsel and accountants of the other all of its books and records relating to such Action, and the parties agree to render to each other such assistance as may be reasonably be requested in order to insure the proper and adequate defense of any such Action.

(c) The amount payable by any Indemnitor shall be determined to give effect to any tax savings accruing to the benefit of the Indemnitee as a result of the payment of any amounts in indemnification under this Article VI.

6.4 *Duration of Indemnification Obligations.* No claim for indemnification pursuant to this Article VI shall be made after August 30, 2010.

6.5 *Settlement of Disputes.* If an Indemnitor receives notice from an Indemnitee seeking indemnification or otherwise asserting a claim under this Article VI, and such Indemnitor (for purposes of this Section 6.6, the "Claiming Party"), then the Disputing Party shall provide written notice to such Claiming Party of such dispute, including a description of the basis for such dispute (the "Notice of Dispute"). Such dispute shall be settled by mutual agreement of the Claiming Party and the Disputing Party, evidenced by a writing signed by each such party, provided, however, that if no resolution or settlement shall be reached within 60 days following receipt by the Claiming Party from the Disputing Party of the Notice of Dispute, then either such party may submit the disputed matter to arbitration, in which event the parties agree as follows: Both the Claiming Party and the Disputing Party agree, that if either party elects to submit a disputed matter under this Article VI to arbitration, then such dispute shall be settled by arbitration in Delaware in accordance with the laws of the Delaware by three arbitrators, one to be appointed by the Claiming Party, one to be appointed by the Disputing Party, and the third to be appointed by the first two arbitrators. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, except with respect to the selection of arbitrators, which shall be as provided above. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

## ARTICE VII. POST CLOSING COVENANTS

7.1 *Affirmative Covenants.* HSCO covenants and agrees as follows:

- (a) *Reporting Requirements.* HSCO shall use its best efforts to comply with all applicable reporting requirements of the Securities Act of 1934.
- (b) *Preservation of Existence and Franchises.* HSCO shall maintain GREEN LED's corporate existence, and shall keep all its rights and franchises in full force and effect in the respective jurisdictions of incorporation.

- (c) *Insurance.* HSCO shall maintain, with financially sound and reputable insurers, insurance with respect to GREEN LED's equipment, property and inventory against such liabilities, casualties and contingencies, and of such types and in such amounts, as is customary in the case of corporations engaged in the same or a similar business.
- (d) *Maintenance of Equipment.* HSCO shall cause GREEN LED to maintain its equipment in good repair and working order and shall make all necessary repairs thereto and replacements thereof.
- (e) *Capital Infusion.* HSCO agrees to provide capital to GREEN LED for its continuing operations and herein so agrees to provide GREEN LED in addition seven hundred and fifty thousand dollars (\$750,000.00) payable as follows: \$250,000.00 to be paid on or before the expiration of sixty (60) days thereafter Closing and the balance of \$500,000.00 on or before the expiration of one hundred and eighty (200) days after the Closing of this Agreement occurs. Should these monies not be times paid, GREEN LED has the right to demand and receive as many common trading shares, including free trading shares as are necessary to satisfy this certain and immediate obligation.

7.2 *HSCO' Negative Covenants.* Until such time as HSCO' obligations under the terms of the Promissory Note have been fully satisfied, without prior written consent of GREEN LED , HSCO shall not cause or permit:

- (a) *Dividends.* GREEN LED to pay dividends or make any other distributions of any kind.
- (b) *Merger.* GREEN LED to merge with or into or consolidate with any other entity unless HSCO is the surviving entity.
- (c) *Place of Business, etc.* GREEN LED to (i) change its principal place of business, (ii) change its name, or (iii) locate any of its assets or any of its books and records pertaining thereto at a location other than its principal places of business.
- (d) *Sale of Assets; Liens.* GREEN LED to (i) sell any of its assets (other than sales of inventory in the ordinary course of business) or (ii) grant any mortgage, lien, security interest or other encumbrance on any of its assets; provided however, that GREEN LED may grant security interest in its (x) accounts receivable ("Permitted Receivables Lien") and (y) inventory acquired after the Closing ("After Acquired Inventory"), in each case for the sole purpose of obtaining working capital financing for its business operations (the "Permitted Inventory Lien"); provided, further, however, that in no event shall (i) the Permitted Receivables Lien secure and indebtedness in excess of an amount equal to seventy percent (70%) of the face amounts of such accounts receivable, or (ii) the Permitted Inventory Lien secure an indebtedness in excess of an amount equal to fifty percent (50%) of the cost of such Inventory.

#### ARTICLE VIII. MISCELLANEOUS.



- 8.1 *Further Assurances; Subordination.* From time to time after the Closing Date, upon HSCO' request, GREEN LED shall (i) make available to HSCO any records, documents or other information relating to GREEN LED , and (ii) execute, deliver and acknowledge all such further instruments of transfer and conveyance and take all such other actions as HSCO may reasonably require.
- 8.2 *Notices.* All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and received (a) upon deliver, if personally delivered, (b) on the tenth day after being deposited with the U.S. Postal Service, if sent by certified or registered mail; return receipt requested, (c) on the next day after being deposited with a reliable overnight delivery service, or (d) upon receipt of an answer back, if transmitted by telefax, postage prepaid in all cases other than telefax, addressed to the other party at the following addresses, or telefax numbers in the case of a telefax (or at such other address or telefax number as shall be given in writing by any party to the others):

If to HSCO, to:                      HI SCORE CORPORATION  
Kevin Allen Tussy  
5243 Cardeno Drive,  
San Diego, CA 92109

If to GREEN LED, to:

GREEN LED TECHNOLOGY, INC.  
Dror Svorai  
1909 Tigertail Boulevard  
Dania Beach, FL 33004  
954-383-0734 Dror's Cell  
954-922-5740 Office  
954-922-5742 Fax

- 8.3 *Successors and Assigns.* This Agreement and all rights and powers granted hereby shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Notwithstanding the foregoing, the Agreement may not be assigned by any party without the written consent of each of the other parties.
- 8.4 *Governing Law.* This Agreement shall be governed by and construed and enforced in accordance with the laws of Delaware.
- 8.5 *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

- 8.6 *Amendment.* To be effective, any amendment or waiver to this Agreement must be in writing signed by the party against whom enforcement of the same is sought.
- 8.7 *Severability.* If any portion of this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid and unenforceable, the valid and enforceable provisions will continue to be given effect and bind the parties hereto.
- 8.8 *Entire Agreement.* This Agreement and the Schedules and Exhibits hereto, and the Related Agreements, each of which is hereby incorporated herein, set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understanding, inducements or conditions, express or implied, oral or written.

9. CLOSING.

Concurrently with the execution of this Agreement (the "Closing") the parties shall deliver the following:

9.1 Deliveries by Company.

The Company shall deliver, or cause to be delivered to the Shareholders:

- (a) Certificates for the shares of the Company's Common Stock being purchased for their respective accounts, in form and substance reasonably satisfactory to the Shareholders and their counsel;
- (b) Resolutions (certified as of the date of the Closing as being in full force and effect by an appropriate officer of the Company) duly adopted by the Board of Directors of the Company approving this Agreement and the other documents, agreements and instruments to be entered into by the Company as provided herein, which shall be in form and substance reasonably satisfactory to the Shareholders and their counsel;

9.2 Shareholders' Deliveries.

The Shareholders shall deliver to the Company:

- (a) Certificates evidencing the ownership of each Shareholder, of all shares of GREEN LED Stock owned by them, respectively, duly endorsed for transfer to the Company; and
- (b) Duly executed counter parts of the Agreements referred to in paragraphs (c) and (d), above (collectively the "Ancillary Agreements").

