Santaro Interactive Entertainment Co.

Annual Report
For Period Ending
December 31, 2016

Santaro Interactive Entertainment Co.

INFORMATION STATEMENT

Annual Report for
Period Ending
December 31, 2016

January 29, 2017
(Date of this Information Statement)

Santaro Interactive Entertainment Co.
(Exact name of issuer as specified in its charter)

NEVADA (State of other jurisdiction of incorporation or organization)	**27-1571493** Federal ID Number
1333 N. Buffalo Dr. **Las Vegas, NV** (Address of Principal Executive Office)	**89108** (Zip Code)

The number of shares outstanding of each of the Registrant's classes of common equity, as of the date of this Information Statement, are as follows:

Common Stock, $0.001 par value (Class of Securities Quoted)	**169,875,000** (Number of Shares Outstanding)

Santaro Interactive Entertainment Co.

Information and Disclosure Statement

January 29, 2017

All information furnished herein has been prepared by the Secretary and Custodian of Santaro Interactive Entertainment Co. from the books and records made available for Santaro Interactive Entertainment Co. ("STIE"), including past 10-K and 10-Q filings of STIE as well as documents and information associated with expenses incurred in the last two years, in accordance with rule 15c2-11(a)(5) promulgated under the Securities and Exchange Act of 1934, as amended, and is intended as information to be used by security Broker-Dealers.

No Dealer, salesman or any other person has been authorized to give any information or to make any representations not contained herein in connection with Santaro Interactive Entertainment Co. Any representations not contained herein, must not be relied upon as having been made or authorized by Santaro Interactive Entertainment Co.

Delivery of this information and disclosure statement does not imply that the information contained herein is correct as of any time subsequent to the date first written above.

SPECIAL NOTE REGARDING FORWARD LOOKING STATEMENTS

This Information and Disclosure Statement may contain forward-looking statements that involve assumptions, and describe our future plans, strategies, and expectations. Such statements are generally identifiable by use of the words "may," "will," "should," "expect," "anticipate," "estimate," "believe," "intend," "project," or the negative of these words, or other variations on these words or comparable terminology. These statements are expressed in good faith and based upon a reasonable basis when made, but there can be no assurance that these expectations will be achieved or accomplished.

Such forward-looking statements include statements regarding, among other things, (a) the potential markets for the Company products, potential profitability, and/or cash flows (b) growth strategies, (c) anticipated trends in our industry, (d) future financing plans, and (e) anticipated needs for working capital. This information may involve known and unknown risks, uncertainties, and other factors that may cause actual results, performance, or achievements to be materially different from the future results, performance, or achievements expressed or implied by any forward-looking statements. These statements may be found throughout this document.

Actual events or results may differ materially from those discussed in forward-looking statements as a result of various factors. In light of these risks and uncertainties, there can be no assurance that the forward-looking statements contained in this Disclosure Statement will in fact occur. In addition to the information expressly required to be included in this filing, we will

provide such further material information, if any, as may be necessary to ensure that the required statements, in light of the circumstances under which they are made, are not misleading.

Although forward-looking statements in this Disclosure Statement reflect the good faith judgment of our management, forward-looking statements are inherently subject to known and unknown risks, business, economic and other risks and uncertainties that may cause actual results to be materially different from those discussed in these forward-looking statements. Readers are urged not to place undue reliance on these forward-looking statements, which speak only as of the date of this Disclosure Statement.

We assume no obligation to update any forward-looking statements in order to reflect any event or circumstance that may arise after the date of this report, other than as may be required by applicable law or regulation. Readers are urged to carefully review and consider the various disclosures made in any other reports filed with the Securities and Exchange Commission, which attempt to advise interested parties of the risks and factors that may affect our business, financial condition, results of operation and cash flows. If one or more of these risks or uncertainties materialize, or if the underlying assumptions prove incorrect, our actual results may vary materially from those expected or projected.

All references in this Disclosure Statement to the terms “we”, “our”, “us”, “Santaro” and “the Company” refer to Santaro Interactive Entertainment Company on a non-consolidated basis without applying to any past or present subsidiary of Santaro Interactive Entertainment Company.

CURRENT INFORMATION REGARDING

Santaro Interactive Entertainment Co.
A Nevada Corporation

The information is furnished pursuant to Rule 15c2-11 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. The items and attachments generally follow the format set forth in Rule 15c2-11.

1. Exact name of Company and its predecessor (If any)

The exact name of the issuer is Santaro Interactive Entertainment Co. (herein sometimes called "STIE," the "Company," or the "Issuer"). We were incorporated as Santaro Interactive Entertainment Co. on December 30, 2009, in the State of Nevada for the purpose of developing and operating web-based multiplayer online games.

Pursuant to a Letter of Intent, the Company intends to have its wholly-owned subsidiary company, STIE Acquisition, Inc., merge with Kestrel Transportation, LLC, in the first quarter of 2017 with Kestrel Transportation LLC being the surviving subsidiary corporate entity resulting from that merger.

Control of the issuer STIE will be transitioned to the owners of Kestrel Transportation LLC with the finalization of, and in consideration for, this merger, and STIE shall be re-named Kestrel Transportation, Inc. at that time. Kestrel Transportation, Inc. shall seek formal approval of the name change with the Financial Industry Regulatory Authority within the 1st quarter of 2017.

With the Custodial control of STIE, the closure of the merger, and closure of the Custodianship of STIE, all other subsidiaries (except for STIE Acquisition, Inc. and/or Kestrel Transportation, LLC) will be divested and demerged from the Company with a complete release, relinquishment and abandonment of all rights to any ownership, shares, assets and/or liabilities associated with each of those other subsidiaries (except for STIE Acquisition, Inc. and/or Kestrel Transportation, Inc.).

2. Address of its principal executive offices

A. Company Headquarters

Santaro Interactive Entertainment Co.
5348 Vegas Drive
Las Vegas, NV

Phone: 702-871-8678
888-978-9901
Email: at@ibankattorneys.com
Website: www.ibanattorneys.com

B. Investor Relations Contact

Pacifix Financial Ltd.
2100 Manchester Road Suite 615
Wheaton, IL 60187

Phone: 888.611.7716
Email: at@pacifixfinancial.com
Website: www.pacifixfinancial.com

3. Security Information

A. After Filing of Amended Articles of Incorporation (Second Half, 2016)

The Company's Amended Articles of Incorporation filed in the second half of 2016 authorize the Issuer to issue up to 500,000,000 (Five Hundred Million) shares, of which all shares are common stock, with a par value of one-tenth of one cent ($0.001) per share.

Trading Symbol:	STIE
Exact Title & Class of Securities Outstanding:	Common
Par or Stated Value:	$0.001 per Share
Total Shares Authorized (as of December 31, 2016)	500,000,000
Total Shares Outstanding (as of December 31, 2016)	169,875,000

B. Prior to Filing of Amended Articles of Incorporation (Second Half, 2016)

Prior to the filing of the Amended Articles of Incorporation, STIE was authorized to issue up to 100,000,000 (One Hundred Million) shares, of which all shares are common stock, with a par value of one-tenth of one cent ($0.001) per share.

Total Shares Authorized (as of December 31, 2015)	100,000,000
Total Shares Outstanding (as of December 31, 2015)	69,875,000

C. Source of Information and Explanation of Security Information

The number of outstanding shares issued as set forth herein are identified on the last 10-K Report filed by Santaro Interactive Entertainment (year ending Dec. 31, 2013) and the last 10-Q Report filed by Santaro Interactive Entertainment (quarter ending March 31, 2014). The number of outstanding shares set forth above is believed to be accurate based on the Transfer Agent records, which has been communicated to the Custodian and Secretary of STIE to be unchanged until the share issuances to Messrs. Gaspard and Hemingway in the fourth quarter of 2016.

The number of outstanding share issuances of 69,875,000 prior to filing the Amended Articles of Incorporation was specified in one or more of these reports to be accurate as of March 20, 2014. During the preceding two (2) years and after filing of the Amended Articles of Incorporation, the Company has issued the following securities: (1) on December 14, 2016, STIE (through its court-appointed Custodian) issued 55,000,000 (Fifty Five Million) shares of common stock to James Gaspard pursuant to, and in exchange for agreeing to, the Letter of Intent dated December 5, 2016, and (2) on December 14, 2016, STIE (through its court-appointed Custodian) issued 45,000,000 (Forty Five Million) shares of common stock to D. Scott Hemingway, pursuant to, and in exchange for agreeing to, the Letter of Intent dated December 5, 2016.

After this 2016 stock issuance, the number of outstanding share issuances was 169,875,000 in the fourth quarter of 2016. With the closure of the merger, there will be a reverse stock split 100:1 that will reduce the number of outstanding common stock shares in STIE issued to 1,698,750 shares. After this reverse stock split, the percentage ownership of shares per stock holder will not be changed, but each person’s holdings of STIE common stock will be reduced by a factor of

1/100th. Subsequent common (and preferred) stock issuances will be made to the owners and controlling parties of Kestrel Transportation in exchange for the closure of the merger and the finalization of the merger/transfer of the Kestrel Transportation, LLC entity into the STIE Acquisition, Inc. entity.

D. Transfer Agent

Island Stock Transfer	Phone: 727.289.0010
15500 Roosevelt Blvd Suite 301	Email: info@islandstocktransfer.com
Clearwater, FL 33760	Website: www.islandstocktransfer.com

The transfer agent is registered under the Exchange Act.

E. List Any Restrictions on the Transfer of the Securities

None.

F. Describe Any Trading Suspension Orders Issued by the SEC in the Past 12 Months

None.

G. List Any Stock Split, Stock Dividend, Recapitalization, Merger, Acquisition, Spin-Off or Reorganization either Currently Anticipated or that Occurred within the Past 12 Months.

1. Santaro Interactive Entertainment – Going Concern Operation Prior to Barton Hollow Custodianship

Santaro Interactive Entertainment Co. (herein called "STIE," the "Company," or the "Issuer") was incorporated on December 30, 2009, in the State of Nevada for the purpose of developing and operating web-based multiplayer online games. Santaro Interactive Entertainment Company was a company that primarily designs, develops and operates web-based Massive Multiplayer Online Role-Playing Games (MMORPGs), mobile games, browser game platforms, as well as related products and services.

In August 2012, STIE launched its first MMORPG, called *the 108 Warriors*. The Company operated this Massively Multiplayer Online Role-Playing Games ("MMORPG") under a free-to-play model. Under the model, players are able to play the basic features of the game for free, and the Company generated revenues when players purchase virtual items that enhance their playing experience, such as weapons, clothing, accessories and pets. This item-based purchase revenue model allowed the Company to introduce new virtual items or change the features or properties of virtual items to enhance game player interaction and create a better game community.

Under this "free-to-play" and "virtual item-based purchase" business model, the Company only generated a limited amount of revenue related to the operation of its MMORPG game during the period from August 9, 2006, its inception, through December 31, 2013 (and thereafter). During the year 2013, STIE reported that the Company shut down its operations department and marketing

department for its MMORPG, laid off redundant R&D staff, and rented a smaller office to significantly reduce the operating costs. At that time, STIE ceased the promotion of 108 warriors due to lack of funding.

At that time frame, the Company effectively ceased direct operations of it 108 Warriors game. The Company began to explore new ways of operating its game, such as franchising the game out to a third-party game operation company that would bear all game promotion costs and would share with the Company a certain portion of monetary interests derived from the game. To date, there has been no report or information provided to any reporting entity that STIE finalized a franchise agreement with any entity, but it is possible that one or more franchise agreements were executed but remain unreported up to January 2017.

STIE launched a browser game platform, www.1799.com, in November 2012, which was an online distribution platform *www.1799.com* that operated third-party web browser games. The focus of the platform was to provide diversification and make available a wide variety of games to a large and diverse spectrum of users and be a credit to the Company's user database. To date, there is no report or information provided to any reporting entity that STIE has continued to operate this distribution platform after 2014 calendar year, but it is possible that one or more distribution platforms are being operated by STIE or one of its subsidiaries but remain unreported up to January 2017.

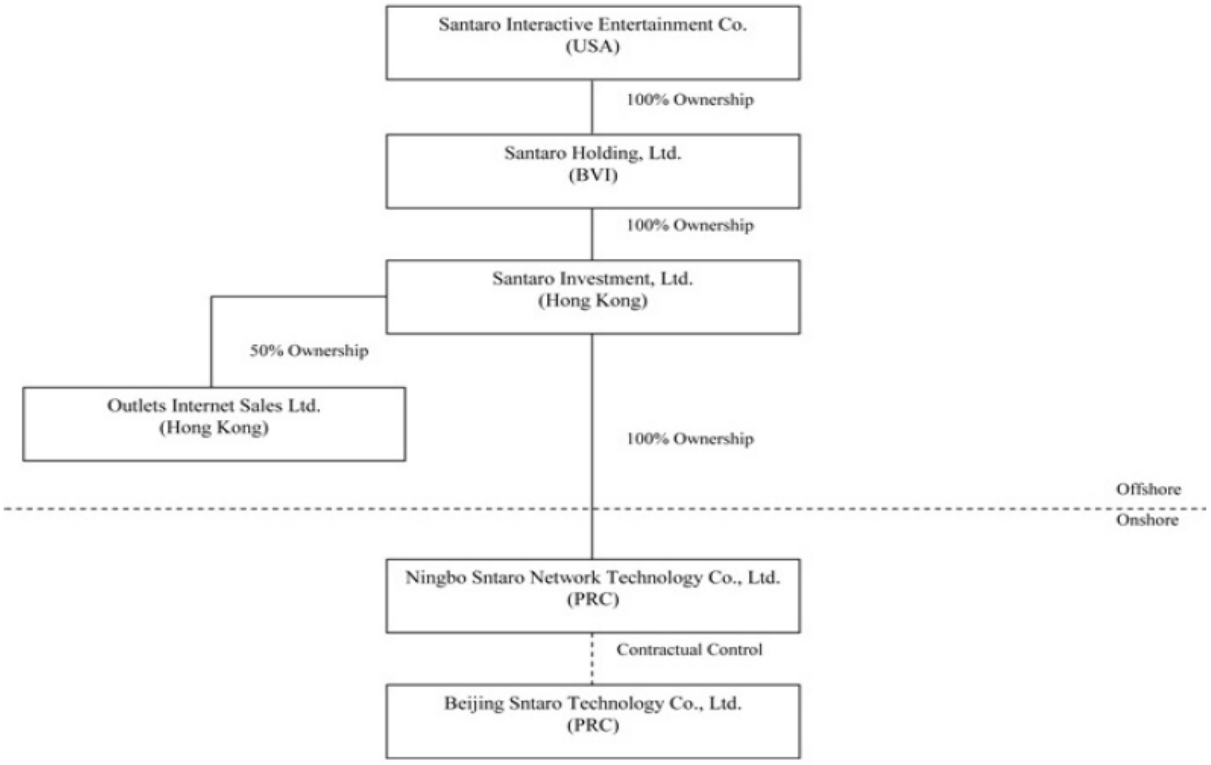
The production of mobile games, which mainly consist of online games released through the Apple store and Android platform, was investigated by the Company as a possible business enterprise because these types of games experienced an explosive growth in 2014. As mobile games tend to take much shorter time to develop and much less research and development investment, the Company reported that it was in the process of developing a mobile game and intended to launch the game early in 2014. To date, there is no report or information provided to any reporting entity that STIE completed the development, marketing, or commercialization of any mobile game after 2014 calendar year, but it is possible that one or more mobile games were launched by STIE but remain unreported up to January 2017.

In 2013 (and thereafter), STIE investigated the transition to the franchise model, but it also significantly reduced its workforce, and eliminated certain projects, such as the Company's E-commerce platform, UU World, Three-Kingdom Online, Heroes of Sango and the Company ceased the promotion of 108 warriors. The Company continued to struggle in that time period, and reduced a significant number of technicians to save labor cost and improve operational ability.

It does not appear that the Company ever issued a distribution or dividend to its shareholders, and continued to lose revenue (incur "recurring net losses and negative cash flows") from its inception to 2014 (and thereafter). Through 2013 and into 2014, the Company relied exclusively on related party financing by and through and to subsidiaries in order to sustain its operations. In 2013 and into 2014, the Company believed that it will need approximately $1 million during the next 12 months for maintaining existing products, continued research and development of new products, as well as for general corporate purposes. At the end of 2013, the Company admitted that there can be no assurance that the Company will be able to obtain additional debt or equity financing on terms acceptable to it, or if at all.

STIE admitted that, after 2013 and into 2014, there was a substantial doubt about its ability to continue active business operations without additional third party financial assistance. Consistent with its belief that it may not be able to continue as an active entity, STIE filed its 10-K for the calendar year ending December 31, 2013 and filed its 10-Q for the quarter ending March 31, 2014, but thereafter failed to file any further required SEC or FINRA filings thereafter and the Company became delinquent in its filings with the SEC, the Nevada Secretary of State's Office, as well as accumulating a large unpaid outstanding balance due with its Transfer Agent. After 2014, it is believed that the Company failed to maintain "good standing" with the Nevada Secretary of State's Office and the Securities & Exchange Commission ("SEC").

The Company, STIE, established relationships with numerous subsidiaries and related companies operating under its sole subsidiary, Santaro Holdings, Ltd. (BVI). The structure of the company through to that time period appeared as follows.



Prior to Demerger, Divestiture of
All Prior STIE Subsidiaries

Many of the prior subsidiary (other than STIE Acquisition, Inc.) relationships with STIE were established to comply with People's Republic of China regulations regarding domestic and foreign investments. In the 10-Q Report (p. 22) for the period ending March 31, 2014, the Company reported that:

> If the past or current ownership structures, contractual arrangements and businesses of our company Beijing Sntaro is found to be in violation of any existing or future PRC laws or regulations, including the MIIT Circular and Circular 13, the relevant supervisory authorities would have broad discretion in dealing with such violations, including but not limited to: revoking our business and operating licenses; levying fines; confiscating our income or the income of Beijing Sntaro; shutting down our servers or blocking our website; imposing conditions or requirements with which we may not be able to comply; requiring us to restructure the relevant ownership structure, operations or contractual arrangements; and taking other regulatory or enforcement actions that could be harmful to our business.

Numerous alleged debts and loan obligations identified in the Company's 10-K and 10-Q filings relate to the Company, one or more of these subsidiaries, private individuals, and/or other third party entities. To date, no claim has been filed or raised by any party to the Custodian of STIE or the District Court for Clark County, Nevada with respect to these alleged loans or financing obligations. The date to make such a claim has expired during the Custodianship by Barton Hollow (as explained below). With the expiration of that deadline to make a claim and the absence of any claim for payment filing, the receivership of STIE through the Custodianship is believed to have expunged, extinguished and terminated any such obligation that may have been due and owing from the Company STIE to any other entity.

The outstanding share issuances was 69,875,000 prior to filing the Amended Articles of Incorporation, and this number of outstanding shares was specified in one or more of these reports to be accurate as of March 20, 2014. The number of outstanding shares issued as set forth herein was identified on the last 10-K Report filed by Santaro Interactive Entertainment (year ending Dec. 31, 2013) and the last 10-Q Report filed by Santaro Interactive Entertainment (quarter ending March 31, 2014). The number of outstanding shares set forth above is believed to be accurate prior to the filing of the Amended Articles of Incorporation based on the Transfer Agent records, which has been communicated to the Custodian and Secretary of STIE to be unchanged through the end of 2015.

2. Barton Hollow Custodianship

On May 19, 2016, Barton Hollow, LLC, a Nevada limited liability company, and stockholder of the Issuer, filed an Application for Appointment of Custodian pursuant to Section 78.347 of the Act in the District Court for Clark County, Nevada. Barton Hollow, LLC was subsequently appointed Custodian of the Issuer by Order of the Court on July 12, 2016 (the "Order"). In accordance with the provisions of the Order, Barton Hollow thereafter moved to: (a) reinstate the Issuer with the State of Nevada; (b) provide for the election of interim officers and directors; and (c) call and hold a stockholder meeting.

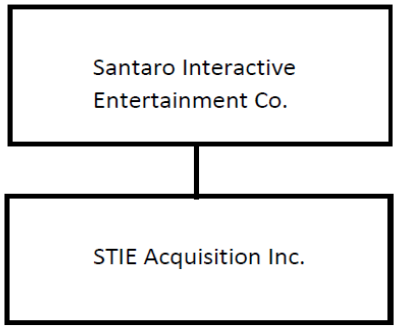
Stockholders and shareholders have been notified of the custodianship, and no shareholder has objected to the custodianship or appeared before the District Court for Clark County, Nevada to contest or object to the Barton Hollow custodianship. During the custodianship, no claim has been filed requesting compensation or payment of any debt or financial obligation allegedly owned by STIE, requesting compensation for any alleged work performed for STIE, or requesting payment of any kind for any reason. During the custodianship, no claim for payment or compensation was raised or made for any reason by any shareholder of STIE stock or by any representative of any STIE-related entity or former STIE subsidiary, foreign or domestic. The deadline to make such a claim or request for compensation or payment has expired, and the Custodian has placed the Company back in good standing with the Nevada Secretary of State's Office and the OTC-stock bulletin board service, as well as restoring the relationship with the Company's Transfer Agent.