ARTICE IX. POST CLOSING COVENANTS-BOARD COMPOSITION AND NON-DILUTION  
CLAUSES

1. GREEN LED, upon completion of this agreement, will agree to a 2 year non- Reverse clause in the Surviving Entity Namely “HI SCORE CORPORATION” stock. As a precondition, all post closing covenants must be met by the former HSCO.
2. For a period of two years after the Effective Date, Surviving Entity Namely “HI SCORE CORPORATION.” agrees that the shares of any of the shareholders shown on Schedule 3.23 hereinafter Called “Schedule 3.23 Shareholders” shall not be subject to dilution in any manner, absent the express written consent of those specific shareholders shown in schedule 3.23, and during such period, Surviving Entity Namely “HI SCORE CORPORATION.” or its successor shall take no action, directly or indirectly, to dilute or attempt to dilute the Shares issued to “Schedule 3.23 Shareholders”. If, with the express written consent of “Schedule 3.23 Shareholders”, additional treasury shares of the common stock of Surviving Entity Namely “HI SCORE CORPORATION.” are issued, then the same number of free trading shares shall be issued to the “Schedule 3.23 Shareholders” to provide the same percentage of ownership as to before the dilution.
3. Until all post closing covenants are fully satisfied, and from and after the Effective Date, the Board of Directors of Surviving Entity Namely “HI SCORE CORPORATION.” shall at all times be comprised of nominees, Fifty-percent (50%) of whom are selected by Surviving Entity Namely “HI SCORE CORPORATION” and fifty-percent (50%) of whom are selected by “Kevin Tussy” and or his Nominee”. The first such Board of Directors of Surviving Entity Namely “HI SCORE CORPORATION.” shall consist of TWO members and Surviving Entity Namely “HI SCORE CORPORATION.” will be Dror Svorai and Kevin Tussy or his Nominee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Attest:

HI SCORE CORPORATION

by:\_\_\_\_\_

by:\_\_\_\_\_  
Kevin Alan Tussy, President

Attest:

GREEN LED TECHNOLOGY, INC.

by:\_\_\_\_\_

by:\_\_\_\_\_  
Dror Svorai, President

GREEN LED SHAREHOLDERS

\_\_\_\_\_  
Name: Dror Svorai  
Number of Shares 500

**SCHEDULE “A”**

***Schedule “A”:* Letter of Intent Signed On September 04, 2009 between Green Streak Group, Inc. and GREEN LED.**

## **SCHEDULE 2.1**

***Schedule 2.1: Organization. Certificate of incorporation and By-Laws of  
GREEN LED:***

## **SCHEDULE 2.2**

***Schedule 2.2: Ownership of the Stock of GREEN LED :***

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**SCHEDULE 2.3**

*Schedule 2.3: Subsidiaries of GREEN LED, as of August 31, 2009 .*



## **SCHEDULE 2.6**

***Schedule 2.6: Financial Statements and Business Plan of GREEN LED, as of August 31, 2009 .***

## **SCHEDULE 2.7**

### ***Schedule 2.7: Liabilities of GREEN LED :***

To the best of GREEN LED, 's knowledge and belief, it has attached known liability or obligation required to be included in its financial statements, including without limitation, liabilities for or in respect of Taxes and any interest or penalties relating thereto.

## **SCHEDULE 2.8**

***Schedule 2.8: Changes to GREEN LED 's balance sheet.***

None: Since August 31, 2009 (the “GREEN LED, Balance Sheet Date”), GREEN LED has conducted its business only in the ordinary course

## **SCHEDULE 2.9**

### ***Schedule 2.9: Inventory of GREEN LED:***

GREEN LED, has good title to all its inventories free and clear of all Liens. List of the Clean inventory is as follows: (Please Attach List of Encumbered inventory Here)

## **SCHEDULE 2.10**

### ***Schedule 2.10: Accounts Receivable of GREEN LED:***

All of the accounts receivable of GREEN LED, represent amounts receivable for merchandise actually delivered or services actually provided (or, in the case of non-trade accounts or notes, represent amounts receivable in respect of other bona fide business transactions), and have arisen in the ordinary course of business. Here is the list of such Receivable as of August 31, 2009 :

## **SCHEDULE 2.11**

### ***Schedule 2.11: Lease obligations of and Real Property owned by GREEN LED:***

GREEN LED, is not a lessee (or the sublessee or assignee of the lessee) under any leases for real property except as described herein:

GREEN LED, presently owns (beneficially or of record) the real properties described herein.

## **SCHEDULE 2.12**

### ***Schedule 2.12: Debt Instruments of GREEN LED:***

Except as described below, GREEN LED, is not a party to any loan agreements, notes, mortgages, deeds of trust, indentures, security agreements and other agreements, instruments and arrangements, written or oral, which evidence, secure or otherwise relate to any indebtedness of GREEN LED, for borrowed money, other than trade payables.

### **SCHEDULE 2.13**

#### ***Schedule 2.13: Material Agreements of GREEN LED :***

To the best of its knowledge and belief, GREEN LED, is not a party to or bound by any agreement, contract or commitment, oral or written, formal or informal which involve payments or receipts of more than \$10,000 in any single year, or which were entered into other than in the ordinary and usual course of the business of GREEN LED, and which are not listed on any other Schedule hereto (all such agreements are collectively referred to as “Material Agreements”).



## **SCHEDULE 2.14**

**Schedule 2.14: *Patents and Intellectual Property Right of GREEN LED* .**

## **SCHEDULE 2.15**

### **Schedule 2.15: Liens of GREEN LED:**

GREEN LED has good and marketable title (fee or leasehold) to all of its properties and assets, including the properties and assets reflected in the Balance Sheet (except those disposed of in the ordinary course of business since the GREEN LED Balance Sheet Date), free and clear of any Liens

## **SCHEDULE 2.17**

### **Schedule 2.17: *Permits of GREEN LED, :***

GREEN LED, holds material permits, certificates, licenses, registrations, franchises, authorizations, and other approvals from all government authorities (collectively, “Permits”) required under all Laws, which are material to its business. All such Permits are described below and are in full force and effect.

## **SCHEDULE 2.18**

### ***Schedule 2.18: Compliance with Laws, List of Notices and List of Imposed Penalties by Authorities:***

GREEN LED, has complied and is in compliance with all material Laws, except where a failure to be in compliance would not have a material adverse effect on GREEN LED, or its business. To the best of its knowledge, GREEN LED, has not received any notice, citation, summons or order has been issued, no complaint has been filed, no penalty has been assessed, and no investigation or review is pending or threatened by any Government Authority or other entity which has had or could have a material effect on the business of GREEN LED, with respect to any alleged violation by GREEN LED, of any Law.

## **SCHEDULE 2.19**

### **Schedule 2.19: *Environmental Matters of GREEN LED, :***

To the best of its knowledge, GREEN LED, has not received notice that: (a) there has been any discharge, disposal, spillage, emission, escape, pumping, pouring, injection, release, seepage or filtration of any Hazardous Substance (as hereinafter defined) at, upon, under, or within any of GREEN LED, 's properties in violation of any applicable Environmental Laws (as hereinafter defined), which has not been corrected; (b) there has been any transport, disposal, abandonment or discarding by GREEN LED, or its employees, agents or independent contractors, of any Hazardous Substance in violation of any applicable Environmental Laws; or (c) there has been any material violation of or noncompliance with any Environmental Law by GREEN LED, which has not been corrected. As used herein, "Environmental Laws" shall mean any Laws which relate to the environment or human health or safety, including without limitation Laws relating to the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of any Hazardous Substance, and "Hazardous Substance" shall mean (i) any flammable substances, explosives, radioactive materials, hazardous materials, hazardous wastes, toxic substances, pollutants, contaminants or any related materials or substances specified in any applicable Environmental Laws (including any "hazardous substance" as defined in the Comprehensive Environmental Response Compensation Liability Act, 42 U.S.C 6901 et seq.), and (ii) asbestos, polychlorinated biphenyls, radon, petroleum products and urea formaldehyde.

## **SCHEDULE 2.20**

### **Schedule 2.20: Obligations under *Employee Retirement Income Security Act of 1974 as amended* (“ERISA”):**

GREEN LED, does not sponsor or maintain and is not required, either by law or by contract, to contribute to any employee welfare benefit plan, within the meaning of section 3(1) of ERISA, nor to any employee pension benefit plan, within the meaning of section 3(2) of ERISA. GREEN LED, has not contributed to, nor is it required to contribute to, any multiemployer plan, within the meaning of section 3(37) of ERISA.

## **SCHEDULE 2.21**

**Schedule 2.21: *Consents to be obtained by GREEN LED, .***

No consent, approval or authorization of, or registration or filing with, any person or entity, including any Government Authority, is required in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

## **SCHEDULE 2.22**

### **Schedule 2.22: *Pending Litigation or Proceedings against GREEN LED, .***

To the best of its knowledge, GREEN LED, is not aware of any actions, suits, investigations, or proceedings pending or, threatened against GREEN LED, or any of its assets. There are presently no outstanding Judgments against or affecting GREEN LED, or any of its assets or its business, or affecting the GREEN LED, Stock.



## **SCHEDULE 2.23**

### **Schedule 2.23: *Transactions with Related Parties of GREEN LED, :***

GREEN LED, represents that no Related Party has: (a) borrowed money from or loaned money to GREEN LED, ; (b) entered into any contractual relationship with GREEN LED, ; (c) made any claim, express or implied, of any kind whatsoever against GREEN LED, ; (d) obtained any interest in any property or assets owned or used by GREEN LED, ; (e) engaged in any other transaction with GREEN LED, . As used herein: (i) “Related Party” means any officer or director of GREEN LED, , and any affiliate of any of the foregoing or GREEN LED, ; (ii) “affiliate” means any person or entity who controls, is controlled by or is under common control with another person or entity.

## **SCHEDULE 2.24**

**Schedule 2.24: *Compensation Arrangements, Officers and Directors:***

## **SCHEDULE 2.25**

**Schedule 2.25: *Labor Relations of GREEN LED, :***

**SCHEDULE 2.26**

**Schedule 2.26: *Warranty Liability of GREEN LED*, :**

## **SCHEDULE 2.27**

### **Schedule 2.27: *Insurance of GREEN LED, :***

GREEN LED, does not own any insurance policies, nor is it the insured or beneficiary of any policy covering any of its property.

## **SCHEDULE 2.28**

### **Schedule 2.28: *Brokerage or Finder's Fees:***

GREEN LED, has not made any agreement, which might cause any other person to become entitled to a finder's or broker's fee or commission as a result of the transactions contemplated hereunder.

## **SCHEDULE 2.27**

***Schedule 2.27: Breakdown of Ownership of the Restricted 144 Stock of HSCO  
after Merger and Name Change :***

This is not referred to in Agreement

### **SCHEDULE 3.1**

#### ***Schedule 3.1: Organization of HSCO :***

HSCO is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to own and lease its properties, to carry on its business as presently conducted and as proposed to be conducted and to carry out the transactions contemplated by this Agreement. This schedule contains a true, complete and accurate copy of the certificate of Incorporation (the “Certificate of Incorporation”) and by-laws (the “By-Laws”), each as amended to date, of HSCO



### **SCHEDULE 3.2**

*Schedule 3.2: Ownership of the HSCO :*

### **SCHEDULE 3.3**

#### ***Schedule 3.3: Equity Investments on Other Entities:***

HSCO warrants and represents that it does not currently own, directly or indirectly, any capital stock or other proprietary interest in any corporation, association, trust, partnership, limited liability company, limited liability partnership, joint venture or other entity.

### **SCHEDULE 3.4**

#### ***Schedule 3.4: Financial Statements of HSCO :***

Attached as Schedule 3.4 is the balance sheet of HSCO as of August 31, 2009 . The HSCO Financial Statements (a) are true and correct in all material respects, (b) are in accordance with HSCO ' books and records, and (c) present fairly the financial position and results of operations of HSCO as of the dates and for the periods indicated in accordance with generally accepted accounting principles applied on a consistent basis.

### **SCHEDULE 3.5**

#### ***Schedule 3.5: Undisclosed Liabilities of HSCO :***

HSCO has no known liability or obligation required to be included in its financial statements, including without limitation liabilities for or in respect of Taxes (as hereinafter defined) and any interest or penalties relating thereto, except as are reflected in the HSCO Balance Sheet.

### **SCHEDULE 3.6**

#### ***Schedule 3.6: Absence of Changes of HSCO :***

HSCO warrants and represents that since the Balance Sheet Date of August 31, 2009 , there has not been (a) any material adverse change in HSCO ' financial condition, results of operations, assets, liabilities, business or prospects, (b) any material asset or property of HSCO made subject to a lien of any kind except liens for taxes not yet due and payable, (c) any waiver of any valuable right of HSCO , or the cancellation of any debt or claim held by HSCO , (d) any payment of dividends on, or other distribution with respect to, or any direct or indirect redemption or acquisition of, any shares of the capital stock of HSCO or any agreement or commitment therefore, (e) any mortgage, pledge, sale, assignment or transfer of any tangible or intangible assets of HSCO , except in the ordinary course of business, (f) any loan by HSCO to, or any loan to HSCO from, any officer, director, employee, stockholder of HSCO , or any other agreement or commitment therefore, (g) any damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting HSCO ' assets, property, or business, or (h) any change in HSCO ' accounting methods or practices.

### **SCHEDULE 3.7**

#### ***Schedule 3.7: Encumbrances of HSCO :***

HSCO warrants and represents that it has good and marketable title to all of its property and assets, real, personal or mixed, tangible or intangible, free and clear of all liens, security interests, charges and other encumbrances of any kind, except liens for taxes not yet due and payable.

- NONE -

### **SCHEDULE 3.8**

#### ***Schedule 3.8: Burdensome Restrictions of HSCO :***

HSCO is not obligated under any contract or agreement, or subject to any charter or other corporate restriction, which materially and adversely affects its financial condition, results of operations, assets, liabilities, business, or prospects, or could reasonably be expected to do so in the future.

### **SCHEDULE 3.9**

#### ***Schedule 3.9: Intellectual Property Rights of HSCO :***

- HSCO does not own any Intellectual Property Rights nor does it use any Intellectual Property Rights in conducting its business.

- No product or service marketed or sold or proposed to be marketed or sold by HSCO violates or will violate any license or infringes or will infringe any Intellectual Property Rights of another.

-

No royalties or other amounts are payable by the Corporation to any other person by reason of the ownership or use of any Intellectual Property Rights.

There are no claims pending or, to HSCO 's knowledge, threatened with respect to any Intellectual Property Rights necessary or required for the conduct of HSCO's business as currently conducted or as proposed to be conducted, nor does there exist any basis therefore. As used herein, the term "Intellectual Property Rights" means all patents, trademarks, service marks, trade names, copyrights, inventions, trade secrets, know-how, proprietary processes and formulae, applications for patents, trademarks, service marks and copyrights, and other industrial and intellectual property rights.



### **SCHEDULE 3.10**

#### ***Schedule 3.10: Litigations against HSCO :***

HSCO warrants and represents that there is no action, suit, claim, proceeding or investigation, at law, in equity or otherwise, or by or before any governmental instrumentality or other agency, now pending or otherwise affecting HSCO , or, to HSCO 's knowledge, threatened against HSCO or any affiliate of HSCO , and, to HSCO 's knowledge, there exists no basis therefore.

### **SCHEDULE 3.11**

#### ***Schedule 3.11: No Default by HSCO :***

HSCO is not in violation or breach of, or in default under, any provision of (a) its Certificate of incorporation or By-Laws, or (b) any note, indenture, mortgage, lease, contract, purchase order or other instrument, document or agreement to which HSCO is a party or by which it or any of its property is bound or affected or any ruling, writ, injunction, order, judgment or decree of any courts, administrative agency or other governmental body. To HSCO's knowledge, there exists no condition, event or act, which after notice, lapse of time, or both, may constitute a violation or breach of, or a default under any, of the foregoing.