On December 5, 2016, Barton Hollow, LLC, as Custodian and together with the Secretary of the Company, caused the Issuer to enter into a Letter of Intent to merge Kestrel Transportation, LLC with STIE Acquisitions, Inc., a Nevada Corporation that is a wholly owned subsidiary of STIE. Pursuant to the Letter of Intent, the parties thereto would endeavor to arrive at, and enter into, a definitive merger agreement providing for the Merger with Kestrel Transportation LLC. As an inducement to the members of Kestrel Transportation, LLC to enter into the Letter of Intent and thereafter to consider and negotiate the merger agreement (and conduct further due diligence), the Issuer caused to be issued to the members of Kestrel Transportation 100,000,00 (One Hundred Million) shares of its common stock.

During the preceding two (2) years and after filing of the Amended Articles of Incorporation, the Company has issued the following securities: (1) on December 14, 2016, STIE (through its court-appointed Custodian) issued 55,000,000 (Fifty Five Million) shares of common stock to James Gaspard pursuant to, and in exchange for agreeing to, the Letter of Intent dated December 5, 2016, and (2) on December 14, 2016, STIE (through its court-appointed Custodian) issued 45,000,000 (Forty Five Million) shares of common stock to D. Scott Hemingway, pursuant to, and in exchange for agreeing to, the Letter of Intent dated December 5, 2016. The number of outstanding share issuances was 169,875,000 after these stock issuances in the fourth quarter of 2016. The number of outstanding shares set forth above is believed to be accurate based on Company records of stock issuances and the Transfer Agent records.

Many of the prior subsidiary (other than STIE Acquisition, Inc.) relationships with STIE were established to comply with People's Republic of China regulations regarding domestic and foreign investments. Numerous alleged debts and loan obligations were identified in the Company's 10-K and 10-Q filings relating to the Company and private individuals, subsidiaries and other third party entities, but no claim has been filed or raised by any party to the Custodian of STIE or the District Court for Clark County, Nevada with respect to these alleged loans or financial obligations. The date to make a claim for compensation or repayment of any such loan or financial obligation has expired during the Custodianship by Barton Hollow (as explained herein). With the expiration of that deadline to make a claim and the absence of any claim or request for payment, the receivership of STIE is believed to have expunged, extinguished and terminated any such obligation that may have been due and owing from the Company STIE.

With the custodial control of STIE by Barton Hollow and pending closure of the custodianship of STIE, all prior subsidiaries (except for STIE Acquisition, Inc.) will be divested and demerged from the Company through a complete release, relinquishment and abandonment of any and all STIE rights to ownership, shares, assets and/or liabilities associated with each of the subsidiaries that had a relationship with STIE prior to the Barton Hollow custodianship. This divestiture and demerger action will be one of the items to be considered for approval and/or ratification by the shareholders, as well as the approval and ratification of the appointment of current officers and directors, at the next shareholder meeting of the Company. The structure of the company after the divestiture and demerger of subsidiaries (other than STIE Acquisition) through that time period will appear as follows.



After Demerger, Divestiture of
All Prior STIE Subsidiaries
(except STIE Acquisition, Inc.)

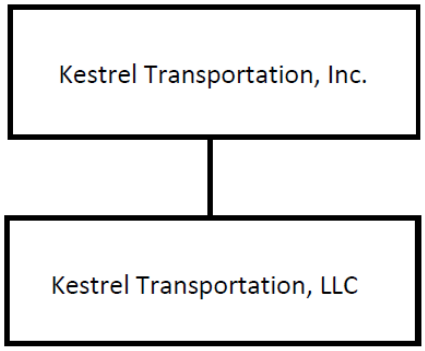
3. Merger with Kestrel Transportation, LLC

On December 14, 2016, the Iss1uer and STIE Acquisitions, Inc. entered into a definitive Agreement and Plan of Merger (the "Merger Agreement") that is pending closure and subject to due diligence by the parties. Pursuant to the Merger Agreement, the Company intends to have its wholly-owned subsidiary company, STIE Acquisition, Inc., merge with Kestrel Transportation, LLC, in the first quarter of 2017 with Kestrel Transportation LLC being the surviving subsidiary corporate entity from that merger.

The Issuer anticipates the Merger will close in the 1st quarter of 2017. The Merger is designed as a reverse subsidiary merger pursuant to Section 368(a)(2)(E) of the Internal Revenue Code. Upon closing of the merger and approval by the shareholders, Kestrel Transportation, LLC will merge into the STIE Acquisitions, Inc. subsidiary and the members of Kestrel Transportation, LLC will receive shares of the common stock of the Issuer as consideration therefor. Upon closing of the Merger, Kestrel Transportation Inc. (renamed from STIE) will be the surviving parent corporation in its merger with a wholly-owned subsidiary of the Issuer, Kestrel Transportation LLC (renamed from STIE Acquisition, Inc.) becoming the wholly-owned operating subsidiary of the Issuer.

Upon closure and approval of the merger and closure of the custodianship of STIE, all subsidiaries (except for STIE Acquisition, Inc. and/or Kestrel Transportation, LLC) will be divested and demerged from the Company with a complete release, relinquishment and abandonment of any and all STIE rights to ownership, shares, assets and/or liabilities associated with each of the subsidiaries that had a relationship with STIE prior to the Barton Hollow custodianship of STIE. Control of the issuer STIE will be transitioned to the owners of Kestrel Transportation LLC with the finalization of, and in consideration for, this merger, and STIE shall be re-named Kestrel Transportation, Inc. at that time.

The structure of the company envisioned after the closure of the custodianship, finalization of the merger, completion of the demerger and divestiture of prior subsidiaries, and renaming of STIE and STIE Acquisition Inc. through that time period will appear as follows.



After Name Change, Closure of Custodianship, and Finalization of Merger

The stockholders of the Issuer along with Barton Hollow, ratified and approved the Merger Agreement and Merger, which is pending closure in the first quarter of 2017. With the closure of the merger, there will be a reverse stock split 100:1 that will reduce the number of outstanding common stock shares in STIE issued to 1,698,750 shares. With this reverse stock split, the percentage ownership of shares per stock holder will not be changed, but each person's holdings of STIE common stock will be reduced by a factor of $1/100^{th}$. The shareholders will consider approval and/or ratification of the demerger and divestiture of all interest in prior subsidiaries, ratification and approval of all stock issuances to Messrs. Gaspard and Hemingway, the appointment of current officers and directors, the closure of the custodianship, and the closure and finalization of the merger with Kestrel Transportation at the next shareholder's meeting.

Kestrel Transportation, Inc. shall seek formal approval of the name change with the Financial Industry Regulatory Authority within the 1st quarter of 2017. As part of the merger terms, subsequent common (and preferred) stock issuances will be made to the owners and controlling parties of Kestrel Transportation, Inc. in exchange for the closure of the merger and the transfer of the Kestrel Transportation, LLC entity into the STIE Acquisition, Inc. entity.

4. Issuance History.

The number of outstanding share issuances of 69,875,000 prior to filing the Amended Articles of Incorporation was specified in one or more of these reports to be accurate as of March 20, 2014.

The number of outstanding shares issued as set forth herein was identified on the last 10-K Report filed by Santaro Interactive Entertainment (year ending Dec. 31, 2013) and the last 10-Q Report filed by Santaro Interactive Entertainment (quarter ending March 31, 2014). The number of outstanding shares set forth above is believed to be accurate prior to the filing of the Amended Articles of Incorporation based on the Transfer Agent records, which has been communicated to the Custodian and Secretary of STIE to be unchanged through the end of 2015.

During the preceding two (2) years and after filing of the Amended Articles of Incorporation, the Company has issued the following securities: (1) on December 14, 2016, STIE (through its court-appointed Custodian) issued 55,000,000 (Fifty Five Million) shares of common stock to James Gaspard pursuant to, and in exchange for agreeing to, the Letter of Intent dated December 5, 2016, and (2) on December 14, 2016, STIE (through its court-appointed Custodian) issued 45,000,000 (Forty Five Million) shares of common stock to D. Scott Hemingway, pursuant to, and in exchange for agreeing to, the Letter of Intent dated December 5, 2016.

After this 2016 stock issuance and as of the date of this Information Statement, the number of outstanding share issuances was 169,875,000 in the fourth quarter of 2016. With the closure of the merger, there will be a reverse stock split 100:1 that will reduce the number of outstanding common stock shares in STIE issued to 1,698,750 shares. After this reverse stock split, the percentage ownership of shares per stock holder will not be changed, but each person's holdings of STIE common stock will be reduced by a factor of $1/100^{th}$.

Subsequent common (and preferred) stock issuances will be made to the owners and controlling parties of Kestrel Transportation in exchange for the closure of the merger and the finalization of the merger/transfer of the Kestrel Transportation, LLC entity into the STIE Acquisition, Inc. entity.

5. Financial Statements

See Exhibit D, Unaudited Non-Consolidated Financials for STIE for years ending December 31, 2015 and December 31, 2016. Moreover, the financials attached relate only to STIE, and are not reported as consolidated returns, which results in the financial returns listing only the expenditures of STIE during the years 2015 and 2016, but does not itemize any past asset, revenue, liabilities or cash flow that might have existed while the Company STIE was actively operating.

The financial information provided in these returns anticipates the divestiture, and demerger of all other subsidiaries related to STIE. Also, the financial information shows the absence of any assets or liabilities associated with STIE relating to its prior operations as no claim has been made during the Custodianship for payment or repayment of debts allegedly owed by Company STIE to any private person, third party or related subsidiary.

6. Describe the Issuer's Business, Products and Services

A. Description of the Issuer's Business Operations

1. Santaro Interactive Entertainment – Going Concern Operations Prior to Custodianship

Santaro Interactive Entertainment Co. (herein called "STIE," the "Company," or the "Issuer") was incorporated on December 30, 2009, in the State of Nevada for the purpose of developing and operating web-based multiplayer online games. Santaro Interactive Entertainment Company was a company that primarily designs, develops and operates web-based Massive Multiplayer Online Role-Playing Games (MMORPGs), mobile games, browser game platforms, as well as related products and services.

In August 2012, STIE launched its first MMORPG, called *the 108 Warriors*. The 108 Warriors game is a Chinese martial arts online game based on traditional Chinese culture and inspired by ancient martial arts techniques. 108 Warriors is based on the story of a group of heroes who stand for different classes of people daring to struggle against the corrupt and unjust royal court and then rise up at the end of Northern Song Dynasty. It is a realistic martial-art game based on one of the Four Chinese Classical Masterpieces, Outlaws of the Marsh. The game involves the twelve animals of the Chinese Zodiac, with masks from the Beijing Opera used to identify various characters. Players were allowed to purchase different identities and the themes used are linked to the tribes of Chinese minority groups.

The Company operated this Massively Multiplayer Online Role-Playing Games ("MMORPG") under a free-to-play model. Under the model, players are able to play the basic features of the game for free, and the Company generated revenues when players purchase virtual items that enhance their playing experience, such as weapons, clothing, accessories and pets. This item-based purchase revenue model allowed the Company to introduce new virtual items or change the features or properties of virtual items to enhance game player interaction and create a better game community.

Under this "free-to-play" and "virtual item-based purchase" business model, the Company only generated a limited amount of revenue related to the operation of its MMORPG game during the period from August 9, 2006, its inception, through December 31, 2013 (and thereafter). During the year 2013, STIE reported that the Company shut down its operations department and marketing department for its MMORPG, laid off redundant R&D staff, and rented a smaller office to significantly reduce the operating costs. At that time, STIE ceased the promotion of 108 warriors due to lack of funding.

At that time frame, the Company effectively ceased direct operations of it 108 Warriors game. The Company began to explore new ways of operating its game, such as franchising the game out to a third-party game operation company that would bear all game promotion costs and would share with the Company a certain portion of monetary interests derived from the game. To date, there has been no report or information provided to any reporting entity that STIE finalized a franchise agreement with any entity, but it is possible that one or more franchise agreements were executed but remain unreported up to January 2017.

STIE launched a browser game platform, www.1799.com, in November 2012, which was an online distribution platform *www.1799.com* that operated third-party web browser games. The focus of the platform was to provide diversification and make available a wide variety of games to a large and diverse spectrum of users and be a credit to the Company's user database. To date, there is no report or information provided to any reporting entity that STIE has continued to operate this distribution platform after 2014 calendar year, but it is possible that one or more distribution platforms are being operated by STIE or one of its subsidiaries but remain unreported up to January 2017.

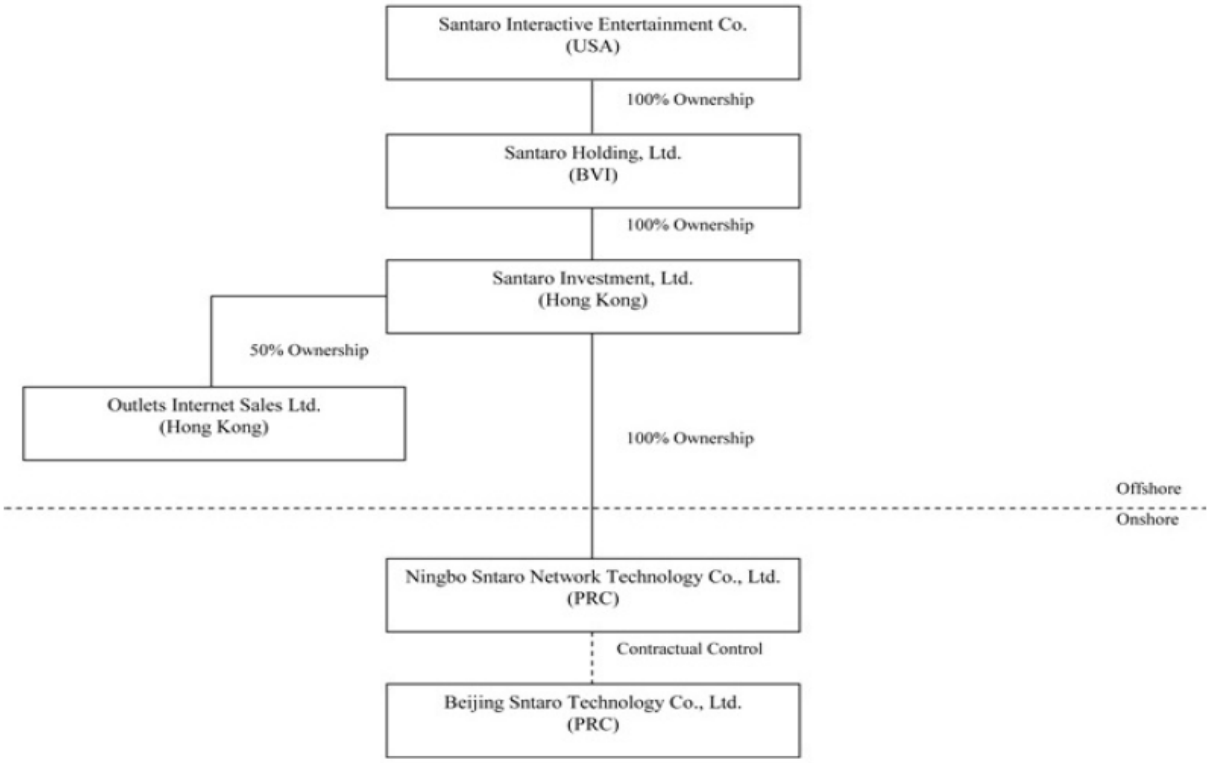
The production of mobile games, which mainly consist of online games released through the Apple store and Android platform, was investigated by the Company as a possible business enterprise because these types of games experienced an explosive growth in 2014. As mobile games tend to take much shorter time to develop and much less research and development investment, the Company reported that it was in the process of developing a mobile game and intended to launch the game early in 2014. To date, there is no report or information provided to any reporting entity that STIE completed the development, marketing, or commercialization of any mobile game after 2014 calendar year, but it is possible that one or more mobile games were launched by STIE but remain unreported up to January 2017.

In 2013 (and thereafter), STIE investigated the transition to the franchise model, but it also significantly reduced its workforce, and eliminated certain projects, such as the Company's E-commerce platform, UU World, Three-Kingdom Online, Heroes of Sango and the Company ceased the promotion of 108 warriors. The Company continued to struggle in that time period, and reduced a significant number of technicians to save labor cost and improve operational ability.

It does not appear that the Company ever issued a distribution or dividend to its shareholders, and continued to lose revenue (incur "recurring net losses and negative cash flows") from its inception to 2014 (and thereafter). Through 2013 and into 2014, the Company relied exclusively on related party financing by and through and to subsidiaries in order to sustain its operations. In 2013 and into 2014, the Company believed that it will need approximately $1 million during the next 12 months for maintaining existing products, continued research and development of new products, as well as for general corporate purposes. At the end of 2013, the Company admitted that there can be no assurance that the Company will be able to obtain additional debt or equity financing on terms acceptable to it, or if at all.

STIE admitted that, after 2013 and into 2014, there was a substantial doubt about its ability to continue active business operations without additional third party financial assistance. Consistent with its belief that it may not be able to continue as an active entity, STIE filed its 10-K for the calendar year ending December 31, 2013 and filed its 10-Q for the quarter ending March 31, 2014, but thereafter failed to file any further required SEC or FINRA filings thereafter and the Company became delinquent in its filings with the SEC, the Nevada Secretary of State's Office, as well as accumulating a large unpaid outstanding balance due with its Transfer Agent. After 2014, it is believed that the Company failed to maintain "good standing" with the Nevada Secretary of State's Office and the Securities & Exchange Commission ("SEC").

The Company, STIE, established relationships with numerous subsidiaries and related companies operating under its sole subsidiary, Santaro Holdings, Ltd. (BVI). The structure of the company through to that time period appeared as follows.



Prior to Demerger, Divestiture of
All Prior STIE Subsidiaries

Numerous alleged debts and loan obligations identified in the Company's 10-K and 10-Q filings relate to the Company, one or more of these subsidiaries, private individuals, and/or other third party entities. To date, no claim has been filed or raised by any party to the Custodian of STIE or the District Court for Clark County, Nevada with respect to these alleged loans or financing obligations. The date to make such a claim has expired during the Custodianship by Barton Hollow (as explained below). With the expiration of that deadline to make a claim and the absence of any claim for payment filing, the receivership of STIE through the Custodianship is believed to have expunged, extinguished and terminated any such obligation that may have been due and owing from the Company STIE to any other entity.

Many of the prior subsidiary (other than STIE Acquisition, Inc.) relationships with STIE were established to comply with People's Republic of China regulations regarding domestic and foreign investments. STIE former business operations were also significantly burdened by PRC restrictions on foreign investment, which included a prohibition of a foreign investor owning more than 50% of the equity interest in a Chinese entity that provides value-added telecommunications services, including online games and other Internet content provision services. In addition, foreign and foreign invested enterprises are currently not able to apply for certain required licenses to

provide these services. The Circular on Strengthening the Administration of Foreign Investment in and Operation of Value-added Telecommunications Business issued by the MIIT in July 2006, reiterated the regulations on foreign investment in telecommunications business, which require foreign investors to set up foreign-invested enterprises and obtain an ICP license in order to conduct any value-added telecommunications business in China.

Under this circular, a domestic company that holds an ICP license is prohibited from leasing, transferring or selling the license to foreign investors in any form, and from providing any assistance in forms of resources, sites or facilities to foreign investors that conduct value-added telecommunications business illegally in China. Furthermore, the relevant trademarks and domain names that are used in the value-added telecommunications business must be owned by the local ICP license holder or its shareholders. This circular further requires each ICP license holder to have the necessary facilities for its approved business operations and to maintain such facilities in the regions covered by its license. In addition, all value-added telecommunications service providers are required to maintain network and information security in accordance with the standards set forth under relevant PRC regulations. Due to the lack of further necessary interpretation from the regulators, it remained unclear to STIE during this time frame what impact this circular will have on us or the other Chinese Internet companies that have adopted the same or similar corporate and contractual structures as ours.

On September 28, 2009, GAPP, the National Copyright Administration, and National Office of Combating Pornography and Illegal Publications jointly issued the GAPP Notice, which restates that foreign investors are not permitted to invest in online game-operating businesses in China via wholly owned, equity joint venture or cooperative joint venture investments. The GAPP Notice expressly prohibited foreign investors from gaining control over or participating in domestic online game operators through indirect ways such as establishing other joint venture companies, or contractual or technical arrangements. The GAPP Notice did not provide any interpretation of the term “foreign investors” or make a distinction between foreign online game companies and China based companies under a similar corporate structure like ours. Thus, it was unclear to STIE at this time whether such regulations will be applicable to us or many other China based companies that rely on similar contractual arrangements with variable interest entities that operate online games in China.

STIE former business operations were significantly burdened by the extensive laws and regulations surrounding its Internet-related commercial environment in China and elsewhere. For instance, online games, online services and related content on our websites are subject to various People’s Republic of China (PRC) laws and regulations relating to the telecommunications industry, Internet and online games, and are regulated by various PRC government authorities, including: (1) the Ministry of Industry and Information Technology and, before its formal establishment in 2008, its predecessor, the Ministry of Information Industry; (2) the General Administration of Press and Publications (the National Copyright Administration); (3) the State Administration for Industry and Commerce; (4) the Ministry of Culture; and (5) the Ministry of Public Security. STIE sought to comply with all the regulations enacted by these governmental bodies, but STIE recognized that complete compliance was a concern given the variations in how each regulations was interpreted and the possibility new regulations would be enacted.

According to STIE's filings, PRC regulations governing Internet content, as well as online game services in China include: (1) Telecommunications Regulations (2000); (2) the Administrative Rules for Foreign Investments in Telecommunications Enterprises (2001, and as amended in 2008); (3) the Administrative Measures for Telecommunications Business Operating Licenses (2009); (4) the Internet Information Services Administrative Measures (2000); (5) the Interim Measures for the Administration of Online Games (2010); (6) the Tentative Measures for Administration of Internet Culture (2010); (7) the Tentative Measures for Administration of Internet Publication (2002); (8) the Notice of Implementing the State Council's "Regulation 'Sanding'" and Relevant Interpretation Issued by State Commission Office for Public Sector Reform ("SCOPSR") and Further Strengthen the Administration and Approval of the Pre-approval and Import of Online Games (2009); (9) the Foreign Investment Industrial Guidance Catalog (2011); (10) the Administrative Measures on Electronic Publications (2008); (11) the Administrative Measures on Software Products (2009); (12) the Administrative Measures on Internet Electronic Bulletin Board Services (2000); (13) the Measures on Computer Software Copyright Registration (2002); (14) he Notice of the Ministry of Culture on Enhancing the Content Review Work of Online Game Products (2004); (15) Some Opinions of the Ministry of Culture and the MIIT on the Development and Administration of Online Games (2005); (16) the Notice on the Work of Purification of Online Games (2005); (17) the Circular on Strengthening the Administration of Foreign Investment in and Operation of Value-added Telecommunications Business (2006); (18) the Circular on Implementing Online Game Anti-fatigue System to Protect the Health of the Minors (2007); (19) the Administrative Measures on Internet Video/Audio Program Services (2007); (20) Notice on Initializing the verification of Real-name Registration for Anti-Fatigue System on Internet Games (or the Real-name Registration Notice) (2011); (21) the Tentative Catalog of Internet Video/Audio Program Services (2010); (22) the Notice on the Reinforcement of the Administration of Internet Cafés and Online Games (2007); (23) the Tentative Measures for Administration of Internet Commodity Transaction and Relevant Services (2010); (24) the Notice on Strengthening the Administration of Virtual Currency of Online Games (2009); and (25) the Tentative Measures for Administration of Internet Goods and Relevant Services Transactions (2010).

STIE recognized that the online game industry is at an early stage of development in China, and new laws and regulations may be adopted from time to time to require additional licenses and permits. As a result, STIE reported that there were substantial uncertainties exist regarding the interpretation and implementation of current and any future Chinese laws and regulations applicable to the online game industries.

STIE was also required to obtain and maintain several government licenses or comply with government regulations regarding Internet-related business operations, which further burdened its business operations. First, under Chinese laws and regulations, a commercial operator of Internet content provision services must obtain a value-added telecommunications business-operating license for Internet content provision from the appropriate telecommunications authorities in order to carry on any commercial Internet content provision operations in China -- Santaro had to obtain, and incur the expense of obtaining, the ICP licenses. Second, each ICP license holder that engages in the supply of Internet culture products and related services, including provision of online games services, must obtain an additional Internet culture operation license from the appropriate culture administrative authorities pursuant

to the newly issued Tentative Measures for Administration of Internet Culture (2011), which superseded the Tentative Measures for Administration of Internet Culture (2003, and as amended in 2004).

Third, the GAPP and the MIIT jointly impose a license requirement for any company that intends to engage in Internet publishing, defined as any act by an Internet information service provider to select, edit and process content or programs and to make such content or programs publicly available on the Internet. According to the Tentative Measures for Administration of Internet Publication (2002), the provision of online games services is deemed an Internet publication activity. Therefore, online game operators need to obtain an Internet publishing license in order to directly make their online games services publicly available in China. Fourth, the MIIT has promulgated rules requiring ICP license holders that provide online bulletin board services to register with, and obtain approval from, the relevant telecommunication authorities.

Fifth, the Chinese government has promulgated measures relating to Internet content through a number of ministries and agencies, including the MIIT, the Ministry of Culture and the GAPP. These measures specifically prohibit Internet activities, which includes the operation of online games, which result in the publication of any content which is found to, among other things, propagate obscenity, gambling or violence, instigate crimes, undermine public morality or the cultural traditions of the PRC, or compromise State security or secrets.

When an Internet content provider or an Internet publisher finds that information falling within the above scope is transmitted on its website or is stored in its electronic bulletin service system, it shall terminate the transmission of such information or delete such information immediately and keep records and report to relevant authorities. If an ICP license holder violates these measures, the PRC government may revoke its ICP license and shut down its websites. In addition, in accordance with the Notice on Enhancing the Content Review Work of Online Game Products (2004) promulgated by the Ministry of Culture, imported and domestic online games should be filed with the Ministry of Culture before the operation of each game.

Sixth, Internet content in China is also regulated and restricted from a State security standpoint. The National People's Congress, China's national legislative body, has enacted a law that may subject to criminal punishment in China any effort to: (1) gain improper entry into a computer or system of strategic importance; (2) disseminate politically disruptive information; (3) leak State secrets; (4) spread false commercial information; or (5) infringe intellectual property rights. The Ministry of Public Security has promulgated measures that prohibit use of the Internet in ways which, among other things, result in a leak of State secrets or a spread of socially destabilizing content. The Ministry of Public Security has supervision and inspection rights in this regard, and we may be subject to the jurisdiction of the local public security bureaus. If an ICP license holder violates these measures, the PRC government may revoke its ICP license and shut down its websites.

Seventh, the State Council and the National Copyright Administration have promulgated various regulations and rules relating to protection of software in China. Under these regulations and rules, software owners, licensees and transferees may register their rights in software with the National Copyright Administration or its local branches and obtain software copyright registration

certificates. Although such registration is not mandatory under PRC law, software owners, licensees and transferees are encouraged to go through the registration process and registered software rights may receive better protections. The PRC Trademark Law, adopted in 1982 and revised in 2001, with its implementation rules adopted in 2002, protects registered trademarks. The Trademark Office of the SAIC handles trademark registrations and grants a protection term of ten years to registered trademarks.

Eighth, on February 15, 2007, the Ministry of Commerce, the People's Bank of China and other relevant government authorities jointly issued the Notice on the Reinforcement of the Administration of Internet Cafes and Online Games, or the Internet Cafés Notice. Under this notice, the People's Bank of China is directed to strengthen the administration of virtual currency in online games to avoid any adverse impact on the economy and financial system. This notice provides that the total amount of virtual currency issued by online game operators and the amount purchased by individual game players should be strictly limited, with a strict and clear division between virtual transactions and real transactions carried out by way of electronic commerce. This notice also provides that virtual currency should only be used to purchase in-game items.

Ninth, on June 4, 2009, Ministry of Commerce jointly issued Notice on the Reinforcement of the Administration of Virtual Currency in Online Games, which defines "virtual currency" and requires that entities shall obtain the approval from the Ministry of Commerce before issuing virtual currency and engaging in transactions using virtual currency in connection with online games. Entities are prohibited from using virtual currency to carry out gambling business.

In the 10-Q Report (p. 22) for the period ending March 31, 2014, the Company reported that:

> If the past or current ownership structures, contractual arrangements and businesses of our company Beijing Sntaro is found to be in violation of any existing or future PRC laws or regulations, including the MIIT Circular and Circular 13, the relevant supervisory authorities would have broad discretion in dealing with such violations, including but not limited to: revoking our business and operating licenses; levying fines; confiscating our income or the income of Beijing Sntaro; shutting down our servers or blocking our website; imposing conditions or requirements with which we may not be able to comply; requiring us to restructure the relevant ownership structure, operations or contractual arrangements; and taking other regulatory or enforcement actions that could be harmful to our business.

STIE admitted that, after 2013 and into 2014, there was a substantial doubt about its ability to continue active business operations without additional third party financial assistance. Consistent with its belief that it may not be able to continue as an active entity, STIE filed its 10-K for the calendar year ending December 31, 2013 and filed its 10-Q for the quarter ending March 31, 2014, but thereafter failed to file any further required SEC or FINRA filings thereafter and the Company became delinquent in its filings with the SEC, the Nevada Secretary of State's Office, as well as accumulating a large unpaid outstanding balance due with its Transfer Agent. After 2014, it is believed that the Company failed to maintain "good standing" with the Nevada Secretary of State's Office and the Securities & Exchange Commission ("SEC").

2. Custodianship by Barton Hollow

On May 19, 2016, Barton Hollow, LLC, a Nevada limited liability company, and stockholder of the Issuer, filed an Application for Appointment of Custodian pursuant to Section 78.347 of the Act in the District Court for Clark County, Nevada. Barton Hollow, LLC was subsequently appointed Custodian of the Issuer by Order of the Court on July 12, 2016 (the "Order"). In accordance with the provisions of the Order, Barton Hollow thereafter moved to: (a) reinstate the Issuer with the State of Nevada; (b) provide for the election of interim officers and directors; and (c) call and hold a stockholder meeting.

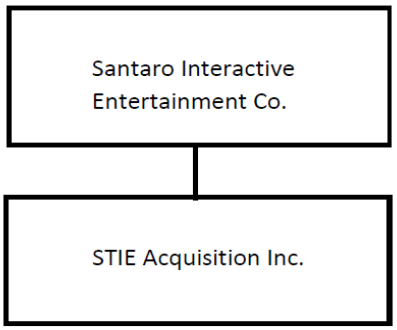
Stockholders and shareholders have been notified of the custodianship, and no shareholder has objected to the custodianship or appeared before the District Court for Clark County, Nevada to contest or object to the Barton Hollow custodianship. During the custodianship, no claim has been filed requesting compensation or payment of any debt or financial obligation allegedly owned by STIE, requesting compensation for any alleged work performed for STIE, or requesting payment of any kind for any reason. During the custodianship, no claim for payment or compensation was raised or made for any reason by any shareholder of STIE stock or by any representative of any STIE-related entity or former STIE subsidiary, foreign or domestic. The deadline to make such a claim or request for compensation or payment has expired, and the Custodian has placed the Company back in good standing with the Nevada Secretary of State's Office and the OTC-stock bulletin board service, as well as restoring the relationship with the Company's Transfer Agent.

On December 5, 2016, Barton Hollow, LLC, as Custodian and together with the Secretary of the Company, caused the Issuer to enter into a Letter of Intent to merge Kestrel Transportation, LLC with STIE Acquisitions, Inc., a Nevada Corporation that is a wholly owned subsidiary of STIE. Pursuant to the Letter of Intent, the parties thereto would endeavor to arrive at, and enter into, a definitive merger agreement providing for the Merger with Kestrel Transportation LLC. As an inducement to the members of Kestrel Transportation, LLC to enter into the Letter of Intent and thereafter to consider and negotiate the merger agreement (and conduct further due diligence), the Issuer caused to be issued to the members of Kestrel Transportation 100,000,00 (One Hundred Million) shares of its common stock.

During the preceding two (2) years and after filing of the Amended Articles of Incorporation, the Company has issued the following securities: (1) on December 14, 2016, STIE (through its court-appointed Custodian) issued 55,000,000 (Fifty Five Million) shares of common stock to James Gaspard pursuant to, and in exchange for agreeing to, the Letter of Intent dated December 5, 2016, and (2) on December 14, 2016, STIE (through its court-appointed Custodian) issued 45,000,000 (Forty Five Million) shares of common stock to D. Scott Hemingway, pursuant to, and in exchange for agreeing to, the Letter of Intent dated December 5, 2016. The number of outstanding share issuances was 169,875,000 after these stock issuances in the fourth quarter of 2016. The number of outstanding shares set forth above is believed to be accurate based on Company records of stock issuances and the Transfer Agent records.

Many of the prior subsidiary (other than STIE Acquisition, Inc.) relationships with STIE were established to comply with People's Republic of China regulations regarding domestic and foreign investments. Numerous alleged debts and loan obligations were identified in the Company's 10-K and 10-Q filings relating to the Company and private individuals, subsidiaries and other third party entities, but no claim has been filed or raised by any party to the Custodian of STIE or the District Court for Clark County, Nevada with respect to these alleged loans or financial obligations. The date to make a claim for compensation or repayment of any such loan or financial obligation has expired during the Custodianship by Barton Hollow (as explained herein). With the expiration of that deadline to make a claim and the absence of any claim or request for payment, the receivership of STIE is believed to have expunged, extinguished and terminated any such obligation that may have been due and owing from the Company STIE.

With the custodial control of STIE by Barton Hollow and pending closure of the custodianship of STIE, all prior subsidiaries (except for STIE Acquisition, Inc.) will be divested and demerged from the Company through a complete release, relinquishment and abandonment of any and all STIE rights to ownership, shares, assets and/or liabilities associated with each of the subsidiaries that had a relationship with STIE prior to the Barton Hollow custodianship. This divestiture and demerger action will be one of the items to be considered for approval and/or ratification by the shareholders, as well as the approval and ratification of the appointment of current officers and directors, at the next shareholder meeting of the Company. The structure of the company after the divestiture and demerger of subsidiaries (other than STIE Acquisition) through that time period will appear as follows.



After Demerger, Divestiture of
All Prior STIE Subsidiaries
(except STIE Acquisition, Inc.)

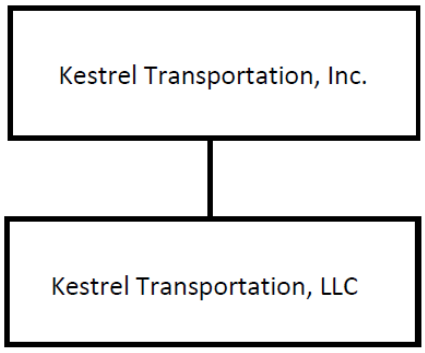
3. Going Forward – Kestrel Transportation LLC Merger and Future Events

On December 14, 2016, the Iss1uer and STIE Acquisitions, Inc. entered into a definitive Agreement and Plan of Merger (the "Merger Agreement") that is pending closure and subject to due diligence by the parties. Pursuant to the Merger Agreement, the Company intends to have its wholly-owned subsidiary company, STIE Acquisition, Inc., merge with Kestrel Transportation, LLC, in the first quarter of 2017 with Kestrel Transportation LLC being the surviving subsidiary corporate entity from that merger.

The Issuer anticipates the Merger will close in the 1st quarter of 2017. The Merger is designed as a reverse subsidiary merger pursuant to Section 368(a)(2)(E) of the Internal Revenue Code. Upon closing of the merger and approval by the shareholders, Kestrel Transportation, LLC will merge into the STIE Acquisitions, Inc. subsidiary and the members of Kestrel Transportation, LLC will receive shares of the common stock of the Issuer as consideration therefor. Upon closing of the Merger, Kestrel Transportation Inc. (renamed from STIE) will be the surviving parent corporation in its merger with a wholly-owned subsidiary of the Issuer, Kestrel Transportation LLC (renamed from STIE Acquisition, Inc.) becoming the wholly-owned operating subsidiary of the Issuer.

Upon closure and approval of the merger and closure of the custodianship of STIE, all subsidiaries (except for STIE Acquisition, Inc. and/or Kestrel Transportation, LLC) will be divested and demerged from the Company with a complete release, relinquishment and abandonment of any and all STIE rights to ownership, shares, assets and/or liabilities associated with each of the subsidiaries that had a relationship with STIE prior to the Barton Hollow custodianship of STIE. Control of the issuer STIE will be transitioned to the owners of Kestrel Transportation LLC with the finalization of, and in consideration for, this merger, and STIE shall be re-named Kestrel Transportation, Inc. at that time.

The structure of the company envisioned after the closure of the custodianship, finalization of the merger, completion of the demerger and divestiture of prior subsidiaries, and renaming of STIE and STIE Acquisition Inc. through that time period will appear as follows.



After Name Change, Closure of Custodianship, and Finalization of Merger

The stockholders of the Issuer along with Barton Hollow, will or have ratified and approved the Merger Agreement and Merger, which is pending closure in the first quarter of 2017. With the closure of the merger, there will be a reverse stock split 100:1 that will reduce the number of outstanding common stock shares in STIE issued to 1,698,750 shares. With this reverse stock split, the percentage ownership of shares per stock holder will not be changed, but each person's holdings of STIE common stock will be reduced by a factor of 1/100th. The shareholders will consider approval and/or ratification of the demerger and divestiture of all interest in prior subsidiaries, ratification and approval of all stock issuances to Messrs. Gaspard and Hemingway,

the appointment of current officers and directors, the closure of the custodianship, and the closure and finalization of the merger with Kestrel Transportation at the next shareholder's meeting.

Kestrel Transportation, Inc. shall seek formal approval of the name change with the Financial Industry Regulatory Authority within the 1st quarter of 2017. As part of the merger terms, subsequent common (and preferred) stock issuances will be made to the owners and controlling parties of Kestrel Transportation, Inc. in exchange for the closure of the merger and the transfer of the Kestrel Transportation, LLC entity into the STIE Acquisition, Inc. entity.

Kestrel Transportation, Inc., (hereinafter "Kestrel" or the "Company") will be a business focused on capitalizing on the convergence of several "disruptive" business technologies. This convergence of "disruptive" technologies will result in a paradigm shift in the way passengers and packages/freight are transported, as well as eliminating the old, conventional products and enterprises that have been used in the transportation industry. Kestrel Transportation intends to "roll-up" hard asset transportation companies and transition those companies into the new transportation paradigm using technology acquired from other acquisition targets, as well as intellectual property owned by and developed "in-house" by Kestrel Transportation's technology group.

Kestrel currently owns three potentially essential U.S. Patents covering real-time scheduling of passenger and package transportation requests, which are the earliest patents covering this market segment and more applicable to the emerging transportation markets. Intellectual property targeted for acquisition by Kestrel Transportation includes: (1) real-time scheduling and last mile logistic solutions, (2) shared mobility, ride sharing, and package logistic transport solutions, (3) autonomous driverless and electric vehicle technology, (4) vehicle/host computer communication standards, (5) Artificial Intelligence, Internet of Things and Big Data applications in these markets; (6) quantum computing application in these markets; and (7) display and holographic user interface technology.

B. Date and State (or Jurisdiction) of Incorporation

The Company was originally incorporated December 30, 2009 in the State of Nevada under the name Santaro Interactive Entertainment Company.

C. The Issuer's Primary SIC Code:

Primary: 4731
Secondary: 4729

D. The Issuers Fiscal Year End

December 31st

E. The Issuer's Principal Products or Services, and Their Markets.

(See description at Section 6.A.1.-3., above)

7. Describe the Issuer's Facilities.

A. Santaro Interactive Entertainment Co.

As of June 2013, the Company relocated to its current headquarters, located at: Taihe Wenhua Plaza B-410, 1A Chenjialin Balizhuang, Chaoyang District Beijing, People's Republic of China, 100025. Santaro has never been reported to have owned any real property. The Company's other property and equipment consists wholly of computer equipment, leasehold improvements, and furniture. The net value of the Company's property was $187,603 as of December 31, 2013.

B. Barton Hollow Custodianship

Barton Hollow, LLC, a Nevada limited liability company, and stockholder of the Issuer, filed an Application for Appointment of Custodian pursuant to Section 78.347 of the Act in the District Court for Clark County, Nevada on May 19, 2016. Barton Hollow has an address at 1333 N. Buffalo Dr., Suite 201, Las Vegas, Nevada.

C. Going Forward, Kestrel Transportation

Kestrel Transportation Inc. intends to lease office space at 1700 Pacific Avenue Suite 4800, Dallas, TX, 75201. The Company will pay $2,500.00 per month pursuant to a two year lease, which is renewable on an annual basis.

8. Officers, Directors and Control Persons.

A. Names of Officers, Directors and Control Persons

The following table sets forth certain information furnished by the following persons, or their representatives, regarding the ownership of the Common Shares of the Company as of the date of this report, by (i) each person known to the Company to be the beneficial owner of more than 5% of the outstanding shares of Common Stock, (ii) each of the Company's executive officers and directors, and (iii) all of the Company's executive officers and directors as a group. Unless otherwise indicated, the named person is deemed to be the sole beneficial owner of the shares.

The number of shares owned by Zhilian Chen is set forth based on the latest 10-K filed by Santaro Interactive Entertainment, and outstanding share issuances of 69,875,000 was set forth as of March 20, 2014 and is shown in the Transfer Agent records not to have changed until the share issuances to Messrs. Gaspard and Hemingway in the fourth quarter of 2016.

Name of Beneficial Owner	No. of Shares	Percentage
Zhilian Chen	33,473,000	19.70%
James Gaspard	55,000,000	32.38%
D. Scott Hemingway	45,000,000	26.49%
Total:	133,473,000	78.57%

B. Legal/Disciplinary History.

Please identify whether any of the foregoing persons have, in the last five years, been the subject of:

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

   None.

2. The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities;

   None.

3. A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or

   None.

4. The entry of an order by a self-regulatory organization that permanently or temporarily barred suspended or otherwise limited such person's involvement in any type of business or securities activities.

   None.

C. Beneficial Shareholders.

Provide a list of the name, address and shareholdings or the percentage of shares owned by all persons beneficially owning more than ten percent (10%) of any class of the issuer's equity securities. If any of the beneficial shareholders are corporate shareholders, provide the name and

address of the person(s) owning or controlling such corporate shareholders and the resident agents of the corporate shareholders.