### **SCHEDULE 3.12**

#### ***Schedule 3.12 Claims with Respect to Employment or with Respect to Securities Laws.***

(a) No third party may assert any valid claim against HSCO or any predecessor corporation or affiliate with respect to continued employment by or association with HSCO . (b) No third party may assert any valid claim against HSCO or any predecessor corporation or affiliate with respect to a violation of Applicable Securities Laws

### **SCHEDULE 3.13**

#### ***Schedule 3.13. Taxes obligations of HSCO .***

HSCO has (a) timely filed all returns and reports required to be filed by it with respect to all Taxes, (b) paid all Taxes shown to have become due pursuant to such returns and reports, and (c) paid all other Taxes due, including without limitation Taxes for which a notice of or assessment or demand for payment has been received. All Taxes for periods ended after the HSCO Balance Sheet Date through the date hereof have been paid or are adequately reserved against on the books of HSCO . HSCO has timely filed all information returns or reports which are required to be filed and has accurately reported all information required to be reflected on such returns or reports. There are no proposed assessments of Tax against HSCO or proposed adjustments to any tax returns or reports filed pending against HSCO .

### **SCHEDULE 3.14**

***Schedule 3.14: Consultants.***

HSCO has not registered any shares of its stock on Form S-8 that were issued to third parties in payment of finders, brokers or other similar fees.

### **SCHEDULE 3.15**

#### ***Schedule 3.15: Material Agreements of HSCO :***

HSCO warrants and represents that it is not a party to any written or oral (a) contract with any labor union; (b) contract for the future purchase of fixed assets or for the future purchase of materials, supplies or equipment in excess of normal operating requirements; (c) contract for the employment of any officer, employee or other person or any contract with any person on a consulting basis; (d) bonus, pension, profit-sharing, retirement, stock purchase, stock option, hospitalization, medical insurance or similar plan, contract or understanding in effect with respect to employees or any of them or the employees of others; (e) agreement or indenture relating to the borrowing of money or to the mortgaging, pledging or otherwise placing a lien on any assets of HSCO ; (f) guaranty of any obligation for borrowed money or otherwise; (g) lease or agreement under which HSCO is lessee of or holds or operates any property, real or personal, owned by any other party; (h) lease or agreement under which HSCO is lessor of or permits any third party to hold or operate any property, real or personal, owned or controlled by HSCO ; (i) license or lease agreement with respect to any Intellectual Property Rights; (j) agreement or other commitment for capital expenditures in excess of \$5,000; (k) contract, agreement or commitment under which HSCO is obligated to pay any broker's fees, finder's fees or any such similar fees, to any third party; or (l) any other contract, agreement, arrangement or understanding which is material to HSCO ' business or which is material to a prudent investor's understanding of HSCO ' business. HSCO warrants and represents that it is not engaged in any negotiations, which could lead to any such contract, agreement, arrangement, understanding or commitment.

### **SCHEDULE 3.16**

#### ***Schedule 3.16: ERISA.***

HSCO warrants and represents that neither HSCO nor any entity required to be aggregated with HSCO under Sections 414 (b), (c), (m) or (n) of the Internal Revenue Code of 1986, as amended (the “Code”), sponsors, maintains has any obligation to contribute to, has any liability under, or is otherwise a party to, any Benefit Plan. For purposes of this Agreement, “Benefit Plan” shall mean any plan, fund, program, policy, arrangement or contract, whether formal or informal, which is in the nature of (i) an employee pension benefit plan (as defined in Section (2) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)) or (ii) an employee welfare benefit plan (as defined in Section 3(1) of ERISA).

### **SCHEDULE 3.17**

#### ***Schedule 3.17: Environmental Matters of HSCO :***

Neither HSCO nor any predecessor corporation has caused or allowed, or contracted with any party for, the generation, use, transportation, treatments, storage or disposal of any Hazardous Substances (as defined below) in connection with the operation of its business or otherwise. HSCO, the operation of its business, and any real property that HSCO owns, leases or otherwise occupies or uses (the “Premises”) are in compliance with all applicable Environmental Laws (as defined below) and orders or directives of any governmental authorities having jurisdiction under such Environmental Laws, including, without limitation, any Environmental Laws or orders or directives with respect to any cleanup or remediation of any release or threat of release of Hazardous Substances. Neither the Predecessor Corporation nor HSCO has received any citation, directive, letter or other communication, written or oral, or any notice of any proceeding, claim or lawsuit, from any person arising out of the ownership or occupation of the Premises, or the conduct of its operations, and neither HSCO nor any predecessor corporation is aware of any basis therefore. HSCO has obtained and is maintaining in full force and effect all necessary permits, licenses and approvals required by all Environmental Laws applicable to the Premises and the business operations conducted thereon (including operations conducted by tenants on the Premises), and is in compliance with all such permits, licenses and approvals. Neither the Predecessor Corporation nor HSCO has caused or allowed a release, or a threat of release, of any Hazardous Substance onto, at or near the Premises, and, to HSCO’s knowledge, neither the Premises nor any property at or near the Premises has ever been subject to a release, or a threat of release, of any Hazardous Substance. For the purposes of this Agreement, the term “Environmental Laws” shall mean any federal, state or local law or ordinance or regulation pertaining to the protection of human health or the environment, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601, et seq., the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. Sections 11001, et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq. For purposes of this Agreement, the term “Hazardous Substances” shall mean (i) any flammable substances, explosives, radioactive materials, hazardous materials, hazardous wastes, toxic substances, pollutants, contaminants or any related materials or substances specified in any applicable Environmental Laws (including any “hazardous substance” as defined in the Comprehensive Environmental Response Compensation Liability Act, 42 U.S.C. 6901 et seq.), and (ii) asbestos, polychlorinated biphenyls, radon, petroleum products and urea formaldehyde.



### **SCHEDULE 3.18**

***Schedule 3.18: Federal Reserve Regulations.***

HSCO is not engaged in the business of extending credit for the purpose of purchasing or carrying margin securities (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System).

### **SCHEDULE 3.19**

#### ***Schedule 3.19: Compliance of HSCO :***

HSCO has complied with all federal, state, local and foreign laws applicable to its business and the issuance of its capital stock. HSCO has all federal, state, local and foreign governmental licenses, registrations and permits material to or necessary for the conduct of its business, such licenses, registrations and permits are in full force and effect, and there have been no violations of any such licenses, registrations or permits. No proceeding is pending or, to HSCO 's knowledge, threatened, to revoke or limit any thereof.

### **SCHEDULE 3.20**

#### **Schedule 3.20: *Insurance of HSCO* :**

HSCO does not own any insurance policies, nor is it the insured or beneficiary of any policy covering any of its property.

### **SCHEDULE 3.23**

#### ***Schedule 3.23: Related Transactions.***

HSCO warrants and represents that no director, officer, or employee of HSCO nor any “associate” (as defined in the rules and regulations promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) of any such person is indebted to HSCO , nor is HSCO indebted (or committed to make loans or extend or guarantee credit) to any such person, nor is any such person a party to any transaction (other than as an employee or consultant) with HSCO providing for the furnishing of services by, or rental of real or personal property from, or otherwise requiring cash payments to, any such person.

### **SCHEDULE 3.24**

#### ***Schedule 3.24: Governmental Consent or Approval Required.***

No authorization, consent, approval or other order of, declaration to, or filing with, any governmental agency or body is required to be made or obtained by HSCO for or in connection with the valid and lawful authorization, issuance, sale and delivery of the HSCO Stock, except filings which may be required under applicable securities laws which are not required to be made until after the Closing and which shall be made on a timely basis.