Name	Address	No. of Shares	%
Zhilian Chen	Taihe Wenhua Plaza B-410, 1A Chenjialin Balizhuang, Chaoyang District, Bejing, People's Republic of China 10025	33,473,000	19.70%
James Gaspard	3146 New Castle Drive Loveland, CO 80538	55,000,000	32.37%
D. Scott Hemingway	4353 Woodfin Avenue Dallas, TX 75220	45,000,000	26.49%

9. Third Party Providers

A. Secretary of STIE and Chief Executive Officer of STIE Acquisition, Inc.

Adam S. Tracy, Esq.
2100 Manchester Road
Suite 615
Wheaton IL 60187
(888) 978-9901
at@ibankattorneys.com

B. Legal Counsel

Securities Compliance Group, LLC
2100 Manchester Road
Suite 615
Wheaton IL 60187
(888) 978-9901
at@ibankattorneys.com

C. Accountant or Auditor

D. Investor Relations Consultant

Pacifix Financial, LLC
2100 Manchester Road
Suite 615
Wheaton, IL 60187
(888) 611-7716
at@pacifixfinancial.com

E. Other Advisors

10. Issuer Certification

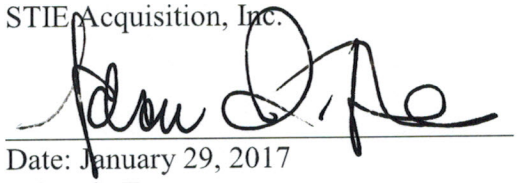
I, Adam S. Tracy, certify that:

1. I have reviewed this Information Statement of Santaro Interactive Entertainment Co.;

2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and

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

Santaro Interactive Entertainment Co.
STIE Acquisition, Inc.



Date: January 29, 2017
Adam S. Tracy
Secretary and Custodian of STIE
Chief Executive Officer of STIE Acquisition, Inc.

EXHIBITS

The following documents are attached hereto as exhibits and are incorporated herein.

ATTACHMENT	DESCRIPTION
A.	Amended Articles of Incorporation
B.	Restated By-Laws of the Corporation
C.	Plan of Merger between Santaro Interactive Entertainment Co. and Kestrel Transportation, Inc.
D.	Unaudited Financial Statements for the Years Ending December 31, 2016 and December 31, 2015, Respectively

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SANTARO INTERACTIVE ENTERTAINMENT COMPANY

ARTICLE I

The name of the corporation shall be Santaro Interactive Entertainment Company. (the "Corporation").

ARTICLE II

The period of its duration shall be perpetual.

ARTICLE III

The Corporation is organized purpose of conducting any lawful business for which a corporation may be organized under the laws of the State of Nevada.

ARTICLE IV

The aggregate number of shares that the Corporation will have authority to issue is One Hundred Million (100,000,000) shares will be Common Stock, with a par value of $0.001 per share. Shares of any class of common stock may be issued, without shareholder action, from time to time in one or more series as may from time to time be determined by the board of directors. The board of directors of this Corporation is hereby expressly granted authority, without shareholder action, and within the limits set forth in the Nevada Revised Statutes, to:

(i) designate in whole or in part, the powers, preferences, limitations, and relative rights, of any class of shares before the issuance of any shares of that class;

(ii) create one or more series within a class of shares, fix the number of shares of each such series, and designate, in whole or part, the powers, preferences, limitations, and relative rights of the series, all before the issuance of any shares of that series;

(iii) alter or revoke the powers, preferences, limitations, and relative rights granted to or imposed upon any wholly unissued class of shares or any wholly unissued series of any class of shares;

(iv) increase or decrease the number of shares constituting any series, the number of shares of which was originally fixed by the board of directors, either before or after the issuance of shares of the series; provided that, the number may not be decreased below the number of shares of the series then outstanding, or increased above the total number of authorized shares of the applicable class of shares available for designation as a part of the series;

(v) determine the dividend rate on the shares of any class of shares or series of shares, whether dividends will be cumulative, and if so, from which date(s), and the relative rights of priority, if any, of payment of dividends on shares of that class of shares or series of shares;

(vi) determine whether that class of shares or series of shares will have voting rights, in addition to the voting rights provided by law, and, if so, the terms of such voting rights;

(vii) determine whether that class of shares or series of shares will have conversion privileges and, if so, the terms and conditions of such conversion, including provision for adjustment of the conversion rate in such events as the board of directors determines;

(viii) determine whether or not the shares of that class of shares or series of shares will be redeemable and, if so, the terms and conditions of such redemption, including the date or date upon or after which they are redeemable, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;

(ix) determine whether that class of shares or series of shares will have a sinking fund for the redemption or purchase of shares of that class of shares or series of shares and, if so, the terms and amount of such sinking fund;

(x) determine the rights of the shares of that class of shares or series of shares in the event of voluntary or involuntary liquidation, dissolution or winding up of the Corporation, and the relative rights of priority, if any, of payment of shares of that class of shares or series of shares; and

(xi) determine any other relative rights, preferences and limitations of that class of shares or series of shares.

The allocation between the classes, or among the series of each class, of unlimited voting rights and the right to receive the net assets of the Corporation upon dissolution, shall be as designated by the board of directors. All rights accruing to the outstanding shares of the Corporation not expressly provided for to the contrary herein or in the Corporation's bylaws or in any amendment hereto shall be vested in the common stock. Accordingly, unless and until otherwise designated by the board of directors of the Corporation, and subject to any superior rights as so designated, the Common Stock shall have unlimited voting rights and be entitled to receive the net assets of the Corporation upon dissolution.

ARTICLE V

Provisions for the regulation of the internal affairs of the Corporation will be contained in its Bylaws as adopted by the Board of Directors. The number of Directors of the Corporation shall be fixed by its Bylaws.

ARTICLE VI

The Corporation shall indemnify any person against expenses, including without limitation, attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, in all circumstances in which, and to the extent that, such indemnification is permitted and provided for by the laws of the State of Nevada then in effect.

ARTICLE VII

To the fullest extent permitted by Chapter 78 of the Nevada Revised Statutes as the same exists or may hereafter be amended, an officer or director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages.

ARTICLE VIII

The Corporation expressly elects not to be governed by or be subject to the provisions of sections 78.378 through 78.3793 of the Nevada Revised Statutes or any similar or successor statutes adopted by any state which may be deemed to apply to the Corporation from time to time.

ARTICLE IX

Pursuant to the Order of the District Court of Clark County, Nevada entered July 25, 2016 in the cause known as In the Matter of Santaro Interactive Entertainment Company., cause no. A-16-737017-P a copy of which is attached as Annex A hereto, (the "Order") and incorporated by reference herein, the Petitioner in said case, Barton Hollow Limited Liability Co., a Nevada limited liability company, was appointed custodian of the Corporation. As required under the Order, and pursuant to NRS 78.347(4), Barton Hollow Limited Liability Co., states as follows:

A. Neither Barton Hollow Limited Liability Co., nor its affiliates or subsidiaries have been found to have violated, or otherwise been convicted of, any criminal, administrative, civil or Financial Industry Regulatory Authority, or Securities and Exchange Commission, regulation or statute;

B. Barton Hollow Limited Liability Co made various unsuccessful attempts, including February 26, 2016, to contact the last known officers and directors of Santaro Interactive Entertainment Company. to demand that the corporation comply with corporate formalities and to continue its business;

C. Barton Hollow Limited Liability Co is now actively pursuing the business of Santaro Interactive Entertainment Company in an effort to further the interest of its stockholders;

D. Pursuant to the Order, Barton Hollow Limited Liability Co was required to reinstate the corporate charter of Santaro Interactive Entertainment Company and has done so effective as of July 25, 2016

SIGNATURE

The undersigned hereby certifies on behalf of SANTARO INTERACTIVE ENTERTAINMENT COMPAYNY, a corporation duly organized and existing under the laws of the State of Nevada (the "Corporation") that:

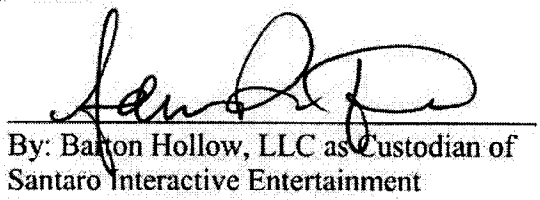
1. The undersigned is the President and Secretary, respectively, of the Corporation.

2. The foregoing Amended and Restated Articles of Incorporation have been duly approved by a majority vote of the Board of Directors.

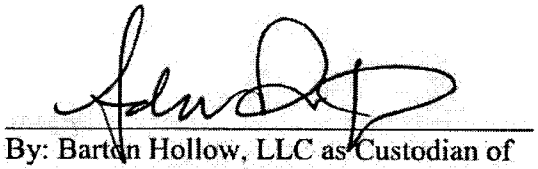
3 The foregoing Amended and Restated Articles of Incorporation has been duly approved by the required vote of the shareholders in accordance with Nevada Corporations Code.

I further declare under penalty of perjury under the laws of the State of Nevada that the matters set forth in this certificate are true and correct of our own knowledge.

IN WITNESS WHEREOF, the undersigned officers have signed this Amended and Restated Articles of Incorporation this 25th day of July, 2016



By: Barton Hollow, LLC as Custodian of Santaro Interactive Entertainment Company
Name: Adam S. Tracy
Its; Managing Member
Title: President



By: Barton Hollow, LLC as Custodian of Santaro Interactive Entertainment Company
Name: Adam S. Tracy
Its; Managing Member
Title: Secretary

Sworn to before me this 25th day of July, 2016

_____
Notary Public

RESTATED BYLAWS OF SANTARO INTERACTIVE ENTERTAINMENT CO.

A NEVADA CORPORATION

ARTICLE I
OFFICES

Section 1. REGISTERED OFFICE. The registered office of Santaro Interactive Entertainment Co., (the "*Corporation*") in the State of Nevada is 1333 N Buffalo Drive, Suite 201, Las Vegas, Nevada. The name of its registered agent at such address is Jay Shafer. The registered office and/or registered agent of the Corporation may be changed from time to time by action of the Board of Directors of the Corporation (the "*Board of Directors*" or "*Board*," and each member a "*Director*").

Section 2. OTHER OFFICES. The Corporation may also have offices at such other places, both within and without the State of Nevada, as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. PLACE AND TIME OF MEETINGS. An annual meeting of the stockholders shall be held each year for the purpose of electing Directors and conducting such other proper business as may come before the meeting. The date, time and place of the annual meeting may be determined by resolution of the Board of Directors or as set by the President (as defined below) of the Corporation. If the election of Directors is not held on the date fixed as provided herein and by a resolution for any annual meeting of the stockholders, or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the stockholders as soon thereafter as may conveniently be held.

Section 2. SPECIAL MEETINGS. Special meetings of stockholders may be called for any purpose (including, without limitation, the filling of Board vacancies and newly created directorships), and may be held at such time and place, within or without the State of Nevada, as shall be stated in a notice of meeting or in a duly executed waiver of notice thereof. Such meetings may be called at any time by two or more members of the Board of Directors or the President, and shall be called by the President upon the written request of holders of shares entitled to cast not less than 30% of the outstanding shares of any series or class of the Corporation's capital stock.

Section 3. PLACE OF MEETINGS. The Board of Directors may designate any place, either within or without the State of Nevada, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Corporation.

Section 4. NOTICE. Whenever stockholders are required or permitted to take action at a meeting, written or printed notice stating the place, date, time, and, in the case of special meetings,

the purpose or purposes, of such meeting shall be given to each stockholder entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting. All such notices shall be delivered, either personally or by mail, by or at the direction of the Board of Directors, the President or the Secretary (as defined below), and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her or its address as the same appears on the records of the Corporation. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends for the express purpose of objecting to the transaction of any business at the beginning of the meeting because the meeting is not lawfully called or convened.

Section 5. STOCKHOLDERS LIST. The officer having charge of the stock ledger of the Corporation shall make, at least 10 days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 6. QUORUM. Except as otherwise provided by applicable law or by the Articles of Incorporation, a majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time in accordance with Section 7 of this Article II, until a quorum shall be present or represented.

Section 7. ADJOURNED MEETINGS. When a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 8. VOTE REQUIRED. When a quorum is present, the affirmative vote of a majority of the shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the question is one upon which by express provision of an applicable law or of the Articles of Incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question. If applicable, where a separate vote by class is required, the affirmative vote of the majority of shares of such class present in person or represented by proxy at the meeting shall be the act of such class.

Section 9. VOTING RIGHTS. Except as otherwise provided by the General Corporation Law of the State of Nevada or by the Articles of Incorporation of the Corporation or any amendments

thereto and subject to Section 3 of Article VI hereof, every stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of common stock held by such stockholder.

Section 10. PROXIES. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him, her or it by proxy. Every proxy must be signed by the stockholder granting the proxy or by his, her or its attorney-in-fact. No proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally.

Section 11. ACTION BY WRITTEN CONSENT. Unless otherwise provided in the Articles of Incorporation, any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the state of Nevada, or the Corporation's principal place of business, or an officer or agent of the Corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested provided, however, that no consent or consents delivered by certified or registered mail shall be deemed delivered until such consent or consents are actually received at the registered office. All consents properly delivered in accordance with this section shall be deemed to be recorded when so delivered. No written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered to the Corporation as required by this section, written consents signed by the holders of a sufficient number of shares to take such corporate action are so recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Any action taken pursuant to such written consent or consents of the stockholders shall have the same force and effect as if taken by the stockholders at a meeting thereof.

ARTICLE III
DIRECTORS

Section 1. GENERAL POWERS. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 2. NUMBER, QUALIFICATION, ELECTION AND TERM OF OFFICE. The number of Directors that constitute the first Board of Directors shall be no less than one and no

more than five. Thereafter, the number of Directors shall be established from time to time by resolution of the Board. A Director shall be a natural person and at least 18 years of age. A Director need not be a resident of Nevada or a stockholder of the Corporation. The Directors shall be elected at each annual meeting of the stockholders, except as provided in Section 4 of this Article III. The Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the annual meeting and entitled to vote in the election of Directors. Each Director elected shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3. REMOVAL AND RESIGNATION. Any Director or the entire Board of Directors may be removed at any time, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of Directors. Whenever the holders of any class or series are entitled to elect one or more Directors by the provisions of the Corporation's Articles of Incorporation, the provisions of this section shall apply, in respect to the removal without cause or a Director or Directors so elected, to the vote of the holders of the outstanding shares of that class or series and not to the vote of the outstanding shares as a whole. Any Director may resign at any time upon written notice to the Corporation.

Section 4. VACANCIES. Except as otherwise provided by the Articles of Incorporation of the Corporation or any amendments thereto, vacancies and newly created directorships resulting from any increase in the authorized number of Directors may be filled by a majority vote of the Directors then in office. Each Director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

Section 5. ANNUAL MEETINGS. The annual meeting of each newly elected 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.

Section 6. OTHER MEETINGS AND NOTICE. Regular meetings, other than the annual meeting, of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by resolution of the Board. Special meetings of the Board of Directors may be called by or at the request of the President on at least 24 hours notice to each Director, either personally, by telephone, by mail, or by telegraph; in like manner and on like notice, the President must call a special meeting on the written request of at least a majority of the Directors.

Section 7. QUORUM, REQUIRED VOTE AND ADJOURNMENT. A majority of the total number of Directors shall constitute a quorum for the transaction of business. The vote of a majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. COMMITTEES. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the Directors of the Corporation, which to the extent provided in such resolution or these Bylaws shall have and may exercise the powers of the Board of Directors in the management and affairs

of the Corporation except as otherwise limited by law. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 9. COMMITTEE RULES. Each committee of the Board of Directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the Board of Directors designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum. In the event that a member and that member's alternate, if alternates are designated by the Board of Directors as provided in Section 8 of this Article III, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

Section 10. COMMUNICATIONS EQUIPMENT. Members of the Board of Directors or any committee thereof may participate in and act at any meeting of the Board or such committee through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this section shall constitute presence in person at the meeting.

Section 11. WAIVER OF NOTICE AND PRESUMPTION OF ASSENT. Any member of the Board of Directors or any committee thereof who is present at a meeting shall be conclusively presumed to have waived notice of such meeting except when such member attends for the express purpose of objecting to the transaction of any business at the beginning of the meeting because the meeting is not lawfully called or convened. Such member shall be conclusively presumed to have assented to any action taken, unless his or her dissent shall be entered in the minutes of the meeting or unless his or her written dissent to such action shall be filed with the person acting as the Secretary of the meeting before the adjournment thereof or shall be forwarded by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to any member who voted in favor of such action.

Section 12. ACTION BY WRITTEN CONSENT. Unless otherwise restricted by the Articles of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

ARTICLE IV
OFFICERS

Section 1. NUMBER. The officers of the Corporation shall be elected by the Board of Directors and shall consist of a Chairman, if any is elected, a Chief Executive Officer, if any is

elected, a President, a Secretary, a Treasurer, and such other officers and assistant officers as may be deemed necessary or desirable by the Board of Directors (all as defined below). Any number of offices may be held by the same person. In its discretion, the Board of Directors may choose not to fill any office for any period as it may deem advisable.

Section 2. ELECTION AND TERM OF OFFICE. The officers of the Corporation shall be elected annually by the Board of Directors at its first meeting held after each annual meeting of stockholders or as soon thereafter as may be conveniently held. The President shall appoint other officers to serve for such terms as he or she deems desirable. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3. REMOVAL. Any officer or agent elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. VACANCIES. Any vacancy occurring in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term by the Board of Directors then in office.

Section 5. COMPENSATION. Compensation of all officers shall be fixed by the Board of Directors, and no officer shall be prevented from receiving such compensation by virtue of his or her also being a Directors of the Corporation.

Section 6. THE CHAIRMAN OF THE BOARD. The "Chairman of the Board," if one shall have been elected, shall be a member of the Board of Directors, an officer of the Corporation, and, if present, shall preside at each meeting of the Board of Directors or shareholders. The Chairman of the Board shall, in the absence or disability of the President, act with all of the powers and be subject to all the restrictions of the President. He shall advise the President, and in the President's absence, other officers of the Corporation, and shall perform such other duties as may from time to time be assigned to him by the Board of Directors.

Section 7. THE CHIEF EXECUTIVE OFFICER. The "Chief Executive Officer," if any, shall be the chief executive officer of the Corporation. In the absence of the Chairman of the Board or if a Chairman of the Board shall have not been elected, the Chief Executive Officer shall preside at all meetings of the stockholders and Board of Directors at which he or she is present. Subject to the powers of the Board of Directors, the Chief Executive Officer shall have general charge of the business, affairs and property of the Corporation, and control over its officers, agents and employees, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The Chief Executive Officer shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or as may be provided in these Bylaws.

Section 8. THE PRESIDENT. The "President" shall be the president of the Corporation. In the absence of the Chairman of the Board and the Chief Executive Officer, or if a Chairman of the

Board and Chief Executive Officer shall not have been elected, the President shall preside at all meetings of the stockholders and Board of Directors at which he or she is present. Subject to the powers of the Board of Directors, the President shall have general charge of the business, affairs and property of the Corporation, and control over its officers, agents and employees, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or as may be provided in these Bylaws.

Section 9. VICE-PRESIDENTS. The "Vice-President," if any, or if there shall be more than one, the "Vice-Presidents" in the order determined by the Board of Directors shall, in the absence or disability of the President, act with all of the powers and be subject to all the restrictions of the President. The Vice-Presidents shall also perform such other duties and have such other powers as the Board of Directors, the President or these Bylaws may, from time to time, prescribe.

Section 10. THE SECRETARY AND ASSISTANT SECRETARIES. The "Secretary" shall attend all meetings of the Board of Directors, all meetings of the committees thereof and all meetings of the stockholders and record all the proceedings of the meetings in a book or books to be kept for that purpose. Under the President's supervision, the Secretary shall give, or cause to be given, all notices required to be given by these Bylaws or by law; shall have such powers and perform such duties as the Board of Directors, the President or these Bylaws may, from time to time, prescribe; and shall have custody of the corporate seal of the Corporation. The Secretary, or an "Assistant Secretary," shall have authority to affix the corporate seal to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his or her signature. The Assistant Secretary, or if there be more than one, the "Assistant Secretaries" in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors, the President, or Secretary may, from time to time, prescribe.

Section 11. THE TREASURER AND ASSISTANT TREASURER. The "Treasurer" shall have custody of the corporate funds and securities; shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation; shall deposit all monies and other valuable effects in the name and to the credit of the Corporation as may be ordered by the Board of Directors; shall cause the funds of the Corporation to be disbursed when such disbursements have been duly authorized, taking proper vouchers for such disbursements; shall render to the President and the Board of Directors, at its regular meeting or when the Board of Directors so requires, an account of the Corporation; and shall have such powers and perform such duties as the Board of Directors, the President or these Bylaws may, from time to time, prescribe. If required by the Board of Directors, the Treasurer shall give the Corporation a bond (which shall be rendered every six years) in such sums and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office of Treasurer and for the restoration to the Corporation, in case of death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in the possession or under the control of the Treasurer belonging to the Corporation. The "Assistant Treasurer," or if there shall be more than one, the "Assistant Treasurers" in the order determined by the Board of

Directors, shall in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer. The Assistant Treasurers shall perform such other duties and have such other powers as the Board of Directors, the President or Treasurer may, from time to time, prescribe.

Section 12. OTHER OFFICERS, ASSISTANT OFFICERS AND AGENTS. Officers, assistant officers and agents, if any, other than those whose duties are provided for in these Bylaws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the Board of Directors.

Section 13. ABSENCE OR DISABILITY OF OFFICERS. In the case of the absence or disability of any officer of the Corporation and of any person hereby authorized to act in such officer's place during such officer's absence or disability, the Board of Directors may by resolution delegate the powers and duties of such officer to any other officer or to any Director, or to any other person whom it may select.

ARTICLE V
INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS

Section 1. NATURE OF INDEMNITY. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "*proceeding*"), by reason of the fact that he or a person of whom he is the legal representative, is or was a Director or officer, of the Corporation or is or was serving at the request of the Corporation as a Director, officer, employee, fiduciary, or agent of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, employee, fiduciary or agent or in any other capacity while serving as a Director, officer, employee, fiduciary or agent, shall be indemnified and held harmless by the Corporation to the fullest extent which it is empowered to do so by the General Corporation Law of the State of Nevada, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expense, liability and loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 2 of this Article V, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article V shall be a contract right and, subject to Sections 2 and 5 hereof, shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of Directors and officers.

Section 2. PROCEDURE FOR INDEMNIFICATION OF DIRECTORS AND OFFICERS. Any indemnification of a Director or officer of the Corporation under Section 1 of this Article V or advance of expenses under Section 5 of this Article V shall be made promptly, and in any event within 30 days, upon the written request of the Director or officer. If a determination by the Corporation that the Director or officer is entitled to indemnification pursuant to this Article V, and the Corporation fails to respond within 60 days to a written request for indemnity, the Corporation shall be deemed to have approved the request. If the Corporation denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not made within 30 days, the right to indemnification or advances as granted by this Article V shall be enforceable by the Director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Nevada for the Corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Nevada, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 3. NONEXCLUSIVITY OF ARTICLE V. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article V shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of stockholders or disinterested Directors or otherwise.

Section 4. INSURANCE. The Corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a Director, officer, employee, fiduciary, or agent of the Corporation or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the Corporation would have the power to indemnify such person against such liability under this Article V.

Section 5. EXPENSES. Expenses incurred by any person described in Section 1 of this Article V in defending a proceeding shall be paid by the Corporation in advance of such proceeding's final disposition unless otherwise determined by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the

Corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

Section 6. EMPLOYEES AND AGENTS. Persons who are not covered by the foregoing provisions of this Article V and who are or were employees or agents of the Corporation, or who are or were serving at the request of the Corporation as employees or agents of another Corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the Board of Directors.

Section 7. CONTRACT RIGHTS. The provisions of this Article V shall be deemed to be a contract right between the Corporation and each Director or officer who serves in any such capacity at any time while this Article V and the relevant provisions of the General Corporation Law of the State of Nevada or other applicable law are in effect, and any repeal or modification of this Article V or any such law shall not affect any rights or obligations then existing with respect to any state of facts or proceeding then existing.

Section 8. MERGER OR CONSOLIDATION. For purposes of this Article V, references to "*the Corporation*" shall include, in addition to the resulting Corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its Directors, officers, and employees or agents, so that any person who is or was a Director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article V with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

ARTICLE VI
CERTIFICATES OF STOCK

Section 1. FORM. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by the Chairman of the Board, the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by such holder in the Corporation. If such a certificate is countersigned (1) by a transfer agent or an assistant transfer agent other than the Corporation or its employee or (2) by a registrar, other than the Corporation or its employee, the signature of any such Chairman of the Board, President, Vice-President, Secretary, or Assistant Secretary may be facsimiles. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on, any such certificate or certificates shall cease to be such officer or officers of the Corporation whether because of death, resignation or otherwise before such certificate or certificates have been delivered by the Corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the Corporation. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the

books of the Corporation. Shares of stock of the Corporation shall only be transferred on the books of the Corporation by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the Corporation of the certificate or certificates for such shares endorsed by the appropriate person or persons, with such evidence of the authenticity of such endorsement, transfer, authorization, and other matters as the Corporation may reasonably require, and accompanied by all necessary stock transfer stamps. In that event, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate or certificates, and record the transaction on its books. The Board of Directors may appoint a bank or trust company organized under the laws of the United States or any state thereof to act as its transfer agent or registrar, or both in connection with the transfer of any class or series of securities of the Corporation.

Section 2. LOST CERTIFICATES. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his or her legal representative, to give the Corporation a bond sufficient to indemnify the Corporation against any claim that may be made against the Corporation on account of the loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 3. FIXING A RECORD DATE FOR STOCKHOLDER MEETINGS. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the next day preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 4. FIXING A RECORD DATE FOR ACTION BY WRITTEN CONSENT. In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by statute, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State

of Nevada, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by statute, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 5. FIXING A RECORD DATE FOR OTHER PURPOSES. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purposes of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 6. SUBSCRIPTIONS FOR STOCK. Unless otherwise provided for in the subscription agreement, subscriptions for shares shall be paid in full at such time, or in such installments and at such times, as shall be determined by the Board of Directors. Any call made by the Board of Directors for payment on subscriptions shall be uniform as to all shares of the same class or as to all shares of the same series. In case of default in the payment of any installment or call when such payment is due, the Corporation may proceed to collect the amount due in the same manner as any debt due the Corporation.

ARTICLE VII
GENERAL PROVISIONS

Section 1. DIVIDENDS. Dividends upon the capital stock of the Corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Articles of Incorporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or any other purpose and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. CHECKS, DRAFTS OR ORDERS. All checks, drafts, or other orders for the payment of money by or to the Corporation and all notes and other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner, as shall be determined by resolution of the Board of Directors or a duly authorized committee thereof.

Section 3. CONTRACTS. The Board of Directors may authorize any officer or officers, or any agent or agents, of the Corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 4. LOANS. The Corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the Corporation or of its subsidiary, including any officer or employee who is a Director of the Corporation or its subsidiary, whenever, in the judgment of the Directors, such loan, guaranty or assistance may reasonably be expected to benefit the Corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the Corporation. Nothing contained in this section shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the Corporation at common law or under any statute.

Section 5. FISCAL YEAR. The fiscal year of the Corporation shall end on December 31 of each year, unless otherwise fixed by resolution of the Board of Directors.

Section 6. CORPORATE SEAL. The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Seal, Nevada". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 7. VOTING SECURITIES OWNED BY CORPORATION. Voting securities in any other Corporation held by the Corporation shall be voted by the President, unless the Board of Directors specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 8. INSPECTION OF BOOKS AND RECORDS. Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the Corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean any purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the Corporation at its registered office in the State of Nevada or at its principal place of business.

Section 9. SECTION HEADINGS. Section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 10. INCONSISTENT PROVISIONS. In the event that any provision of these Bylaws is or becomes inconsistent with any provision of the Articles of Incorporation of the Corporation,

any agreement entered into among the stockholders of the Corporation, the General Corporation Law of the State of Nevada or any other applicable law, the provision of these Bylaws shall not be given any effect to the extent of such inconsistency (but shall otherwise be given full force and effect) and the terms of such Articles of Incorporation, stockholders agreement, the General Corporation Law of the State of Nevada or applicable law shall govern with respect to, and to the extent of, such inconsistency.

ARTICLE VIII
AMENDMENTS

These Bylaws may be amended, altered, or repealed and new Bylaws adopted at any meeting of the Board of Directors by a majority vote. The fact that the power to adopt, amend, alter, or repeal the Bylaws has been conferred upon the Board of Directors shall not divest the stockholders of the same powers.

CERTIFICATE

The undersigned hereby certifies that he is the duly elected, qualified, acting and hereunto authorized Secretary of the Corporation and that the foregoing and annexed Bylaws constitute a true and complete copy of the Bylaws of said Corporation presently in full force and effect.

IN WITNESS WHEREOF, the undersigned has signed this Certificate.

DATED as of: July 25, 2016

/s/ Adam S. Tracy

Adam S. Tracy, Secretary

Signed before me this 25th day of July, 2016

Megan M Ruettiger

Notary Public

OFFICIAL SEAL
MEGAN M RUETTIGER
Notary Public - State of Illinois
My Commission Expires Oct 30, 2016

AGREEMENT AND PLAN OF MERGER

BETWEEN

SANTARO INTERACTIVE ENTERTAINMENT, INC.,

STIE ACQUISTION INC., and

KESTREL TRANSPORTATION LLC

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), is entered into effective as of December 14, 2016 by and among **Santaro Interactive Entertainment, Inc.,** a Nevada corporation ("STIE"), **STIE Acquisition, Inc.,** a Nevada corporation and a wholly-owned subsidiary of STIE (the "STIE Subsidiary"), and **Kestrel Transportation, LLC,** a limited liability entity organized under the laws of the State of Texas (the "Company"), and the stockholders listed in Exhibit A, who are the holders of at least a majority in interest of the issued and outstanding membership units of the Company (the "Company Members").

WHEREAS, STIE, through the STIE Subsidiary, desires to acquire all of the membership units of the Company (the "Company Securities") owned by the Company Members on the terms and conditions set forth in this Agreement;

WHEREAS, the parties intend to effectuate the aforementioned acquisition of Company Securities by merging the STIE Subsidiary with and into the Company (the "Merger") pursuant to the terms and conditions set forth in this Agreement with the STIE Subsidiary being the surviving corporation (the "Surviving Corporation") in the Merger;

WHEREAS, the parties will file a name change of STIE Subsidiary to Kestrel Transportation, LLC, and incorporate the Articles of Incorporation and Bylaws of Company into Surviving Corporation pursuant to the terms of the Merger; and

WHEREAS, the Company and the Company Members each deem it advisable and in their best interests to effect the Merger contemplated by this Agreement.

In consideration of the mutual covenants contained herein, STIE, STIE Subsidiary, the Company and the Company Members hereby agree as follows:

ARTICLE 1

TERMS OF THE MERGER

1.1 **Merger.** At the Effective Time (as hereinafter defined), upon the terms and subject to the conditions of this Agreement, the STIE Subsidiary shall merge with and into the Company (the "Merger") in accordance with the Nevada Corporations Code ("Nevada Act"). At the Effective Time, the separate existence of the Company shall cease and STIE Subsidiary shall be the surviving corporation in the Merger (the "Surviving Corporation"), and at the Effective Time, STIE Subsidiary shall be renamed Kestrel Transportation, LLC. The parties shall execute Articles of Merger ("Articles of Merger") and such other documents necessary to comply in all respects with the requirements of the Nevada Act and with the provisions of this Agreement.

1.2 **Effective Time**. Subject to the terms and conditions of this Agreement, the Merger shall become effective at the time of the filing of the Articles of Merger with the Secretary of State of Nevada in accordance with the applicable provisions of the Nevada Act or at such later time as may be specified in the Articles of Merger. The time when the Merger shall become effective is herein referred to as the "Effective Time," and the date on which the Effective Time occurs is

herein referred to as the "Closing Date." The closing of the Merger (the "Closing") and the filing of the Articles of Merger shall occur as soon as practicable after:

1.2.1 Execution of this Agreement after satisfactory completion by each party hereto of the due diligence investigation of each such other party to this Agreement;

1.2.2 Satisfaction of all conditions to closing set forth in Article 4, "Conditions Precedent to Obligations of STIE and STIE Subsidiary," and Article 5, "Conditions Precedent to the Obligations of the Company and the Company Members"; and

1.2.3 Receipt by STIE of any required approvals under the Nevada Act, the Nevada Act and any other applicable corporate law and any other required regulatory approvals.

1.3 **Closing**. The Closing Date shall be no later than January 6, 2017. Any further extension of the Closing Date may be made only with the written consent of STIE, the Company and the Company Members.

1.4 **Merger Consideration; Conversion of Shares**. Apart from the prior issuance of shares in STIE to the Company Members and apart from any post-merger consideration paid to the Company Members, the consideration to be paid to the Company Members in connection with the Merger (the "Merger Consideration") shall be issuance of up to 100,000,000 restricted shares on a 100,000 for 1 basis of STIE Common Stock, par value $0.001 per share (the "STIE Shares"), to the Company Members on the Closing Date. Subject to the provisions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of the Company Members the Company, STIE or the STIE Subsidiary, each outstanding membership unit of the Company shall be converted into the right to receive a pro rata amount of STIE Shares. The Company Transfer Agent shall be instructed to issue those share certificates to the Company Members on or near the Effective Time.

1.5 **No Company Convertible Securities or Promissory Note Obligations**. Options, warrants or other securities convertible into or exercisable to purchase shares of common stock of STIE, STIE Acquisition, or the Company are referred to as the "Convertible Securities," which does not include the Company Members interest in conversion of the membership units of the Company or the exchange of those units for shares in STIE.

1.5.1 STIE, STIE Acquisition, and the Company have no Convertible Securities issued or outstanding at this time, and any promissory note held by the Company that could be converted into Convertible Securities has been fully satisfied and paid in full by virtue of the actions of the Kestrel Members and the Company preceding and coincident with the execution of a prior Letter of Intent.

1.5.2 No other promissory notes or similar obligations are held by the company or any third party, and STIE, STIE Acquisition and the Company have no existing indebtedness to any party that has not been fully and completely satisfied or extinguished by Court order.

1.5.3 Accordingly, STIE, STIE Acquisition, and the Company have no outstanding options, warrants or other security convertible into or exercisable for any Convertible

Securities, and there shall be no exchange or conversion of securities during, on, or around the time of the Merger.

1.6 **Member's Rights upon Merger**. Before consummation of the Merger, the Company Members identified in Exhibit A own 1000 ownership units in the Company ("Company Securities"), and no other ownership units have been issued, have been transferred or are owned by any other entities or people. Upon consummation of the Merger, the Company Members shall cease to have any rights with respect to the certificates which theretofore represented units of Company Securities (the "Certificates"), and, subject to applicable law and this Agreement, shall have the right to receive their pro rata share of the Total Merger Consideration, including their pro rata share of the number of STIE Shares into which the Company Securities has been converted pursuant to this Agreement and the Merger.

1.7 **Surrender and Exchange of Securities; Payment of Merger Consideration**. In connection with the Closing, upon receipt of notice from the Company and STIE of the Effective Time, the Company Members shall surrender and deliver the Certificates to STIE duly endorsed in blank. As soon as reasonably practicable following the later to occur of the Effective Time or such surrender and delivery, STIE will deliver to the Company Members certificates representing their STIE Shares. Until so surrendered and exchanged, each outstanding Certificate after the Effective Time shall be deemed for all purposes to evidence only the right to receive the Total Merger Consideration set forth herein.

1.8 **Articles of Incorporation.** At and after the Effective Time, the Articles of Incorporation of the Company shall be the Articles of Incorporation of the Surviving Corporation and STIE.

1.9 **Bylaws.** At and after the Effective Time, the Bylaws of the Company shall be the Bylaws of the Surviving Corporation (subject to any amendment specified in the Plan of Merger and any subsequent amendment) and STIE.

1.10 **Name.** At and after the Effective Time, the name of STIE shall be changed to the name of Kestrel Transportation, Inc.

1.11 **Board of Directors**. Effective as of and after the Effective Time, the Board of Directors of STIE shall consist of persons selected by the Company whom are listed on Exhibit B of the Agreement. The Board of Directors of the Surviving Corporation shall be the current Board of Directors of the Company or such other persons as the Company may select, which is also listed in Exhibit B.

1.12 **Other Effects of Merger.** The Merger shall have all further effects as specified in the applicable provisions of the Nevada Act.

1.13 **Split of STIE Shares**. When this Merger Agreement is executed and immediately prior to the Effective Time, there are 169,875,000 shares of stock issued and outstanding ("pre-split"). Immediately prior to the Closing Date, STIE will split the issued and outstanding STIE Shares such that the STIE Shares issued and outstanding immediately prior to the Effective Time shall equal approximately 1.0% of the total amount of issued and outstanding shares immediately

after the Effective Time, or 1,698,750 shares, whichever is greater ("post-split"). Exhibit C specifies the stock split and market capitalization breakdown, which includes this stock split. For the purposes of this Agreement, the term "Fully Diluted Basis" shall include all issued and outstanding shares of capital stock of STIE, but shall exclude all options to purchase any class of capital stock of STIE that have not yet vested as of the Closing Date.

1.14 STIE Shares issued and outstanding, subject to adjustment as provided above. The calculation of the split of the STIE Shares and the STIE Shares to be issued as Total Merger Consideration is set forth in Exhibit C.

1.15 **Additional Actions**. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of the Company or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of Company, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Company, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement and the transactions contemplated hereby.

1.16 **Tax-Free Reorganization**. The parties intend that the Merger qualify as a tax-free reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code").

1.17 **Financial Statements and Income Tax Returns**. The parties contemplate that the Surviving Corporation, as a subsidiary of STIE, will include its financial results in STIE's consolidated financial statements.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE COMPANY MEMBERS

Except as disclosed on the schedules to be delivered by the Company and the Company Members to STIE and the STIE Subsidiary on the Closing Date (the "Company Disclosure Schedule"), which Company Disclosure Schedule is incorporated into and should be considered an integral part of this Agreement, the Company represents and warrants to STIE and the STIE Subsidiary as follows to all Sections, except for Sections 2.1, "Validity of Agreement," 2.3, "Title," and 2.31 "Investment Intent," which Sections are representations and warranties of the Company Stockholders and/or the Company, as the case may be:

2.1 **Validity of Agreement**. This Agreement is valid and binding upon the Company Members and the Company and neither the execution nor delivery of this Agreement by such parties nor the performance by such parties of any of their covenants or obligations hereunder will constitute a material default under any contract, agreement or obligation to which any of them is a

party or by which they or any of their respective properties are bound. This Agreement is enforceable severally against the Company and the Company Members in accordance with its terms, subject to bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally.

2.2 **Organization and Good Standing**. The Company is a corporation duly organized and existing in good standing under the laws of the State of Texas. The Company has full corporate power and authority to carry on its business as now conducted and to own or lease and operate the properties and assets now owned or leased and operated by it. The Company is duly qualified to transact business in the State of Texas and in all states and jurisdictions in which the business or ownership of its property makes it necessary so to qualify, except for jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders qualification as a foreign corporation unnecessary as a practical matter.

2.3 **Title**. The Company Members have full right and title to the Company Securities to be exchanged free and clear of all liens, encumbrances, restrictions and claims of every kind and such Company Securities constitute the Company Securities which the Company Members, directly or indirectly, own or have any right to acquire by virtue of the merger. Other securities and compensation may be issued by STIE to the Board of Directors or Officers of STIE in the future for performance of work or activities unrelated to the Merger. The Company Members have the legal right, power and authority to enter into this Agreement and will have the right to sell, assign, transfer and convey the Company Securities so owned by them pursuant to this Agreement and deliver to STIE valid title to the Company Securities pursuant to the provisions of this Agreement, free and clear of all liens, encumbrances, restrictions and claims of every kind. There are no outstanding options, warrants, rights, calls, commitments, conversion rights, rights of exchange, plans or other agreements of any character providing for the purchase or sale of any Company Securities owned by the Company Members.

2.4 **Exclusive Dealing**. The Company Members are not engaged in any discussions or negotiations for the purchase or sale of any Company Securities, except those discussions with STIE which are embodied in this Agreement.

2.5 **Capitalization**. The Company Securities constitute the only outstanding securities of the Company of any nature whatsoever, voting and non-voting. The Company Securities are validly issued, fully paid and non-assessable and are subject to no restrictions on transfer, except those imposed by the applicable federal and state securities laws. All Company Securities are certificated, and the Company has not executed and delivered certificates for Company Securities in excess of the number of Company Securities set forth herein. Except as set forth in the Company Disclosure Schedule, there are no outstanding options, warrants, rights, calls, commitments, conversion rights, plans or other agreements of any character providing for the purchase, issuance or sale of, or any securities convertible into, capital stock of the Company, whether issued, unissued or held in its treasury. There are no treasury units.

2.6 **Subsidiaries**. The Company has no subsidiaries. The Company does not own five percent (5%) or more of the securities having voting power of any corporation (or would own such securities in such amount upon the closing of any existing purchase obligations for securities).

2.7 **Ownership and Authority**. The execution, delivery and performance of this Agreement by the Company has been duly authorized by the Members of the Company and all other required corporate approvals have been obtained. This Agreement is valid and binding upon the Company, and is enforceable against the Company in accordance with its terms, subject to bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally. The execution, delivery and performance of this Agreement by the Company will not result in the violation or breach of any term or provision of charter instruments applicable to the Company or constitute a material default under any material indenture, mortgage, deed of trust or other contract or agreement to which the Company is a party or by which the Company or any of its properties is bound and will not cause the creation of a lien or encumbrance on any properties owned by or leased to or by the Company.

2.8 **Liabilities and Obligations**. Except to the extent set forth in the Company Financial Statements or disclosed in the Company Disclosure Schedule, the Company has no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) secured by a pledge or a lien on any of its assets.

2.9 **Financial Statements.** The financial statements for the Company for the years ending December 31, 2015 (the "Financial Statements") have been prepared from the books and records of the Company by its independent public accountants. The Company Financial Statements (i) are true, complete, and correct, and fairly present the financial condition and assets and liabilities or the results of operations of the Company as of the dates thereof and for the periods indicated in conformity with generally accepted accounting principles consistently applied, and (ii) contain and reflect all necessary adjustments for fair and accurate presentation of the financial condition as of such dates. There has not been any change between the date of the Company Financial Statements and the date of this Agreement which has had an adverse effect on the financial position or results of operations of the Company. Except as and to the extent reflected or reserved against in such Company Financial Statements, or otherwise expressly disclosed therein, the Company has no liabilities or obligations, contingent or otherwise, of a nature required to be reflected in the Company Financial Statements in accordance with generally accepted accounting principles consistently applied.