### **SCHEDULE 3.23**

**Schedule 3.23: List of Shareholders to receive additional Shares if HSCO or its successor Dilutes or reverses stock within next 24 months.**

1) To be Provided



ARTICE IX. POST CLOSING COVENANTS-BOARD COMPOSITION AND NON-DILUTION  
CLAUSES

1. GREEN LED, upon completion of this agreement, will agree to a 2 year non- Reverse clause in the Surviving Entity Namely "HI SCORE CORPORATION" stock. As a precondition, all post closing covenants must be met by the former HSCO.
2. For a period of two years after the Effective Date, Surviving Entity Namely "HI SCORE CORPORATION." agrees that the shares of any of the shareholders shown on Schedule 3.23 hereinafter Called "Schedule 3.23 Shareholders" shall not be subject to dilution in any manner, absent the express written consent of those specific shareholders shown in schedule 3.23, and during such period, Surviving Entity Namely "HI SCORE CORPORATION." or its successor shall take no action, directly or indirectly, to dilute or attempt to dilute the Shares issued to "Schedule 3.23 Shareholders". If, with the express written consent of "Schedule 3.23 Shareholders", additional treasury shares of the common stock of Surviving Entity Namely "HI SCORE CORPORATION." are issued, then the same number of free trading shares shall be issued to the "Schedule 3.23 Shareholders" to provide the same percentage of ownership as to before the dilution.
3. Until all post closing covenants are fully satisfied, and from and after the Effective Date, the Board of Directors of Surviving Entity Namely "HI SCORE CORPORATION." shall at all times be comprised of nominees, Fifty-percent (50%) of whom are selected by Surviving Entity Namely "HI SCORE CORPORATION" and fifty-percent (50%) of whom are selected by "Kevin Tussy" and or his Nominee". The first such Board of Directors of Surviving Entity Namely "HI SCORE CORPORATION." shall consist of TWO members and Surviving Entity Namely "HI SCORE CORPORATION." will be Dror Svorai and Kevin Tussy or his Nominee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Attest:

HI SCORE CORPORATION

by: \_\_\_\_\_


by:   
Kevin Alan Tussy, President



Attest:

by: 

GREEN LED TECHNOLOGY, INC.

by:   
Dror Svorai, President

GREEN LED SHAREHOLDERS

  
Name: Dror Svorai  
Number of Shares 500



P100000055199

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

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TALLAHASSEE, FLORIDA

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W10-31618

FLORIDA RESEARCH & FILING SERVICES, INC.  
1211 CIRCLE DRIVE  
TALLAHASSEE, FL 32301  
PHONE (850)656-6446

OFFICE USE ONLY

WALK-IN

ENTITY NAME:

HI SCORE CORP

PLEASE USE \$70.00 BEING HELD FOR *W10000009873*  
Ck# 4710 for \$58.75

PLEASE FILE THE ATTACHED ARTICLES & RETURN THE FOLLOWING:

\_\_\_ CERTIFIED COPY

XXX STAMPED COPY

\_\_\_ CERTIFICATE OF STATUS

Examiner's Initials



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

July 2, 2010

FLORIDA RESEARCH & FILING SERVICES, INC.

SUBJECT: HI SCORE CORPORATION  
Ref. Number: W10000031618

We have received your document for HI SCORE CORPORATION and your check(s) totaling \$128.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

Please select a new name and make the correction in all appropriate places. One or more major words may be added to make the name distinguishable from the one presently on file.

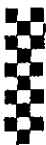
**Adding "of Florida" or "Florida" to the end of a name is not acceptable.**

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6962.

Valerie Herring  
Regulatory Specialist II  
New Filing Section

Letter Number: 410A00016207



06-30 16:01

YIZHAQ SVORAI 9549267296 >> 1-954-922-5742

NO. 0/40 P. 1/2

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10 JUL -1 PM 12:11  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

June 30, 2010

Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

SUBJECT: Hi Score Corporation

To whom it may concern:

Enclosed is an original and one (1) copy of the Certificate of Domestication and a check for \$128.75 representing the filing fees for the Certificate of Domestication and Articles of Incorporation of Hi Score Corporation.

Please withdrawal the application filed by Hi Score Corp to transact business as a foreign corporation on February 26, 2010 (Document Number W10000009873).

Please file the attached certificate of domestication and articles of incorporation.

Return the filing to our attorney, Brenda Hamilton 101 Plaza Real South, Suite 201 South, Boca Raton Florida 33432. Please contact Ms. Hamilton at 561-416-8956 should you have questions concerning the filing.

Thank You

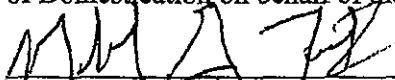
Dror Svorai

## CERTIFICATE OF DOMESTICATION

The undersigned, Michael Zoyes is the President and a Director of Hi Score Corporation, a foreign corporation, in accordance with s. 607.1801, Florida Statutes, does hereby certify:

1. The date on which corporation was first formed was July 25, 1997.
2. The jurisdiction where the above named Corporation was first formed, incorporated, or otherwise came into being was Delaware.
3. The name of the Corporation immediately prior to the filing of this Certificate of Domestication was Hi Score Corporation, a Delaware Corporation.
4. The name of the Corporation, as set forth in its articles of incorporation, to be filed pursuant to Florida Statute 607.0202 and 607.0401 with this certificate is Hi Score Corporation.
5. The jurisdiction that constituted the seat, siege social, or principal place of business, central administration of the corporation, or any other equivalent jurisdiction under applicable law, immediately before the filing of the Certificate of Domestication was Delaware.
6. Attached are Florida articles of incorporation to complete the domestication requirements pursuant to s. 607.1801.

I am Michael Zoyes, of Hi Score Corporation and am authorized to sign this Certificate of Domestication on behalf of the Corporation and have done so this the June 30, 2010.

  
\_\_\_\_\_  
Michael Zoyes, President

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

10 JUL -1 PM 12:11

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Articles of Incorporation

In compliance with chapter 607, Florida Statutes

Article I Name

The name of the corporation shall be Hi Score Corporation.

Article II Principal Office

The principal mailing address of the corporation is 1909 Tigertail Blvd. Dania Beach, Fl. 33004.

Article III Purpose

The purpose for which the corporation is organized any and all lawful purpose.

Article IV Shares

The number of shares of stock the corporation is authorized to issue is 100,000,000 shares. 90,000,000 shall be common shares and 10,000,000 shall be preferred shares.

Article V. Initial Directors and/or Officers

Michael Zoyes is the president and a director of the Corporation and Joseph Anounou is the vice president and a directors of the Corporation.

Article VI Initial Registered Agent and Street Address

The name and Florida street address of the registered agent is:

Brenda Lee Hamilton, Esquire  
Hamilton & Lehrer, P.A.  
101 Plaza Real South Suite 201 South  
Boca Raton Florida 33432

Article VII Incorporator


The name and address of the incorporator is Michael Zoyes and his address is 1909 Tigertail Blvd. Dania Beach, Fl. 33004.

Registered Agent

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

  
Brenda Lee Hamilton, June 30, 2010

Signature/Registered Agent and Date

  
Michael Zoyes - President

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

10 JUL - 1 PM 12:14

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BYLAWS  
OF  
ORO RICO MINING CORPORATION

ARTICLE I

OFFICES

Section 1. Offices:

The principal office of the Corporation shall be determined by the Board of Directors, and the Corporation shall have other offices at such places as the Board of Directors may from time to time determine.

ARTICLE II

STOCKHOLDER'S MEETINGS

Section 1. Place:

The place of stockholders' meetings shall be the principal office of the Corporation unless some other place shall be determined and designated from time to time by the Board of Directors.

Section 2. Annual Meeting:

The annual meeting of the stockholders of the Corporation for the election of directors to succeed those whose terms expire, and for the transaction of such other business as may properly come before the meeting, shall be held each year on a date to be determined by the Board of Directors.

Section 3. Special Meetings:

Special meetings of the stockholders for any purpose or purposes may be called by the President, the Board of Directors, or the holders of ten percent (10%) or more of all the shares entitled to vote at such meeting, by the giving of notice in writing as hereinafter described.

Section 4. Voting:

At all meetings of stockholders, voting may be viva voce; but any qualified voter may demand a stock vote, whereupon such vote shall be taken by ballot and the Secretary shall record the name of the stockholder voting, the number of shares voted, and, if such vote shall be by proxy, the name of the proxy holder. Voting may be in person or by proxy appointed in writing, manually signed by the stockholder or his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided therein.

Each stockholder shall have such rights to vote as the Articles of Incorporation provide for each share of stock registered in his name on the books of the Corporation, except where the transfer books of the Corporation shall have been closed or a date shall have been fixed as a record date, not to exceed, in any case, fifty (50) days preceding the meeting, for the

determination of stockholders entitled to vote. The Secretary of the

Corporation shall make, at least ten (10) days before each meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Corporation and shall be subject to inspection by any stockholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any stockholder during the whole time of the meeting.

#### Section 5. Order of Business:

The order of business at any meeting of stockholders shall be as follows:

1. Calling the meeting to order.
2. Calling of roll.
3. Proof of notice of meeting.
4. Report of the Secretary of the stock represented at the meeting and the existence or lack of a quorum.
5. Reading of minutes of last previous meeting and disposal of any unapproved minutes.
6. Reports of officers.
7. Reports of committees.
8. Election of directors, if appropriate.
9. Unfinished business.
10. New business.
11. Adjournment.
12. To the extent that these Bylaws do not apply, Roberts' Rules of Order shall prevail.



## ARTICLE III

### BOARD OF DIRECTORS

#### Section 1. Organization and Powers:

The Board of Directors shall constitute the policy-making or legislative authority of the Corporation. Management of the affairs, property, and business of the Corporation shall be vested in the Board of Directors, which shall consist of not less than one nor more than ten members, who shall be elected at the annual meeting of stockholders by a plurality vote for a term of one (1) year, and shall hold office until their successors are elected and qualify. Directors need not be stockholders. Directors shall have all powers with respect to the management, control, and determination of policies of the Corporation that are not limited by these Bylaws, the Articles of Incorporation, or by statute, and the enumeration of any power shall not be considered a limitation thereof.

#### Section 2. Vacancies:

Any vacancy in the Board of Directors, however caused or created, shall be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board, or at a special meeting of the stockholders called for that purpose. The directors elected to fill vacancies shall hold office for the unexpired term and until their successors are elected and qualify.

#### Section 3. Regular Meetings:

A regular meeting of the Board of Directors shall be held, without other notice than this Bylaw, immediately after and at the same place as the annual meeting of stockholders or any special meeting of stockholders at which a director or directors shall have been elected. The Board of Directors may provide by resolution the time and place, either within or without the State of Colorado, for the holding of additional regular meetings without other notice than such resolution.

#### Section 4. Special Meetings:

Special meetings of the Board of Directors may be held at the principal office of the Corporation, or such other place as may be fixed by resolution of the Board of Directors for such purpose, at any time on call of the President or of any member of the Board, or may be held at any time and place without notice, by unanimous written consent of all the members, or with the presence and participation of all members at such meeting. A resolution in writing signed by all the directors shall be as valid and effectual as if it had been passed at a meeting of the directors duly called, constituted, and held.

#### Section 5. Notices:

Notices of both regular and special meetings, save when held by unanimous consent or participation, shall be mailed by the Secretary to each member of the Board not less than three days before any such meeting and

notices of special meetings may state the purposes thereof. No failure or irregularity of notice of any regular meeting shall invalidate such meeting or any proceeding thereat.

#### Section 6. Quorum and Manner of Acting:

A quorum for any meeting of the Board of Directors shall be a majority of the Board of Directors as then constituted. Any act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Any action of such majority, although not at a regularly called meeting, and the record thereof, if assented to in writing by all of the other members of the Board, shall always be as valid and effective in all respects as if otherwise duly taken by the Board of Directors.

#### Section 7. Executive Committee:

The Board of Directors may by resolution of a majority of the Board designate two (2) or more directors to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the Corporation; but the designation of such committee and the delegation of authority thereto shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed on it or him by law.

#### Section 8. Order of Business:

The order of business at any regular or special meeting of the Board of Directors, unless otherwise prescribed for any meeting by the Board, shall be as follows:

1. Reading and disposal of any unapproved minutes.
2. Reports of officers and committees.
3. Unfinished business.
4. New business.
5. Adjournment.
6. To the extent that these Bylaws do not apply, Roberts' Rules of Order shall prevail.

#### Section 9. Remuneration:

No stated salary shall be paid to directors for their services as such, but, by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board. Members of special or standing committees may be allowed like compensation for attending meetings. Nothing herein contained shall be construed to preclude any director from receiving compensation for serving the Corporation in any other capacity, subject to such resolutions of the Board of Directors as may then govern receipt of such compensation.

# ARTICLE IV

## OFFICERS

### Section 1. Titles:

The officers of the Corporation shall consist of a President, one or more Vice Presidents, a Secretary, and a Treasurer, who shall be elected by the directors at their first meeting following the annual meeting of stockholders. Such officers shall hold office until removed by the Board of Directors or until their successors are elected and qualify. The Board of Directors may appoint from time to time such other officers as it deems desirable who shall serve during such terms as may be fixed by the Board at a duly held meeting. The Board, by resolution, shall specify the titles, duties and responsibilities of such officers.

### Section 2. President:

The President shall preside at all meetings of stockholders and, in the absence of a, or the, Chairman of the Board of Directors, at all meetings of the directors. He shall be generally vested with the power of the chief executive officer of the Corporation and shall countersign all certificates, contracts, and other instruments of the Corporation as authorized by the Board of Directors or required by law. He shall make reports to the Board of Directors and stockholders and shall perform such other duties and services as may be required of him from time to time by the Board of Directors.

### Section 3. Vice President:

The Vice President shall perform all the duties of the President if the President is absent or for any other reason is unable to perform his duties and shall have such other duties as the Board of Directors shall authorize or direct.

### Section 4. Secretary:

The Secretary shall issue notices of all meetings of stockholders and directors, shall keep minutes of all such meetings, and shall record all proceedings. He shall have custody and control of the corporate records and books, excluding the books of account, together with the corporate seal. He shall make such reports and perform such other duties as may be consistent with his office or as may be required of him from time to time by the Board of Directors.

### Section 5. Treasurer:

The Treasurer shall have custody of all moneys and securities of the Corporation and shall have supervision over the regular books of account. He shall deposit all moneys, securities, and other valuable effects of the Corporation in such banks and depositories as the Board of Directors may designate and shall disburse the funds of the Corporation in payment of just debts and demands against the Corporation, or as they may be ordered by the Board of Directors, shall render such account of his transactions as may be

required of him by the President or the Board of Directors from time to time and shall otherwise perform such duties as may be required of him by the Board

of Directors.

The Board of Directors may require the Treasurer to give a bond indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, or any other act of fraud or dishonesty resulting from his duties as Treasurer of the Corporation, which bond shall be in such amount as appropriate resolution or resolutions of the Board of Directors may require.

#### Section 6. Vacancies or Absences:

If a vacancy in any office arises in any manner, the directors then in office may choose, by a majority vote, a successor to hold office for the unexpired term of the officer. If any officer shall be absent or unable for any reason to perform his duties, the Board of Directors, to the extent not otherwise inconsistent with these Bylaws, may direct that the duties of such officer during such absence or inability shall be performed by such other officer or subordinate officer as seems advisable to the Board.

#### Section 7. Compensation:

No officer shall receive any salary or compensation for his services unless and until the Board of Directors authorizes and fixes the amount and terms of such salary or compensation.

### ARTICLE V

#### STOCK

#### Section 1. Regulations:

The Board of Directors shall have power and authority to take all such rules and regulations as they deem expedient concerning the issue, transfer, and registration of certificates for shares of the capital stock of the Corporation. The Board of Directors may appoint a Transfer Agent and/or a Registrar and may require all stock certificates to bear the signature of such Transfer Agent and/or Registrar.