2.10 **Absence of Certain Changes**. During the period from the date of this Agreement through and including the Closing Date, the Company has not:

2.10.1 Suffered any adverse change affecting its assets, liabilities, financial condition or business except in the ordinary course of business;

2.10.2 Made any change in the compensation payable or to become payable to any of its employees or agents, or made any bonus payments or compensation arrangements to or with any of its employees or agents, whether direct or indirect, except in the ordinary course of business consistent with past practices;

2.10.3 Paid or declared any dividends, distributions or other payments due or owing to the Selling Members or redeemed or repurchased (or agreed to redeem or repurchase) any of its Membership Units

2.10.4 Issued any securities, or granted any options or warrants to purchase securities or issued any securities convertible into securities of the Company;

2.10.5 Sold or transferred any of its assets or canceled any indebtedness or claims owing to it, except in the ordinary course of business and consistent with its past practices;

2.10.6 Sold, assigned or transferred any formulas, inventions, patents, patent applications, trademarks, trade names, copyrights, licenses, computer programs or software, know-how or other intangible assets;

2.10.7 Amended or terminated any contract, agreement or license to which it is a party otherwise than in the ordinary course of business or as may be necessary or appropriate for the consummation of the transactions described herein;

2.10.8 Borrowed any money or incurred, directly or indirectly (as a guarantor or otherwise), any indebtedness in excess of $10,000, except in the ordinary course of business and consistent with its past practices;

2.10.9 Discharged or satisfied any lien or encumbrance or paid any obligation or liability (absolute or contingent), other than current liabilities shown in the Financial Statements or current liabilities incurred since such date in the ordinary course of business, consistent with its past practices;

2.10.10 Mortgaged, pledged or subjected to lien, charge or other encumbrance any of its assets, except in the ordinary course of business and consistent with its past practices; or

2.10.11 Entered into or committed to any other transaction other than in the ordinary course of business, consistent with past practices.

2.11 **Taxes**. The Company has filed all necessary federal, state, local or foreign tax returns, tax reports or forms that the Company is required to do since its inception. The Company is not obligated to make any payments, and is not a party to any agreement that under any circumstances could obligate it to make any payments that will not be deductible under Section 280G of the Code. The Company has disclosed on its federal income tax returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Section 6662 of the Code. The Company is not a party to any Tax allocation or sharing agreement. The Company (i) has not been a member of an affiliated group filing a consolidated federal income tax return, (ii) is not and has not ever been a partner in a partnership or an owner of an interest in an entity treated as a partnership for federal income tax purposes, and (iii) has no liability for the Taxes of any person (other than the Company or its Members) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

2.12 **Title to Properties and Assets.** The Company presently owns or leases real property from which it conducts its business and owns or leases certain personal property. The Company has good and marketable title to all real, intangible, and personal property reflected on its books and records as owned by it or otherwise required or used in the operation of its business,

free and clear of all security interests, liens, encumbrances, mortgages or charges of any nature. Any security interests, liens, encumbrances, mortgages or charges not set forth in the Company's Financial Statements or disclosed in the Company Disclosure Schedule shall be discharged in full on or before the Closing Date and evidenced by UCC Releases delivered by the Company on the Closing Date. Such improved real property or tangible personal property is in good operating condition and repair, and suitable for the purpose for which it is being used, subject in each case to consumption in the ordinary course, ordinary wear and tear and ordinary repair, maintenance and periodic replacement.

2.13 **Accounts Receivable/Payable.** Since January 1, 2016 (and at all times prior to that date), the Company has no accounts receivable, unbilled invoices and other debts, other than operating expenses incurred during the ordinary course of business or expenses incurred from the interactions with STIE and/or STIE Acquisition, Inc. There have been no material adverse changes since June 30, 2016 in any accounts receivable or other debts due the Company or the allowances with respect thereto or accounts payable of the Company from that reflected in the Financial Statements.

2.14 **Material Documents.** Neither the Company nor any of the other parties thereto, is or will be, merely with the passage of time, in default under any such material document nor is there any requirement for any of such material documents to be novated or to have the consent of the other contracting party in order for such material documents to be valid, effective and enforceable by the Company after the Closing Date as it was immediately prior thereto.

2.15 **Intellectual Property.** There are no pending or, to the knowledge of the Company and the Company Stockholders, threatened claims of infringement upon the rights of any intellectual property rights owned by third parties.

2.16 **No Default**. Neither the Company nor the Company Members are in material default of any provision of any contract, commitment, or agreement respecting the Company or its assets to which the Company or the Company Stockholders is or are parties or by which they are bound.

2.17 **Litigation.** There are no lawsuits, arbitration actions or other proceedings (equitable, legal, administrative or otherwise) pending or, threatened, and there are no investigations pending or threatened against the Company which relate to and could have a material adverse effect on the properties, business, assets or financial condition of the Company or which could adversely affect the validity or enforceability of this Agreement or the obligation or ability of the Company Members or the Company to perform their respective obligations under this Agreement or to carry out the transactions contemplated by this Agreement or otherwise affecting the Shares.

2.18 **Finders**. Neither the Company nor the Company Members owe any fees or commissions, or other compensation or payments to any broker, finder, financial consultant, or similar person claiming to have been employed or retained by or on behalf of the Company or the Company Members in connection with this Agreement or the transactions contemplated hereby.

2.19 **Employees**. At the present time, the Company has no written employment agreements with any of its employees and it does not currently use the services of nor has it at any time engaged any independent contractor, except for the services of its Members.

2.20 **Absence of Pension Liability**. The Company has no liability of any nature to any person or entity for pension or retirement obligations, vested or unvested, to or for the benefit of any of its existing or former employees. The consummation of the transactions contemplated by this Agreement will not entitle any employee of the Company to severance pay, unemployment compensation or any other payment, except as expressly provided in this Agreement, including the Exhibits, or accelerate the time of payment or increase the amount of compensation due to any such employee. The Company does not presently have nor has it ever had any employee benefit plans and has no announced plan or legally binding commitment to create any employee benefit plans.

2.21 **Compliance with Laws.** The Company has conducted and is continuing to conduct its business in compliance with, and is in compliance with, all applicable statutes, orders, rules and regulations promulgated by governmental authorities relating in any respect to its operations, conduct of business or use of properties, except where noncompliance with any such statutes, orders, rules or regulations would not have an adverse effect on the Company or its results of operations. Such statutes, orders, rules or regulations include, but are not limited to, any applicable statute, order, rule or regulation relating to: (i) wages, hours, hiring, nondiscrimination, retirement, benefits, pensions, working conditions, and worker safety and health; (ii) air, water, toxic substances, noise, or solid, gaseous or liquid waste generation, handling, storage, disposal or transportation; (iii) zoning and building codes; (iv) the production, storage, processing, advertising, sale, distribution, transportation, disposal, use and warranty of products; (v) all applicable "whistle-blowing" state and federal rules, statutes and regulations allowing employee and other persons to report illegal activities, or (vi) trade and antitrust regulations. The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated by this Agreement will not, separately or jointly, violate, contravene or constitute a default under any applicable statutes, orders, rules and regulations promulgated by governmental authorities or cause a lien on any property used, owned or leased by the Company to be created thereunder. To the knowledge of the Company, there are no proposed changes in any applicable statutes, orders, rules and regulations promulgated by governmental authorities that would cause any representation or warranty contained in this Section 2.21 to be untrue or have an adverse effect on its operations, conduct of business or use of properties.

2.22 **Filings**. The Company has made all filings and reports required under all local, state and federal laws with respect to its business and of any predecessor entity or partnership, except filings and reports in those jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders the required filings or reports unnecessary as a practical matter.

2.23 **Certain Activities.** The Company has not, directly or indirectly, engaged in or been a party to any of the following activities:

2.23.1 Bribes, kickbacks or gratuities to any person or entity, including domestic or foreign government officials or any other payments to any such persons or entity, whether legal or not legal, to obtain or retain business or to receive favorable treatment of any nature with regard to business (excluding commissions or gratuities paid or given in full compliance with applicable law and constituting ordinary and necessary expenses incurred in carrying on its business in the ordinary course);

2.23.2 Contributions (including gifts), whether legal or not legal, made to any domestic or foreign political party, political candidate or holder of political office;

2.23.3 Holding of or participation in bank accounts, funds or pools of funds created or maintained in the United States or any foreign country, without being reflected on the corporate books of account, or as to which receipts or disbursements therefrom have not been reflected on such books, the purpose of which is to obtain or retain business or to receive favorable treatment with regard to business;

2.23.4 Receiving or disbursing monies, the actual nature of which has been improperly disguised or intentionally mis-recorded on or improperly omitted from the corporate books of account;

2.23.5 Paying fees to domestic or foreign consultants or commercial agents which exceed the reasonable value of the ordinary and customary consulting and agency services purported to have been rendered;

2.23.6 Paying or reimbursing (including gifts) personnel of the Company for the purpose of enabling them to expend time or to make contributions or payments of the kind or for the purposes referred to in Subparagraphs 2.23.1 through 2.23.5 above;

2.23.7 Participating in any manner in any activity which is illegal under the international boycott provisions of the Export Administration Act, as amended, or the international boycott provisions of the Internal Revenue Code, or guidelines or regulations thereunder; and

2.23.8 Making or permitting unlawful charges, mischarges or defective or fraudulent pricing under any contract or subcontract under a contract with any department, agency or subdivision thereof, of the United States government, state or municipal government or foreign government.

2.24 **Employment Relations**. The Company is in compliance with all federal, state or other applicable laws, domestic or foreign, respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not and is not engaged in any unfair labor practice; no unfair labor practice complaint against the Company is pending before the National Labor Relations Board; there is no labor strike, dispute, slow down or stoppage actually pending or threatened against or involving the Company; no labor representation question exists respecting the employees of the Company; no grievance which might have an adverse effect upon the Company or the conduct of its business exists; no arbitration proceeding arising out of or under any collective bargaining agreement is currently being negotiated by the Company; and the Company has not experienced any material labor difficulty during the last three (3) years.

2.25 **Insurance Coverage.** To the extent the Company has coverage under any policies of fire, liability, workers' compensation or other forms of insurance of the Company, the Company has complied with the terms and provisions of such policies including, without limitation, all riders and amendments thereto, and the Company has met required collateral and premium for coverages in force. In the reasonable judgment of the Company and the Company Stockholders and to the extent such coverage exists, such insurance is adequate and the Company will keep all current insurance policies in effect through the Closing.

2.26 **Articles of Incorporation and Bylaws.** The Company has heretofore delivered to STIE true, accurate and complete copies of the Articles of Incorporation and Bylaws of the Company, together with all amendments to each of the same as of the date hereof.

2.27 **Corporate Minutes**. The minute books of the Company provided to STIE at the Closing are the correct and only such minute books and do and will contain, in all material respects, complete and accurate records of any and all proceedings and actions at all meetings, including written consents executed in lieu of meetings of its shareholders, Board of Directors and committees thereof through the Closing Date. The stock records of the Company delivered to STIE at the Closing are the correct and only such stock records and accurately reflects all issues and transfers of record of the capital stock of the Company. The Company does not have any of its records or information recorded, stored, maintained or held off the premises of the Company.

2.28 **Default on Indebtedness.** The Company is not in default under any evidence of indebtedness for borrowed money.

2.29 **Indebtedness.** Neither the Company Members nor any corporation or entity with which they are affiliated are indebted to the Company, and the Company has no indebtedness or liability to any Member or any corporation or entity with which they are affiliated except for normal business expenses incurred for the Company or other than operating expenses incurred during the ordinary course of business or expenses incurred from the interactions with STIE and/or STIE Acquisition, Inc.

2.30 **Governmental Approvals.** Other than possibly Nevada Secretary of State, FINRA or OTC approvals, no other consent, approval or authorization of, or notification to or registration with, any governmental authority, either federal, state or local, is required in connection with the execution, delivery and performance of this Agreement by the Company Members or the Company.

2.31 **Investment Intent.** The Company Members are taking the STIE Shares for their own account and for investment, with no present intention of dividing their interest with others or of reselling or otherwise disposing of all or any portion of the STIE Shares other than pursuant to available exemptions under applicable securities laws. Other than expressed in a separate 10b5 Plan, Agreement or Notice that may be created or formalized, the Company Members have no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for, or which is likely to compel, a disposition of the STIE Shares. The Company Members possess the experience in business in which STIE is involved necessary to make an informed decision to acquire the STIE Shares and the Company Members have the financial means to bear the economic risk of the investment in the STIE Shares as of the Closing

Date. The Company Members have been represented by legal counsel and have consulted with financial advisors to the extent they deemed necessary. The Company Members have received and read the Disclosure Statement of STIE including its financial statements, SEC Reports, as defined in Section 3.6, "Securities Filings; Financial Statements," and any additional information they have requested. The Company Members have had the opportunity to ask questions of the directors and officers of STIE concerning STIE.

2.32 **Licenses, Permits and Required Consents.** The Company has all required franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations and permits ("Authorizations") necessary to the conduct of its business as currently conducted or proposed to be conducted. To the extent necessary and in existence, all Authorizations relating to the business of the Company are in full force and effect, no violations have been made in respect thereof, and no proceeding is pending or threatened which could have the effect of revoking or limiting any such Authorizations and the same will not cease to remain in full force and effect by reason of the transactions contemplated by this Agreement.

2.33 **Completeness of Representations and Schedules**. The Disclosure Schedule and Exhibits hereto completely and correctly present in all material respects the information required by this Agreement. This Agreement, any Schedules and Exhibits to be delivered under this Agreement and the representations and warranties of this Article 2 and the documents and written information pertaining to the Company and the Company Members furnished to STIE and the STIE Subsidiary or their respective agents by or on behalf of, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make this Agreement, or such certificates, schedules, documents or written information, not misleading.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF STIE, THE STIE SUBSIDIARY AND THE PRINCIPAL STIE SHAREHOLDERS

Except as disclosed in the schedules to be delivered by STIE and the STIE Subsidiary on the Closing Date (the "STIE Disclosure Schedule"), which STIE Disclosure Schedule is incorporated into and should be considered an integral part of this Agreement, STIE and the STIE Subsidiary represent and warrant to the Company and the Members as follows to all Sections except for Section 3.29, "Transferability of STIE Shares," which Section contains representations and warranties of the STIE Principal Shareholders:

3.1 **Organization and Good Standing.**

3.1.1 STIE is a corporation duly organized and existing in good standing under the laws of the State of Nevada. STIE has full corporate power and authority to carry on its business as now conducted. STIE is duly qualified to transact business in the State of Nevada and in all states and jurisdictions in which the business or ownership of the STIE Subsidiary's properties or assets makes it necessary so to qualify (other than in jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders qualification as a foreign corporation unnecessary as a practical matter).

3.1.2 The STIE Subsidiary is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Nevada. The STIE Subsidiary has full corporate power and authority to carry on its business as now conducted. STIE Subsidiary is duly qualified to transact business in the State of Nevada and in all states and jurisdictions in which the business or ownership of the STIE Subsidiary's properties or assets makes it necessary so to qualify (other than in jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders qualification as a foreign corporation unnecessary as a practical matter).

3.2 **Finders.** No agent, broker, person or firm acting on behalf of STIE or the STIE Subsidiary is, or will be, entitled to any commission or broker's or finder's fees from any of the parties to this Agreement, or from any person controlling, controlled by or under common control with any of the parties to this Agreement, in connection with any of the transactions contemplated in this Agreement.

3.3 **Authority and Consent**. The execution, delivery and performance of this Agreement by STIE and the STIE Subsidiary have been duly authorized by their respective Board of Directors. This Agreement is valid and binding upon STIE and the STIE Subsidiary, subject to shareholder approval, and is enforceable against STIE and the STIE Subsidiary in accordance with its terms, subject to bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally. STIE and the STIE Subsidiary have read and understand this Agreement, have consulted legal and accounting representatives to the extent deemed necessary and have the capacity to enter into this Agreement and to carry out the transactions contemplated hereby without the consent of any third party, except shareholder approval.

3.4 **Validity of Agreement**. Neither the execution nor the delivery of this Agreement by STIE and the STIE Subsidiary, nor the performance by STIE and the STIE Subsidiary of any of the covenants or obligations to be performed by STIE and the STIE Subsidiary hereunder, will result in any violation of any order, decree or judgment of any court or other governmental body, or statute or law applicable to STIE and the STIE Subsidiary, or in any breach of any terms or provisions of the Articles of Incorporation or the Bylaws of STIE or the STIE Subsidiary, respectively, or constitute a default under any indenture, mortgage, deed of trust or other contract to which STIE and the STIE Subsidiary is a party or by which STIE and the STIE Subsidiary is bound.

3.5 **Government Approvals**. Other than possibly Nevada Secretary of State, FINRA or OTC approvals, no other consent, approval or authorization of, or notification to or registration with, any governmental authority, either federal, state or local, is required in connection with the execution, delivery and performance of this Agreement by STIE and the STIE Subsidiary.

3.6 **Securities Filings; Financial Statements**. STIE has made available to the Company and the Members information and/or a Disclosure Statement and true and complete copies of all reports, statements and registration statements and amendments thereto filed by STIE with the Securities and Exchange Commission since June 30, 2015 (the "SEC Reports"). As of their respective dates, or as of the date of the last amendment thereof, if amended after filing, none of the SEC Reports (including all schedules thereto and disclosure documents incorporated by

reference therein), contains any untrue statement of a material fact or omitted a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of the SEC Reports as of the time of filing or as of the date of the last amendment thereof, if amended after filing, complied in all material respects with the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or the Securities Act of 1933, as amended (the "Securities Act"), as applicable. The consolidated financial statements of STIE included in the SEC Reports fairly present in conformity in all material respects with GAAP applied on a consistent basis the consolidated financial position of STIE as of the dates thereof and their consolidated results of operations and changes in financial position for the periods then ended.

3.7 **Capitalization**.

3.7.1 The authorized capital stock of STIE consists of 500,000,000 shares of Common Stock, $0.001 par value per share, 169,875,000 shares of which are issued and outstanding and 1,698,750 shares of which will be outstanding after the STIE Stock Split ("Outstanding STIE Shares"), subject to adjustment as provided in Section 1.13, "Split of STIE Shares". Prior to the Closing Date, the Outstanding STIE Shares constitute the only outstanding shares of the capital stock of STIE of any nature whatsoever, voting and non-voting. The Outstanding STIE Shares are validly issued, fully paid and non-assessable and are subject to no restrictions on transfer. All Outstanding STIE Shares are certificated, and the Company has executed and delivered no certificates for shares in excess of the number of Outstanding STIE Shares set forth in this Section 2.5. There are no outstanding options, warrants, rights, calls, commitments, conversion rights, plans or other agreements of any character providing for the purchase, issuance or sale of, or any securities convertible into, capital stock of STIE, whether issued, unissued or held in its treasury. There are no treasury shares.

3.7.2 The authorized capital stock of the STIE Subsidiary consists of 1,000 shares of Common Stock, $0.001 par value per share, 1,000 of which are issued and outstanding ("Outstanding STIE Subsidiary Shares"). The Outstanding STIE Subsidiary Shares constitute the only outstanding shares of the capital stock of the STIE Subsidiary of any nature whatsoever, voting and non-voting. The Outstanding STIE Subsidiary Shares are validly issued, fully paid and non-assessable and are subject to no restrictions on transfer. The Company has executed and delivered no certificates for shares in excess of the number of Outstanding STIE Subsidiary Shares set forth in this Section 3.7.2. There are no outstanding options, warrants, rights, calls, commitments, conversion rights, plans or other agreements of any character providing for the purchase, issuance or sale of, or any securities convertible into, capital stock of the STIE Subsidiary, whether issued, unissued or held in its treasury. There are no treasury shares.

3.8 **Subsidiaries**. Except for the STIE Subsidiary, neither STIE nor the STIE Subsidiary has any subsidiaries. Neither STIE nor the STIE Subsidiary own five percent (5%) or more of the securities having voting power of any corporation (or would own such securities in such amount upon the closing of any existing purchase obligations for securities).

3.9 **Absence of Certain Changes.** During the period from the date of this Agreement through and including the Closing Date, neither STIE nor the STIE Subsidiary has:

3.9.1 Suffered any adverse change affecting its assets, liabilities, financial condition or business except in the ordinary course of business;

3.9.2 Made any change in the compensation payable or to become payable to any of its employees or agents, or made any bonus payments or compensation arrangements to or with any of its employees or agents, whether direct or indirect, except in the ordinary course of business consistent with past practices;

3.9.3 Paid or declared any dividends, distributions or other payments due or owing to the Selling Shareholders or redeemed or repurchased (or agreed to redeem or repurchase) any of its capital stock;

3.9.4 Issued any stock, or granted any stock options or warrants to purchase stock or issued any securities convertible into common stock of STIE or the STIE Subsidiary;

3.9.5 Sold or transferred any of its assets or canceled any indebtedness or claims owing to it, except in the ordinary course of business and consistent with its past practices;

3.9.6 Sold, assigned or transferred any formulas, inventions, patents, patent applications, trademarks, trade names, copyrights, licenses, computer programs or software, know-how or other intangible assets;

3.9.7 Amended or terminated any contract, agreement or license to which it is a party otherwise than in the ordinary course of business or as may be necessary or appropriate for the consummation of the transactions described herein;

3.9.8 Borrowed any money or incurred, directly or indirectly (as a guarantor or otherwise), any indebtedness in excess of $5,000, except in the ordinary course of business and consistent with its past practices;

3.9.9 Discharged or satisfied any lien or encumbrance or paid any obligation or liability (absolute or contingent), other than current liabilities shown in the Financial Statements or current liabilities incurred since such date in the ordinary course of business, consistent with its past practices;

3.9.10 Mortgaged, pledged or subjected to lien, charge or other encumbrance any of its assets, except in the ordinary course of business and consistent with its past practices; or

3.9.11 Entered into or committed to any other transaction other than in the ordinary course of business, consistent with past practices.