#### Section 2. Restrictions on Stock:

The Board of Directors may restrict any stock issued by giving the Corporation or any stockholder "first right of refusal to purchase" the stock, by making the stock redeemable or by restricting the transfer of the stock, under such terms and in such manner as the directors may deem necessary and as are not inconsistent with the Articles of Incorporation or by statute. Any stock so restricted must carry a stamped legend setting out the restriction or conspicuously noting the restriction and stating where it may be found in the records of the Corporation.

## ARTICLE VI

### DIVIDENDS AND FINANCES

#### Section 1. Dividends:

Dividends may be declared by the directors and paid out of any funds legally available therefor under the laws of Colorado, as may be deemed advisable from time to time by the Board of Directors of the Corporation. Before declaring any dividends, the Board of Directors may set aside out of net profits or earned or other surplus such sums as the Board may think proper as a reserve fund to meet contingencies or for other purposes deemed proper and to the best interests of the Corporation.

#### Section 2. Monies:

The monies, securities, and other valuable effects of the Corporation shall be deposited in the name of the Corporation in such banks or trust companies as the Board of Directors shall designate and shall be drawn out or removed only as may be authorized by the Board of Directors from time to time.

#### Section 3. Fiscal Year:

Unless and until the Board of Directors by resolution shall determine the fiscal year of the Corporation.

## ARTICLE VII

### AMENDMENTS

These Bylaws may be altered, amended, or repealed by the Board of Directors by resolution of a majority of the Board.

## ARTICLE VIII

### INDEMNIFICATION

The Corporation shall indemnify any and all of its directors or officers, or former directors or officers, or any person who may have served at its request as a director or officer of another corporation in which this Corporation owns shares of capital stock or of which it is a creditor and the personal representatives of all such persons, against expenses actually and necessarily incurred in connection with the defense of any action, suit, or proceeding in which they, or any of them, were made parties, or a party, by reason of being or having been directors or officers or a director or officer of the Corporation, or of such other corporation, except in relation to matters as to which any such director or officer or person shall have been adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of any duty owed to the Corporation. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled, independently of this Article, by law, under any Bylaw agreement, vote of stockholders, or otherwise.

ARTICLE IX

CONFLICTS OF INTEREST

No contract or other transaction of the Corporation with any other persons, firms or corporations, or in which the Corporation is interested, shall be affected or invalidated by the fact that any one or more of the directors or officers of the Corporation is interested in or is a director or officer of such other firm or corporation; or by the fact that any director or officer of the Corporation, individually or jointly with others, may be a party to or may be interested in any such contract or transaction.

2773D

P1000055199

Florida Department of State  
Division of Corporations  
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HI SCORE CORPORATION**

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TALLAHASSEE, FLORIDA

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CORPORATE CREATIONS

PAGE 02/10

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July 26, 2010

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

HI SCORE CORPORATION  
1909 TIGERTAIL BLVD.  
DANIA BEACH, FL 33004

SUBJECT: HI SCORE CORPORATION  
REF: P10000055199

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Please state what you are amending. In section E on the second page of the amendment form it says "see attached" but there were not any attachments included.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey  
Regulatory Specialist II

FAX Aud. #: H10000169178  
Letter Number: 010A00018030

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TALLAHASSEE, FLORIDA

P.O. BOX 6327 - Tallahassee, Florida 32314



H10000169178

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2010 JUL 26 AM 9:22

SECRETARY OF STATE  
TALLAHASSEE, FLORIDAArticles of Amendment  
to  
Articles of Incorporation  
of

Hi Score Corporation

(Name of Corporation as currently filed with the Florida Dept. of State)

P10000055199

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:A. If amending name, enter the new name of the corporation:

Not Applicable

The new

name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:

Not Applicable

(Principal office address MUST BE A STREET ADDRESS)C. Enter new mailing address, if applicable:

Not Applicable

(Mailing address MAY BE A POST OFFICE BOX)D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

Not Applicable

New Registered Office Address:

(Florida street address)

Not Applicable

(City)

Florida  
(Zip Code)New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

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If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:  
(Attach additional sheets, if necessary)

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
	Not Applicable		<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

II. If amending or adding additional Articles, enter change(s) here:  
(attach additional sheets, if necessary). (Be specific)

See Attached.

IV. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:  
(if not applicable, indicate N/A)

Not Applicable

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The date of each amendment(s) adoption: July 8, 2010Effective date if applicable: Not Applicable (date of adoption is required)  
(no more than 90 days after amendment file date)

Adoption of Amendment(s)

(CHECK ONE)

☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval

by \_\_\_\_\_"  
(voting group)☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.Dated July 9, 2010

Signature



(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Michael Zoyes

(Typed or printed name of person signing)

President

(Title of person signing)

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Article IV of the Corporation's Articles of Incorporation is deleted in its entirety and replaced with the following:

Article IV Shares

The Corporation is authorized to issue two classes of stock.

**Common Shares**

One class of stock shall be common stock, par value \$0.0001, of which the Corporation shall have the authority to issue 490,000,000 shares.

**Preferred Shares**

The second class of stock shall be preferred stock, par value \$0.0001, of which the Corporation shall have the authority to issue 10,000,000 shares.

The Board of Director(s) of the Corporation may authorize the issuance from time to time of shares of its stock of any class, whether now or hereafter authorized, or securities convertible into shares of its stock of any class, whether now or hereafter authorized, for such consideration as the Board of Director(s) may deem advisable, subject to such restrictions or limitation, if any, as may be set forth in the bylaws of the Corporation.

Of the 10,000,000 shares of preferred stock authorized, 1,000,000 shall be designated as Series A Preferred Stock and the rest shall be designated from time to time by the Board of Directors and which shall have the designations, powers, preferences and relative and other special rights and the following qualifications, limitations and restrictions set forth below:

**Series A Preferred Stock:**

1) Designations and Amounts. The Board of Directors of the Company, pursuant to authority granted in the Articles of Incorporation, hereby creates a series of preferred stock designated as Series A Preferred Stock (the "Series A Preferred Stock") with a stated value of \$0.00001 per share. The number of authorized shares constituting the Series A Preferred Stock shall be One Million (1,000,000) shares.

2) Dividends. The holders of Series A Preferred Stock shall be entitled to receive dividends, payable via cash or stock in parity with the common stock holders.

3) Voting. Except as otherwise required by law or expressly provided herein, the holders of shares of Series A Preferred Stock shall be entitled to vote on all matters submitted to a vote of the stockholders of the Company and shall have ten thousand (10,000) votes for every one (1) Share of Series A Preferred Stock held pursuant to the provisions hereof at the record date for the determination of stockholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken. Except as otherwise required by law or expressly

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provided herein, the holders of shares of Series A Preferred Stock and common stock shall vote together as a single class, and not as separate classes.

4) Conversion.

a) Conversion Rate. The Shares of Series A Preferred Stock shall be convertible at the option of the Holder into one thousand (1000) shares of common stock any such shares into fully paid and non-assessable shares of common stock.

b) Method of Conversion. Before any holder of Series A Preferred Stock shall be entitled to convert the same into shares of common stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any transfer agent for the Series A Preferred Stock, and shall give written notice 15 business days prior to date of conversion to the Company at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of common stock are to be issued. The Company shall, within five business days, issue and deliver at such office to such holder of Series A Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of common stock to which such holder shall be entitled as aforesaid. Conversion shall be deemed to have been effected on the date when delivery of notice of an election to convert and certificates for shares is made, and such date is referred to herein as the "Conversion Date."

c) Partial Conversion. In the event of the conversion of some but not all of the shares of Series A Preferred Stock represented by a certificate or certificates surrendered, the Company shall execute and deliver to or on the order of the holder, at the expense of the Company, a new certificate representing the number of shares of Series A Preferred Stock which were not converted.

d) Status of Converted Stock. In the event any shares of Series A Preferred Stock shall be converted or otherwise acquired by the Company, the shares so converted shall be canceled and shall resume the status of authorized shares of preferred stock without differentiation as to series. All such shares may be reissued as part of a new series of preferred stock subject to the conditions and restrictions on issuance set forth in the Articles of Incorporation or in any certificate of designation creating a series of preferred stock or any similar stock or as otherwise required by law.

e) Transfer Taxes. The Company shall pay all documentary, stamp or other transactional taxes attributable to the issuance or delivery of shares of common stock upon conversion of any shares of Series A Preferred Stock, provided that the Company shall not be required to pay any taxes which may be payable in respect of any transfer involved in the issuance or delivery of any certificate for such shares in a name other than that of the holder of the shares of Series A Preferred Stock in respect of which such shares are being issued.

f) Adjustments to Conversion Rate.

i) Subdivisions, Combinations, or Consolidations of Common Stock. In the event the outstanding shares of common stock shall be subdivided, combined or consolidated, by stock split, stock dividend, combination or like event, into a greater or lesser number of shares of

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common stock after the effective date of this Certificate of Designation, the Series A Conversion Rate in effect immediately prior to such subdivision, combination, consolidation or stock dividend shall, concurrently with the effectiveness of such subdivision, combination or consolidation, be proportionately adjusted as more fully set forth in Section 4(t)(ii).

ii) Adjustment for Common Stock Dividends and Distributions. If the Company at any time subdivides, combines or consolidates the outstanding shares of common stock as contemplated by Section 4(f)(i), in each such event the Series A Conversion Rate that is then in effect shall be adjusted as of the time of such event by multiplying the Series A Conversion Rate then in effect by a fraction (x) the numerator of which is the total number of shares of common stock issued and outstanding immediately after the time of such subdivision, combination or consolidation, and (y) the denominator of which is the total number of shares of common stock issued and outstanding immediately prior to such subdivision, combination or consolidation.

iii) Reclassifications and Reorganizations. In the case, at any time after the date hereof, of any capital reorganization, merger or any reclassification of the stock of the Company (other than solely as a result of a stock dividend or subdivision, split-up or combination of shares), the Series A Conversion Rate then in effect shall, concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted and the terms of the Series A Preferred Stock shall be deemed amended such that the shares of the Series A Preferred Stock shall, after such reorganization or reclassification, be convertible into the kind and number of shares of stock or other securities or property of the Company or otherwise to which such holder would have been entitled if immediately prior to such reorganization or reclassification, the holder's shares of the Series A Preferred Stock had been converted into common stock.

iv) Distributions Other Than Cash Dividends Out of Retained Earnings. If the Company shall declare a cash dividend upon its common stock payable otherwise than out of retained earnings or shall distribute to holders of its common stock shares of its capital stock (other than shares of common stock and other than as otherwise would result in an adjustment pursuant to this Section 4(f)), stock or other securities of other persons, evidences of indebtedness issued by the Company or other persons, assets (excluding cash dividends) or options or rights (excluding options to purchase and rights to subscribe for common stock or other securities of the Company convertible into or exchangeable for common stock), then, in each such case, provision shall be made so that the holders of Series A Preferred Stock shall receive upon conversion thereof, in addition to the number of shares of common stock receivable thereupon, the amount of securities of the Company and other property which they would have received had their Series A Preferred Stock been converted into common stock on the date of such event and had they thereafter, during the period from the date of such event to and including the date of conversion, retained such securities and other property receivable by them as aforesaid during such period, subject to all other adjustments called for during such period under this Section 4(f) with respect to the rights of the holders of the Series A Preferred Stock.

g) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series A Conversion Rate pursuant to Section 4(f), the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of the Series A Preferred Stock a certificate setting forth such adjustment or

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readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, upon the written request at any time of any holder of Series A Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments; (ii) the Series A Conversion Rate at the time in effect; and (iii) the number of shares of common stock and the amount, if any, of other securities, cash or property which at the time would be received upon the conversion of the Series A Preferred Stock.

h) Fractional Shares. Fractional shares of Series A Preferred Stock may be issued and all conversion, voting and other rights shall be applied to such fractional shares on a proportional basis; provided, however, that in lieu of any fractional shares of common stock to which the holder of Series A Preferred Stock would be entitled upon conversion or otherwise pursuant hereto, the Company shall issue to such holder, one whole share of common stock. The number of whole shares to be issuable to each holder upon such conversion shall be determined on the basis of the number of shares of common stock issuable upon conversion of the total number of shares of Series A Preferred Stock of such holder at the time converting into common stock.

#### 5) Liquidation.

a) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, the assets of the Company available for distribution to stockholders shall be distributed among the holders of the shares of Series A Preferred Stock and common stock, pro rata based on the number of shares held by each such holder, treating for this purpose all such securities as if they had been converted to common stock pursuant to the terms hereof immediately prior to such dissolution, liquidation or winding up of the Company.

b) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company which will involve the distribution of assets other than cash, the Company shall promptly engage an independent appraiser to determine the fair market value of the assets to be distributed to the holders of shares of its capital stock. The Company shall, upon receipt of such appraiser's valuation, give prompt written notice to each holder of shares of Series A Preferred Stock of the appraiser's valuation. Any equity securities of other entities to be distributed shall be valued as follows: (i) if the common stock is listed on a national securities exchange or NASDAQ, the last sale price of the common stock in the principal trading market for the common stock on such date or, if there are no sales common stock on that date, then on the next preceding date on which there were any sales of common shares, as reported by the exchange or NASDAQ, as the case may be; or (ii) if the common stock is not listed on a national securities exchange or NASDAQ, but is traded in the over-the-counter market, the closing bid price for the common stock on such date, as quoted by the OTC Bulletin Board or the National Quotation Bureau, Incorporated or similar publisher of such quotations or, if there are no sales common stock on that date, then on the next preceding date on which there were any sales of common shares, as quoted by the OTC Bulletin Board or the National Quotation Bureau, Incorporated or similar publisher of such quotations, as the case may be; or (iii) if the fair market value of the common stock cannot be determined pursuant to clause (i) or (ii) above, such price as the Board of Directors of the Company shall reasonably determine, in good faith.

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5) Registration Rights. None.

6) Redemption. Series A Preferred Shares are not redeemable.

7) No Impairment. Except and to the extent as waived or consented to by the holder, or as otherwise provided herein, the Company shall not by any action, including, without limitation, amending its Articles of Incorporation or Bylaws, or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of the Series A Preferred Stock, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of holders as set forth in this Certificate of Designations against impairment.

8) Loss, Theft, Destruction of Series A Preferred Stock Certificates. Upon receipt of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of shares of Series A Preferred Stock and, in the case of any such loss, theft or destruction, upon receipt of indemnity or security reasonably satisfactory to the Company, or, in the case of any such mutilation, upon surrender and cancellation of the Series A Preferred Stock, the Company shall make, issue and deliver, in lieu of such lost, stolen, destroyed or mutilated shares of Series A Preferred Stock, new shares of Series A Preferred Stock of like tenor. The Series A Preferred Stock shall be held and owned upon the express condition that the provisions of this Section are exclusive with respect to the replacement of mutilated, destroyed, lost or stolen shares of Series A Preferred Stock and shall preclude any and all other rights and remedies notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement of negotiable instruments or other securities without the surrender thereof.

9) Notices. The holders of the Series A Preferred Stock shall be entitled to receive all communications sent by the Company to the holders of the common stock. Any notice required by the provisions of this Section 10 to be given to the holder of shares of the Series A Preferred Stock shall be deemed given when personally delivered to such holder or five business days after the same has been deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Company.

10) Severability. If any right, preference or limitation of the Series A Preferred Stock set forth herein is invalid, unlawful or incapable of being enforced by reason of any rule, law or public policy, all other rights, preferences and limitations set forth herein that can be given effect without the invalid, unlawful or unenforceable right, preference or limitation shall nevertheless remain in full force and effect, and no right, preference or limitation herein shall be deemed dependent upon any other such right, preference or limitation unless so expressed herein.

11) Seniority. The Series A Preferred Stock shall be senior to any additional Series of Preferred Stock issued by the Company.