3.10 **Taxes**. With respect to STIE and/or STIE Subsidiary, it is believed that no taxes are due to any federal, state, local or foreign tax authority, and that STIE and/or STIE Subsidiary are not obligated to make any payments, and is not a party to any agreement that under any circumstances could obligate it to make any payments that will not be deductible under Section 280G of the Code. To the extent necessary, STIE and/or STIE Subsidiary has disclosed on its federal income tax returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Section 6662 of the Code, and that

STIE and/or STIE Subsidiary are not a party to any Tax allocation or sharing agreement. It is understood and believed that STIE and/or STIE Subsidiary are: (i) not been a member of an affiliated group filing a consolidated federal income tax return, (ii) not and has not ever been a partner in a partnership or an owner of an interest in an entity treated as a partnership for federal income tax purposes, and (iii) not subject to any liability for the Taxes of any person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

3.11 **Title to Properties and Assets**. STIE presently owns or leases real property from which it conducts its business and owns or leases certain personal property. STIE has good and marketable title to all real and personal property reflected on its books and records as owned by it or otherwise required or used in the operation of its business, free and clear of all security interests, liens, encumbrances, mortgages or charges of any nature. Such improved real property or tangible personal property is in good operating condition and repair, and suitable for the purpose for which it is being used, subject in each case to consumption in the ordinary course, ordinary wear and tear and ordinary repair, maintenance and periodic replacement.

3.12 **Material Documents**. Neither STIE, the STIE Subsidiary nor any of the other parties thereto, is or will be, merely with the passage of time, in default under any such material document nor is there any requirement for any of such material documents to be novated or to have the consent of the other contracting party in order for such material documents to be valid, effective and enforceable by STIE or the STIE Subsidiary, as the case may be, after the Closing Date as it was immediately prior thereto.

3.13 **Intellectual Property**. There are no pending or threatened claims of infringement by STIE and/or STIE Subsidiary of the rights to any intellectual property held by others.

3.14 **No Default**. Neither STIE nor the STIE Subsidiary is in default under any provision of any contract, commitment, or agreement respecting STIE, the STIE Subsidiary or any of their respective assets to which STIE or the STIE Subsidiary is or are parties or by which they are bound.

3.15 **Litigation**. There are no lawsuits, arbitration actions or other proceedings (equitable, legal, administrative or otherwise) pending or, threatened, and there are no investigations pending or threatened against STIE or the STIE Subsidiary which relate to and could have a material adverse effect on the properties, business, assets or financial condition of STIE or the STIE Subsidiary or which could adversely affect the validity or enforceability of this Agreement or the obligation or ability of STIE or the STIE Subsidiary to perform their respective obligations under this Agreement or to carry out the transactions contemplated by this Agreement.

3.16 **Absence of Pension Liability**. Neither STIE nor the STIE Subsidiary has any liability of any nature to any person or entity for pension or retirement obligations, vested or unvested, to or for the benefit of any of its existing or former employees. The consummation of the transactions contemplated by this Agreement will not entitle any employee of STIE or the STIE Subsidiary to severance pay, unemployment compensation or any other payment, except as expressly provided in this Agreement, including the Exhibits, or accelerate the time of payment or increase the amount of compensation due to any such employee. Neither STIE nor the STIE

Subsidiary have presently nor have they ever had any employee benefit plans and have no announced plan or legally binding commitment to create any employee benefit plans.

3.17 **Compliance with Laws**. STIE and the STIE Subsidiary have conducted and are continuing to conduct their respective businesses in compliance with, and are in compliance with, all applicable statutes, orders, rules and regulations promulgated by governmental authorities relating in any respect to its operations, conduct of business or use of properties, except where noncompliance with any such statutes, orders, rules or regulations would not have an adverse effect on either STIE, the STIE Subsidiary or their respective results of operations. Such statutes, orders, rules or regulations include, but are not limited to, any applicable statute, order, rule or regulation relating to (i) wages, hours, hiring, nondiscrimination, retirement, benefits, pensions, working conditions, and worker safety and health; (ii) air, water, toxic substances, noise, or solid, gaseous or liquid waste generation, handling, storage, disposal or transportation; (iii) zoning and building codes; (iv) the production, storage, processing, advertising, sale, distribution, transportation, disposal, use and warranty of products; (v) all applicable "whistle-blowing" state and federal rules, statutes and regulations allowing employee and other persons to report illegal activities, or (vi) trade and antitrust regulations. The execution, delivery and performance of this Agreement by STIE and the STIE Subsidiary and the consummation by STIE and the STIE Subsidiary of the transactions contemplated by this Agreement will not, separately or jointly, violate, contravene or constitute a default under any applicable statutes, orders, rules and regulations promulgated by governmental authorities or cause a lien on any property used, owned or leased by STIE or the STIE Subsidiary to be created thereunder. There are no proposed changes in any applicable statutes, orders, rules and regulations promulgated by governmental authorities that would cause any representation or warranty contained in this Section 3.17 to be untrue or have an adverse effect on its operations, conduct of business or use of properties.

3.18 **Filings**. STIE and the STIE Subsidiary have made all filings and reports required under all local, state and federal laws with respect to its business and of any predecessor entity or partnership, except filings and reports in those jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders the required filings or reports unnecessary as a practical matter.

3.19 **Certain Activities**. Neither STIE nor the STIE Subsidiary has, directly or indirectly, engaged in or been a party to any of the following activities:

3.19.1 Bribes, kickbacks or gratuities to any person or entity, including domestic or foreign government officials or any other payments to any such persons or entity, whether legal or not legal, to obtain or retain business or to receive favorable treatment of any nature with regard to business (excluding commissions or gratuities paid or given in full compliance with applicable law and constituting ordinary and necessary expenses incurred in carrying on its business in the ordinary course);

3.19.2 Contributions (including gifts), whether legal or not legal, made to any domestic or foreign political party, political candidate or holder of political office;

3.19.3 Holding of or participation in bank accounts, funds or pools of funds created or maintained in the United States or any foreign country, without being reflected on the

corporate books of account, or as to which receipts or disbursements therefrom have not been reflected on such books, the purpose of which is to obtain or retain business or to receive favorable treatment with regard to business;

3.19.4 Receiving or disbursing monies, the actual nature of which has been improperly disguised or intentionally mis-recorded on or improperly omitted from the corporate books of account;

3.19.5 Paying fees to domestic or foreign consultants or commercial agents which exceed the reasonable value of the ordinary and customary consulting and agency services purported to have been rendered;

3.19.6 Paying or reimbursing (including gifts) personnel of STIE or the STIE Subsidiary for the purpose of enabling them to expend time or to make contributions or payments of the kind or for the purposes referred to in Subparagraphs 2.23.1 through 2.23.5 above;

3.19.7 Participating in any manner in any activity which is illegal under the international boycott provisions of the Export Administration Act, as amended, or the international boycott provisions of the Internal Revenue Code, or guidelines or regulations thereunder; and

3.19.8 Making or permitting unlawful charges, mischarges or defective or fraudulent pricing under any contract or subcontract under a contract with any department, agency or subdivision thereof, of the United States government, state or municipal government or foreign government.

3.20 **Employment Relations**. STIE and the STIE Subsidiary are in compliance with all Federal, state or other applicable laws, domestic or foreign, respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not and is not engaged in any unfair labor practice; no unfair labor practice complaint against either STIE or the STIE Subsidiary is pending before the National Labor Relations Board; there is no labor strike, dispute, slow down or stoppage actually pending or threatened against or involving either STIE or the STIE Subsidiary; no labor representation question exists respecting the employees of either STIE or the STIE Subsidiary; no grievance which might have an adverse effect upon either STIE or the STIE Subsidiary or the conduct of its business exists; no arbitration proceeding arising out of or under any collective bargaining agreement is currently being negotiated by either STIE or the STIE Subsidiary; and either STIE or the STIE Subsidiary has not experienced any material labor difficulty during the last three (3) years.

3.21 **Insurance Coverage**. To the extent STIE and/or STIE Subsidiary has coverage under any policies of fire, liability, workers' compensation or other forms of insurance, both STIE and the STIE Subsidiary have complied with the terms and provisions of such policies including, without limitation, all riders and amendments thereto, and STIE and the STIE Subsidiary have met required collateral and premium for coverages in force. In the reasonable judgment of STIE and the STIE Subsidiary, such insurance is adequate and STIE will keep all current insurance policies in effect through the Closing Date.

3.22 **Articles of Incorporation and Bylaws**. Each of STIE and the STIE Subsidiary has heretofore delivered to the Company true, accurate and complete copies of their respective Articles of Incorporation and Bylaws, together with all amendments to each of the same as of the date hereof.

3.23 **Corporate Minutes**. The minute books of each of STIE and the STIE Subsidiary provided to the Company at the Closing are the correct and only such minute books and do and will contain, in all material respects, complete and accurate records of any and all proceedings and actions at all meetings, including written consents executed in lieu of meetings of their respective shareholders, Board of Directors and committees thereof through the Closing Date. The stock records of each of STIE and the STIE Subsidiary delivered to the Company and the Members at the Closing are the correct and only such stock records and accurately reflects all issues and transfers of record of the capital stock of each of STIE and the STIE Subsidiary. Neither STIE nor the STIE Subsidiary has any of its records or information recorded, stored, maintained or held off the premises of STIE.

3.24 **Licenses, Permits and Required Consents**. To the extent any exist, each of STIE and the STIE Subsidiary has all required franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations and permits ("Authorizations") necessary to the conduct of its business as currently conducted or proposed to be conducted.

3.25 **Employment and Consulting Agreements.** Neither STIE nor the STIE Subsidiary has any outstanding employment or consulting agreement, written or oral, with any employee or third party.

3.26 **Transferability of STIE Shares.** On or before the Closing Date, the STIE Shares are or will be qualified for trading on OTC Pink Sheets the symbol STIE. There are at least two market makers for the STIE Share and will be at least two market makers after the Merger. Any STIE Shares owned by non-Affiliates are freely tradable on the OTC Bulletin Board and transferable without further action by STIE. The STIE Shares owned by non-Affiliates will continue to be tradable on the OTC Bulletin Board and transferable by non-Affiliates after the Merger. The term "Affiliate" in this Agreement shall have the meaning as defined in Rule 415 under the Securities Act of 1933, as amended. The foregoing representations and warranties do not apply if non-Affiliates who hold STIE Shares have pledged, hypothecated or otherwise restricted the transferability of their STIE Shares.

3.27 **Completeness of Representations and Schedules**. Any Disclosure Schedule and Exhibits attached hereto completely and correctly present in all material respects the information required by this Agreement. This Agreement, any Schedules and Exhibits to be delivered under this Agreement and the representations and warranties of this Article 3, and the documents and written information pertaining to STIE and the STIE Subsidiary furnished to the Company or its agents and the Members by or on behalf of STIE, the STIE Subsidiary and the STIE Principal Shareholders , do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make this Agreement, or such certificates, schedules, documents or written information, not misleading.

ARTICLE 4

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF STIE AND THE STIE SUBSIDIARY

The obligations of STIE and the STIE Subsidiary pursuant to this Agreement are, at the option of STIE and the STIE Subsidiary, subject to the fulfillment to STIE's and the STIE Subsidiary's satisfaction on or before the Closing Date of each of the following conditions:

4.1 **Execution of this Agreement**. The Company and the Company Members have duly executed and delivered this Agreement to STIE, and all corporate action required to consummate the Merger and the transactions contemplated hereby shall have been duly and validly taken.

4.2 **Representations and Warranties Accurate**. All representations and warranties of the Company Members and the Company contained in this Agreement shall have been true in all material respects as of the Closing Date.

4.3 **Performance of the Company and Members**. The Company and the Company Members shall have performed and complied with all agreements, terms and conditions required by this Agreement to be performed or complied with by them.

4.4 **Tender of Company Stock**. The Members shall deliver to STIE all Company Securities and all options, warrants or other rights to acquire Company Securities owned by such Company Members free and clear of any liens, encumbrances and other obligations.

4.5 **Intellectual Property**. All trademarks, trade names, service marks, licenses or other rights that the Company uses in connection with its business shall be free and clear of any encumbrances, controversies, infringement or other claims or obligations on the Closing Date.

4.6 **Consent of Material Customers**. Prior to Closing, the Company shall have obtained all approvals in connection with the transfer of the Company Securities by the Company Members to STIE as may be required by any material contracts between the Company and any of its principal customers, and such approvals shall have been issued in written form and substance satisfactory to STIE and its counsel or STIE shall have waived such requirements.

4.7 **Obligations to Third Parties**. There shall be no loans or obligations outstanding from the Company to any third party, except those incurred in the ordinary course of business or as otherwise disclosed to STIE.

4.8 **Outstanding Obligations to Employees**. There shall be no outstanding claims, loans or obligations of the Company owed to any of their employees or officers, provided that STIE shall give notice to the Members and the Company of its approval or withholding of approval of any claims, loans or obligations then known to STIE on or before the Closing Date.

4.9 **Approval of Plan of Merger**. The Merger and the Articles of Merger shall have been duly approved by the Members pursuant to the Nevada Act.

4.10 **Financial and Other Conditions**. The Company shall have no contingent or other liabilities connected with its business, except as disclosed in the Financial Statements or which otherwise have been incurred in the ordinary course of business and have otherwise been disclosed to STIE. The review of the business, premises and operations of the Company and the Financial Statements by STIE at its expense shall be satisfactory to STIE and shall not have revealed any matter which, in the sole judgment of STIE, makes the acquisition on the terms herein set forth inadvisable for STIE.

4.11 **Legal Prohibition; Regulatory Consents**. On the Closing Date, there shall exist no injunction or final judgment, law or regulation prohibiting the consummation of the transactions contemplated by this Agreement. Any required governmental or regulatory consents shall have been obtained.

4.12 **All Contracts Continued**. There are no lines of credit, debts, financing arrangements, leases and other contracts of the Company, and none of these arrangements shall be acceptable to STIE nor shall they continue under their present terms and conditions after the Closing Date.

4.13 **No Adverse Change**. There shall not have occurred any material adverse change in the assets, business, condition or prospects of the Company.

ARTICLE 5

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE COMPANY AND THE COMPANY STOCKHOLDERS

The obligations of the Company and the Company Stockholders under this Agreement are, at the option of the Company or the Company Stockholders, subject to the fulfillment to the satisfaction of the Company and the Company Stockholders on or before the Closing Date of each of the following conditions:

5.1 **Execution and Approval of Agreement**. STIE and the STIE Subsidiary shall have duly executed and delivered this Agreement to the Company and the Company Stockholders and all corporate action required to consummate the Merger and the transactions contemplated hereby shall have been duly and validly taken.

5.2 **STIE Shares**. The STIE Shares received by the Company Stockholders shall be free and clear of any liens, encumbrances or other obligations, except as may be imposed pursuant to the Securities Act.

5.3 **Employment or Consulting Agreements**. As of the Closing Date, there shall be no employment or consulting agreements, except as negotiated between the parties, between the STIE or the STIE Subsidiary and any other party after the Closing Date.

5.4 **Representations and Warranties**. The representations and warranties made to the Company and the Company Stockholders in this Agreement or in any document, statement, list or certificate furnished pursuant hereto shall be true and correct as of the Closing Date.

5.5 **Financial and Other Conditions**. STIE shall have no contingent or other liabilities connected with its business, except as disclosed in the Financial Statements or which otherwise have been incurred in the ordinary course of business. The review of the business, premises and operations of STIE and the Financial Statements by the Company at its expense shall be satisfactory to the Company and shall not have revealed any matter which, in the sole judgment of the Company, makes the acquisition on the terms herein set forth inadvisable for the Company.

5.6 **Approval of Plan of Merger**. The Plan of Merger shall have been duly approved by STIE as the sole shareholder of the STIE Subsidiary and by the Board of Directors and shareholders of STIE pursuant to the Nevada Act.

5.7 **STIE Shareholder Approvals**. STIE shall have obtained shareholder approval to change the name of STIE to "Kestrel Transportation, Inc."

5.8 **Governmental Proceedings**. No action or proceeding before any court or other governmental body shall be instituted which prohibits or invalidates the transaction, or threatens to prohibit or invalidate the transaction, or which may affect the right of the Company Stockholders to own the Company Stock or to operate or control STIE or the Surviving Company after the Closing Date.

ARTICLE 6

INDEMNIFICATION

6.1 **Survival of Representations, Warranties and Certain Covenants**. The representations and warranties made by the parties in this Agreement and all of the covenants of the parties in this Agreement shall survive the execution and delivery of this Agreement and the Closing Date and shall expire on the twelve month anniversary of the Closing Date. Any claim for indemnification shall be effective only if notice of such claim is given by the party claiming indemnification or other relief on or before December 31, 2017.

6.2 **No Finders**. STIE, the STIE Subsidiary and the STIE Principal Shareholders represent and warrant to the Company and the Members and the Company and the Company Members represent and warrant to STIE, the STIE Subsidiary and the STIE Principal Shareholders that there are no obligations to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement.

6.3 **Limitation of Remedies**. No party to this Agreement shall be liable to any other party or parties or have any remedies against any other party or parties under this Agreement other than as provided in this Article 6.

ARTICLE 7

RISK OF LOSS

7.1 The risk of loss or destruction of all or any part of the Company's properties or assets prior to the Closing Date from any cause (including, without limitation, fire, theft, acts of

God or public enemy) shall be upon the Company and the Company Stockholders. Such risk shall be upon STIE and STIE Subsidiary if such loss occurs after the Closing Date.

ARTICLE 8

CERTAIN COVENANTS OF THE PARTIES

8.1 **Expenses and Fees.** Each party shall be solely responsible for its own costs and expenses (including legal expenses, accounting expenses and brokers or finders fees and expenses), and the costs and expenses of its affiliates, in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement. No party shall have any obligation for paying such expenses or costs of any other party.

8.2 **Public Announcements.** The parties agree that no public release, announcement or any other disclosure concerning any of the transactions contemplated hereby shall be made or issued by any party without the prior written consent of STIE and the Company (which consent shall not be unreasonably withheld or delayed), except to the extent such release, announcement or disclosure may be required by applicable laws, in which case the person required to make the release, announcement or disclosure shall allow STIE or the Company, as applicable, reasonable time to comment on such release, announcement or disclosure in advance of such issuance or disclosure; provided, however, that no notice is required if the disclosure is determined by the STIE's legal counsel to be required under federal or state securities laws or exchange regulation applicable to STIE.

8.3 **Operations Pending Closing.** Each of the Company, on one hand, and STIE and the STIE Subsidiary, on the other hand, covenants that from the date hereof through the Closing Date, except as otherwise provided in this Agreement; or with the prior written consent of the other parties, which shall not be unreasonably withheld or delayed, shall:

8.3.1 not undertake any transactions or enter into any contracts, commitments or arrangements other than in the ordinary course of business, use its good faith efforts to preserve the present Business and organization of such party, and to preserve the goodwill of others having business relationships with such party;

8.3.2 not enter into, renew, extend, modify, terminate, waive or diminish any right under any material lease, contract or other instrument, except in the ordinary course of business;

8.3.3 not allow any of such parties' assets or properties to become subject to any Encumbrance that does not exist as of the date of this Agreement, except in the ordinary course of business;

8.3.4 maintain such party's existing insurance coverages, subject to variations in amounts in the ordinary course of business;

8.3.5 not declare or make any dividends or distributions; and

8.3.6 not amend the organizational documents of such party.

8.4 **Due Diligence Investigation.** Each party shall afford to the officers, employees and authorized representatives of the other (including independent public accountants and attorneys) complete access to the offices, properties, books, records, tax returns, financial records (including computer files, retrieval programs and similar documentation), employees and business of such party subject to reasonable prior notice and shall furnish to such party and its authorized representatives such additional information concerning the assets, properties and operations as shall be reasonably requested, including all such information as shall be necessary or appropriate to enable such party or its representatives to verify the accuracy of the representations and warranties contained in this Agreement, to verify that the covenants contained in this Agreement have been complied with, and to determine whether the conditions set forth herein have been satisfied. Each party shall ensure that all third-party representatives of each, including without limitation accountants and attorneys, fully cooperate and are available to the other party in connection with such investigation, and each party shall bear its own costs and expenses in connection with the same. Any such investigation shall be conducted in a manner that would not interfere unreasonably with the operations of the other party.

8.5 **Further Assurances.** Each of the parties hereto shall, at any time, and from time to time, either before or after the Closing Date, upon the request of the appropriate party, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, conveyances and assurances as may be reasonably required to complete the transactions contemplated in this Agreement. After the Closing Date, each party shall use its good faith efforts to assure that any necessary third party shall execute such documents and do such acts and things as the other party may reasonably require for the purpose of giving each party the full benefit of all the provisions of this Agreement and as may be reasonably required to complete the transactions contemplated in this Agreement.

8.6 **Actions of the Parties.**

8.6.1 No Actions Constituting a Breach. From the date hereof through the Closing Date, neither the Company will take or knowingly permit to be done any action in the conduct of the business of the Company, nor will STIE or the STIE Subsidiary take any action, which would be in breach of its obligations herein, and each of the parties hereto shall cause the deliveries for which such party is responsible at the Closing to be duly and timely made.

8.6.2 Notification of Breaches. From the date hereof through the Closing Date, each party will promptly notify the other parties in writing if any such Party becomes aware of any fact or condition that causes or constitutes a breach of any of its representations and warranties as of the date of this Agreement. During the same period, each party will promptly notify the other parties of the occurrence of any breach of any covenant of such party in this Article VIII.

8.7 **Compliance With Conditions.** Each party hereto agrees to cooperate fully with each other party and shall use its good faith efforts to cause the conditions precedent for which such Party is responsible to be fulfilled. Each party hereto further agrees to use its good faith

efforts to consummate this Agreement and the transactions contemplated in this Agreement as promptly as possible.

ARTICLE 9

MISCELLANEOUS

9.1 **Termination.**

9.1.1 General. This Agreement and the transactions contemplated hereby may be terminated prior to the Closing: (i) by the mutual written consent of the parties; (ii) by written notice from either party in the event of a material breach of this Agreement by the other party; provided that the party wishing to terminate this Agreement has notified the other parties in writing of such breach and such breach has continued without cure for a period of thirty (30) calendar days after the notice of breach; or (iii) by written notice from STIE if the Closing has not occurred by January 6, 2017, subject to the provisions of Section 1.3, "Closing," of this Agreement.

9.1.2 Effect of Termination. If any party terminates this Agreement pursuant to this Article 9, all rights and obligations of the parties hereunder shall terminate without any liability of any party to the others except for such damages arising out of, related to, or in connection with, breaches of representations, warranties, covenants, or agreements which shall have occurred prior to such termination. Except, as set forth in the immediately preceding sentence, this Section shall not be deemed to release any party from any liability for any breach by such party of the representations, warranties, covenants or agreements which shall have occurred prior to such termination.

9.2 **Binding Agreement**. The parties covenant and agree that this Agreement, when executed and delivered by the parties, will constitute a legal, valid and binding agreement between the parties and will be enforceable in accordance with its terms.

9.3 **Assignment**. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors. This Agreement cannot be assigned without the consent of the Company.

9.4 **Entire Agreement**. This Agreement and its exhibits and schedules constitute the entire contract among the parties hereto with respect to the subject matter thereof, superseding all prior communications and discussions and no party hereto shall be bound by any communication on the subject matter hereof unless such is in writing signed by any necessary party thereto and bears a date subsequent to the date hereof. The exhibits and schedules shall be construed with and deemed as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Information set forth in any exhibit, schedule or provision of this Agreement shall be deemed to be set forth in every other exhibit, schedule or provision of this Agreement and therefore shall be deemed to be disclosed for all purposes of this Agreement.

9.5 **Modification**. This Agreement may be waived, changed, amended, discharged or terminated only by an agreement in writing signed by the party against whom enforcement of any waiver, change, amendment, discharge or termination is sought.

9.6 **Notices**. All notices, requests, demands and other communications shall be delivered by email and electronic delivery, and by first claim United States mail, and these communications will be deemed to have been duly given three (3) days after postmark of deposit in the United States mail, if mailed, certified or registered mail, postage prepaid:

If to the Company or the Members:

Scott Hemingway
Hemingway & Hansen LLP
1700 Pacific Avenue
Suite 4800
Dallas, TX 75201
shemingway@hh-iplaw.com

If to STIE or the STIE Subsidiary:

c/o Adam S. Tracy, Esq.
Securities Compliance Group, LLC
2100 Manchester Road Suite 615
Wheaton, IL 60187
at@ibankattorneys.com

or to such other address as any party shall designate to the other in writing. The parties shall promptly advise each other of changes in addresses for such notices.

9.7 **Severability**. If any portion of this Agreement shall be finally determined by any court or governmental agency of competent jurisdiction to violate applicable law or otherwise not to conform to requirements of law and, therefore, to be invalid, the parties will cooperate to remedy or avoid the invalidity, but, in any event, will not upset the general balance of relationships created or intended to be created between them as manifested by this Agreement and the instruments referred to herein. Except insofar as it would be an abuse of the foregoing principle, the remaining provisions hereof shall remain in full force and effect.

9.8 **Other Documents**. The parties shall upon reasonable request of the other, execute such documents as may be necessary or appropriate to carry out the intent of this Agreement.

9.9 **Headings and the Use of Pronouns**. The section headings hereof are intended solely for convenience of reference and shall not be construed to explain any of the provisions of this Agreement. All pronouns and any variations thereof and other words, as applicable, shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or matter may require.

9.10 **Time is of the Essence**. Time is of the essence of this Agreement.

9.11 **No Waiver and Remedies**. No failure or delay on a party's part to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise

by a party of a right or remedy hereunder preclude any other or further exercise. No remedy or election hereunder shall be deemed exclusive but it shall, wherever possible, be cumulative with all other remedies in law or equity.

9.12 **Counterparts**. This Agreement may be executed in two or more counterparts, and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.13 **Further Assurances**. Each of the parties hereto shall use commercially practicable efforts to fulfill all of the conditions set forth in this Agreement over which it has control or influence (including obtaining any consents necessary for the performance of such party's obligations hereunder) and to consummate the transactions contemplated hereby, and shall execute and deliver such further instruments and provide such documents as are necessary to effect this Agreement.

9.14 **Rules of Construction**. The normal rules of construction which require the terms of an agreement to be construed most strictly against the drafter of such agreement are hereby waived since each party have been represented by counsel in the drafting and negotiation of this Agreement.

9.15 **Third Party Beneficiaries**. Each party hereto intends this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

COMPANY:

Kestrel Transportation, LLC

By: _____
Its: Managing Member

STIE:

Santaro Interactive Entertainment, Inc.
a Nevada corporation

By: _____
Adam S. Tracy

Its: Secretary

PRINCIPAL STOCKHOLDERS

_____
Scott Hemingway

_____
James Gaspard

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

COMPANY:

Kestrel Transportation, LLC

By: _____
Its: Managing Member

STIE:

Santaro Interactive Entertainment, Inc.
a Nevada corporation

By: _____
Adam S. Tracy

Its: Secretary

PRINCIPAL STOCKHOLDERS

_____
Scott Hemingway

_____

James Gaspard

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

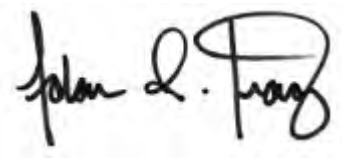
COMPANY:

Kestrel Transportation, LLC

By: _____
Its: Managing Member

STIE:

Santaro Interactive Entertainment, Inc.
a Nevada corporation



By: _____
Adam S. Tracy

Its: Secretary

PRINCIPAL STOCKHOLDERS

_____

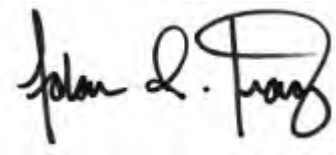
Scott Hemingway

_____

James Gaspard

STIE SUBSIDIARY:

STIE Acquisition, Inc.
a Nevada corporation



By: _____
Adam S. Tracy

Its: Chief Executive Officer

EXHIBITS

Exhibit A - List of Members

Exhibit B - STIE Board of Directors

Exhibit C - Merger Capitalization Table

Exhibit A
Company Members in
Kestrel Transportation, LLC

The following people are holders of at least a majority interest of the issued and outstanding membership units in Kestrel Transportation, LLC:

James Gaspard

D. Scott Hemingway

Exhibit B
STIE Board of Directors

Pursuant to Section 1.11 of the Merger Agreement, the Board of Directors for STIE after the Effective Time (post merger) shall consist of the following:

James Gaspard

D. Scott Hemingway

These individuals are also the Board of Directors for the Surviving Corporation by virtue of their position as Directors of the Company, Kestrel Transportation, LLC.

Exhibit C
Merger Capitalization Table

	No. of Shares Outstanding		
	STIE Shareholders	**Kestrel**	**Total # Shares**
Open	69,875,000		69,875,000
Subtotal:	69,875,000		69,875,000
Letter of Intent Commitment	69,875,000	100,000,000	169,875,000
Subtotal:	69,875,000	100,000,000	169,875,000
Reverse Split	698,750	1,000,000	1,698,750
Merger Consideration		100,000,000	100,000,000
Closing	698,750	101,000,000	101,698,750
%	0.69%	99.31%	100%

FINANCIAL INFORMATION REGARDING

Santaro Interactive Entertainment Co.
A Nevada Corporation

For Year Ending
Dec. 31, 2015 and Dec. 31, 2016

The exact name of the issuer is Santaro Interactive Entertainment Co. (herein sometimes called “STIE,” the "Company," or the “Issuer”). We were incorporated as Santaro Interactive Entertainment Co. on December 30, 2009, in the State of Nevada for the purpose of developing and operating web-based multiplayer online games.

Pursuant to a Letter of Intent, the Company intends to have its wholly-owned subsidiary company, STIE Acquisition, Inc., merge with Kestrel Transportation, LLC, in the first quarter of 2017 with Kestrel Transportation LLC being the surviving subsidiary corporate entity resulting from that merger.

Control of the issuer STIE will be transitioned to the owners of Kestrel Transportation LLC with the finalization of, and in consideration for, this merger, and STIE shall be re-named Kestrel Transportation, Inc. at that time. Kestrel Transportation, Inc. shall seek formal approval of the name change with the Financial Industry Regulatory Authority within the 1st quarter of 2017.

With the Custodial control of STIE, the closure of the merger, and closure of the Custodianship of STIE, all other subsidiaries (except for STIE Acquisition, Inc. and/or Kestrel Transportation, LLC) will be divested and demerged from the Company with a complete release, relinquishment and abandonment of all rights to any ownership, shares, assets and/or liabilities associated with each of those other subsidiaries.

STIE Balance Sheets (USD $)	Dec. 31, 2015	Dec. 31, 2016
ASSETS	'	'
Cash and cash equivalents	$0	$0
Other receivables	0	0
Total Assets	0	0
LIABILITIES AND STOCKHOLDERS' DEFICIT	'	'
Transfer Agent Expenses	3,518	1,552
Nevada SoS Fees	950	1,760
OTC Fees and Expenses	0	4,000
Total Liabilities	4,468	7,312
STOCKHOLDERS' DEFICIT	'	'
Common stock ($0.001 par value; authorized - 100,000,000 shares and 500,000,000, at Dec. 31, 2015 and Dec. 31, 2016, respectively; issued and outstanding - 69,875,000 shares at Dec. 31, 2015 and 169,875,000 at Dec. 31, 2016, respectively)	69,875	169,875
Total Liabilities and Stockholders' Deficit	4,468	7,312

Non-Consolidated Balance Sheets (Parenthetical) (USD $)	Dec. 31, 2015	Dec. 31, 2016
STOCKHOLDERS' DEFICIT	'	'
Common stock par value (in dollars per share)	$0.00	$0.00
Common Stock, Shares Authorized	100,000,000	500,000,000
Common Stock, Shares, Issued	69,875,000	169,875,000
Common Stock, Shares, Outstanding	69,875,000	169,875,000

Non-Consolidated Statements of Operations and Loss (Unaudited) (USD $)	Year Ended	
	Dec. 31, 2015	Dec. 31, 2016
Consolidated Statements Of Operations And Comprehensive Loss	'	'
Revenue	$0	$0
Cost of revenue	0	0
Gross loss	0	0
Operating expenses	'	'
Transfer Agent Expenses	3,518	1,552
Nevada SoS Fees	950	1,760
OTC Fees and Expenses	0	4,000
Research and development expenses	0	0
Sales and marketing expenses	0	0
General and administrative expenses	0	0
Total operating expenses	0	0
Other income	0	0
Loss from operations	0	0
Non-operating (income) expenses	0	0
Net loss	4,468	7,312
Loss per share:	'	'
Basic and diluted	$0.00006394	$0.000043043
Weighted average number of common shares outstanding - basic and diluted	69,875,000	169,875,000

Non-Consolidated Statements of Cash Flows (Unaudited) (USD $)	Year Ended Dec. 31, 2015	Dec. 31, 2016
Cash flows from operating activities:	'	'
Net loss	4,468	7,312
Adjustments to reconcile net loss to net cash used by operating activities:	'	'
Non-operating income	0	0
Depreciation	0	0
Amortization of intangible assets	0	0
Changes in operating assets and liabilities:	'	'
Transfer Agent Expenses	3,518	1,552
Nevada SoS Fees	950	1,760
OTC Fees and Expenses	0	4,000
Cash flows from investing activities:	'	'
Net cash received from disposal of fixed assets	0	0
Net cash received from disposal of intangible assets	0	0
Purchase of fixed assets	0	0
Net cash provided by (used in) investing activities	0	0
Supplemental disclosure for cash flow information	'	'
Interest paid	0	0
Income taxes paid	0	0

NOTES TO FINANCIAL STATEMENTS

Note 1. Organization, History and Business

Santaro Interactive Entertainment Co. ("the Company") was incorporated in Nevada on December 30, 2009. The company was incorporated as Expert Systems, Inc. for the purpose of distributing golf equipment.

Note 2. Summary of Significant Accounting Policies

Revenue Recognition

Revenue is derived from contracts with our consumers. Revenue is recognized in accordance with ASC 605. As such, the Company identifies performance obligations and recognizes revenue over the period through which the Company satisfies these obligations. Any contracts that by nature cannot be broken down by specific performance criteria will recognize revenue on a straight line basis over the contractual term of period of the contract.

Accounts Receivable

Accounts receivable is reported at the customers' outstanding balances, less any allowance for doubtful accounts. Interest is not accrued on overdue accounts receivable.

Allowance for Doubtful Accounts

An allowance for doubtful accounts on accounts receivable is charged to operations in amounts sufficient to maintain the allowance for uncollectible accounts at a level management believes is adequate to cover any probable losses. Management determines the adequacy of the allowance based on historical write-off percentages and information collected from individual customers. Accounts receivable are charged off against the allowance when collectability is determined to be permanently impaired.

Stock Based Compensation

When applicable, the Company will account for stock-based payments to employees in accordance with ASC 718, "Stock Compensation" ("ASC 718"). Stock-based payments to employees include grants of stock, grants of stock options and issuance of warrants that are recognized in the consolidated statement of operations based on their fair values at the date of grant.

The Company accounts for stock-based payments to non-employees in accordance with ASC 505-50, "Equity-Based Payments to Non-Employees." Stock-based payments to non-employees include grants of stock, grants of stock options and issuances of warrants that are recognized in the consolidated statement of operations based on the value of the vested portion of the award over the requisite service period as measured at its then-current fair value as of each financial reporting date.

The Company calculates the fair value of option grants and warrant issuances utilizing the Binomial pricing model. The amount of stock-based compensation recognized during a period is based on the value of the portion of the awards that are ultimately expected to vest. ASC 718 requires forfeitures to be estimated at the time stock options are granted and warrants are issued to employees and non-employees, and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. The term "forfeitures" is distinct from "cancellations" or "expirations" and represents only the unvested portion of the surrendered stock option or warrant. The Company estimates forfeiture rates for all unvested awards when calculating the expense for the period. In estimating the forfeiture rate, the Company monitors both stock option and warrant exercises as well as employee termination patterns. The resulting stock-based compensation expense for both employee and non-employee awards is generally recognized on a straight-line basis over the period in which the Company expects to receive the benefit, which is generally the vesting period.

Loss per Share
The Company reports earnings (loss) per share in accordance with ASC Topic 260-10, ″Earnings per Share.″ Basic earnings (loss) per share is computed by dividing income (loss) available to common shareholders by the weighted average number of common shares available. Diluted earnings (loss) per share is computed similar to basic earnings (loss) per share except that the denominator is increased to include the number of additional common shares that would have been outstanding if the potential common shares had been issued and if the additional common shares were dilutive. Diluted earnings (loss) per share has not been presented since there are no dilutive securities.

Cash and Cash Equivalents
For purpose of the statements of cash flows, the Company considers cash and cash equivalents to include all stable, highly liquid investments with maturities of three months or less.

Concentration of Credit Risk
The Company primarily transacts its business with one financial institution. The amount on deposit in that one institution may from time to time exceed the federally-insured limit.

Depreciation
Equipment is stated at cost less accumulated depreciation. Major improvements are capitalized while minor replacements, maintenance and repairs are charged to current operations. Depreciation is computed by applying the straight-line method over the estimated useful lives, which are generally three to five years.

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

Business segments
ASC 280, *"Segment Reporting"* requires use of the *"management approach"* model for segment reporting. The management approach model is based on the way a company's management organizes segments within the company for making operating decisions and assessing performance. The Company determined it has one operating segment as of December 31, 2015.

Income Taxes
The Company accounts for its income taxes under the provisions of ASC Topic 740, "Income Taxes*."* The method of accounting for income taxes under ASC 740 is an asset and liability method. The asset and liability method requires the recognition of deferred tax liabilities and assets for the expected future tax consequences of temporary differences between tax bases and financial reporting bases of other assets and liabilities.

Recent Accounting Pronouncements
The Company continually assesses any new accounting pronouncements to determine their applicability to the Company. Where it is determined that a new accounting pronouncement affects the Company's financial reporting, the Company undertakes a study to determine the consequence of the change to its financial statements and assures that there are proper controls in place to ascertain that the Company's financials properly reflect the change. The Company currently does not have any recent accounting pronouncements that they are studying and feel may be applicable.

Note 3. Income Taxes
Deferred income tax assets and liabilities are computed annually for differences between financial statement and tax bases of assets and liabilities that will result in taxable or deductible amounts in the future based on enacted tax laws and rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized. Income tax expense

is the tax payable or refundable for the period plus or minus the change during the period in deferred tax assets and liabilities.

The effective tax rate on the net loss before income taxes differs from the U.S. statutory rate as follows:

	12/31/2015 and 12/31/2016
U.S statutory rate	34.00%
Less valuation allowance	-34.00%
Effective tax rate	0.00%

The significant components of deferred tax assets and liabilities are as follows:

Deferred tax assets		12/31/2015 and 12/31/2016
Net operating losses	$	(0)
Deferred tax liability		
Net deferred tax assets		(0)
Less valuation allowance		0
Deferred tax asset - net valuation allowance	$	0

On an interim basis, the Company has a net operating loss carryover of approximately $0.00 available to offset future income for income tax reporting purposes, which will expire in various years through 2032, if not previously utilized. However, the Company's ability to use the carryover net operating loss may be substantially limited or eliminated pursuant to Internal Revenue Code Section 382.

The Company adopted the provisions of ASC 740-10-50, formerly FIN 48, and "Accounting for Uncertainty in Income Taxes". The Company had no material unrecognized income tax assets or liabilities as of December 31, 2015.

The Company's policy regarding income tax interest and penalties is to expense those items as general and administrative expense but to identify them for tax purposes. During the period ending December 31, 2015 there were no income tax, or related interest and penalty items in the income statement, or liabilities on the balance sheet. The Company files income tax returns in the U.S. federal jurisdiction and Nevada state jurisdiction. We are not currently involved in any income tax examinations.

Note 4. Related Party Transactions

None.

Note 5. Stockholders' Equity

Common Stock

The holders of the Company's common stock are entitled to one vote per share of common stock held.

As of December 31, 2015 the Company 69,875,000 shares issued and outstanding. As of December 31, 2016 the Company 69,875,000 shares issued and outstanding.

Note 6. Commitments and Contingencies

Note 7. ***Commitments:***
The Company currently has no long term commitments as of our balance sheet date.

Note 8. ***Contingencies:***
None as of our balance sheet date.

Note 9. ***Notes payable: None.***

Note 10. Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. Currently, the Company has no operating history and has incurred operating losses, and as of the period ending December 31, 2015 the Company had a working capital deficit and an accumulated deficit.

These factors raise substantial doubt about the Company's ability to continue as a going concern. Management believes that the Company's capital requirements will depend on many factors including the success of the Company's development efforts and its efforts to raise capital. Management also believes the Company needs to raise additional capital for working capital purposes. There is no assurance that such financing will be available in the future. The conditions described above raise substantial doubt about our ability to continue as a going concern. The financial statements of the Company do not include any adjustments relating to the recoverability and classification of recorded assets, or the amounts and classifications of liabilities that might be necessary should the Company be unable to continue as a going concern.

Note 11. Subsequent Events

On July 21, 2016, Barton Hollow, LLC was appointed custodian of the Company by the District Court of Clark County Nevada. Barton Hollow, as custodian, has taken steps to reinstate the corporate charter, call a special meeting of shareholders and appoint interim officers and directors.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Summary Of Significant Accounting Policies (Cont'd)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Year Ended
Dec. 31, 2015 and Dec. 31, 2016

The accompanying financial statements are not consolidated returns, but only include the accounts of the Company (not its wholly-owned subsidiaries) and have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC") regarding interim financial reporting.

The accompanying unaudited financial statements for STIE for years ending December 31, 2015 and December 31, 2016 do not include subsidiary information and are not consolidated financial information. Prior 10-K and 10-Q reports of the Company should be referenced if such consolidated financial information is sought by any person or entity. The financial information provided in these returns anticipates the divestiture, and demerger of all other subsidiaries related to STIE, except for STIE Acquisition, Inc.

Also, the financial information shows the absence of any assets or liabilities associated with STIE relating to its prior operations as no claim has been made during the Custodianship for payment or repayment of debts allegedly owed by Company STIE to any private person, third party or related subsidiary. Moreover, the financials attached relate only to STIE, and are not reported as Consolidated returns, which results in the financial returns listing only the expenditures of STIE during the years 2015 and 2016, but does not itemize any past asset, revenue, liabilities, cash flow, accrued expenses, other payables, other income, tax expenses, other revenue, long-term investment, property and equipment, lease commitments, prepaid expenses, other receivables, or employee benefit expenses that might have existed while the Company STIE was actively operating on a consoldated return basis.

Use of Estimates

The preparation of consolidated financial statements in conformity with the U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Significant items subject to such estimates and assumptions include the useful lives of fixed assets; the fair value determination of financial and equity instruments, the realization of deferred tax assets and; the recoverability of intangible assets and property and equipment; and accruals for income tax uncertainties and other contingencies. The current economic environment has increased the degree of uncertainty inherent in those estimates and assumptions.