

***Company Information and Disclosure Statement***  
***Section One: Issuers' Quarterly Disclosure Obligations***

**AQUASTAR HOLDINGS, INC.**

Formerly known as Real Paper Displays Inc.

**OTCPK: RPPR**

**Item I Exact name of the issuer and the address of its principal executive offices.**

**A) The exact name of the issuer and its predecessor (if any).**

In answering this item, please also provide any names used by predecessor entities in the past five years and the dates of the name changes.

Exact Company Name: Aquastar Holdings, Inc. (hereinafter referred to as “we”, “us”, or “our” or “the Issuer”)

Name used by predecessor entities in the past five years:

(a) Formerly=Real Paper Displays, Inc. until 4-10

**B) The address of the issuer’s principal executive offices.**

Address: 2961 W. MacArthur Blvd #214, Santa Ana, CA 92704

Phone: 949-955-2721

Fax: 866-751-4105

Website: [www.aquastarcooling.com](http://www.aquastarcooling.com)

Investor Relations:

Big Apple Consulting USA

Address: 2101 West State Road 434, Suite 100, Longwood, FL 32779

Phone: (407) 389-5900

Email: [investorrelations@bigappleconsulting.com](mailto:investorrelations@bigappleconsulting.com)

**Item 2 Shares outstanding.**

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

**Common Stock**

	<b>Most Recent Fiscal Quarter</b>
<b>(i) Period end date;</b>	6/30/10
<b>(ii) Number of shares authorized;</b>	100,000,000
<b>(iii) Number of shares outstanding;</b>	92,825,215
<b>(iv) Freely tradable shares (public float);</b>	34,495,763
<b>(v) Total number of beneficial shareholders; and</b>	1

(vi) Total number of shareholders of record.	93
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#### Series A Preferred Stock

	<b>Most Recent Fiscal Quarter</b>
Period end date;	6/30/10
Number of shares authorized;	10
Number of shares outstanding;	10
Total number of beneficial shareholders; and	1
Total number of shareholders of record.	1

#### Series B Preferred Stock

	<b>Most Recent Fiscal Quarter</b>
Period end date;	6/30/10
Number of shares authorized;	20
Number of shares outstanding;	20
Total number of beneficial shareholders; and	1
Total number of shareholders of record.	1

### **Item 3 Interim financial statements.**

The following Financial Statements have been posted to Pink Sheets for the Quarter ending June 30, 2010.

- a) balance sheet;
- b) statement of income;
- c) statement of cash flows;
- d) statement of changes in stockholders' equity;
- e) financial notes

### **Item 4 Management's discussion and analysis or plan of operation.**

#### **B. Management's Discussion and Analysis of Financial Condition and Results of Operations.**

1. *Full fiscal years.* Discuss the issuer's financial condition, changes in financial condition and results of operations for each of the last two fiscal years. This discussion should address the past and future financial condition and results of operation of the issuer, with particular emphasis on the prospects for the future. The discussion should also address those key variable and other qualitative and quantitative factors that are necessary to an understanding and evaluation of the issuer. If material, the issuer should disclose the following:

- i. Any known trends, events or uncertainties that have or are reasonably likely to have a material impact on the issuer's short-term or long-term liquidity;
- ii. Internal and external sources of liquidity;
- iii. Any material commitments for capital expenditures and the expected sources of funds for such expenditures;
- iv. Any known trends, events or uncertainties that have had or that are reasonably expected to have a material impact on the net sales or revenues or income from continuing operations;
- v. Any significant elements of income or loss that do not arise from the issuer's continuing operations;
- vi. The causes for any material changes from period to period in one or more line items of the issuer's financial statements; and
- vii. Any seasonal aspects that had a material effect on the financial condition or results of operation.

2. *Interim Periods.* Provide a comparable discussion that will enable the reader to assess material changes in financial condition and results of operations since the end of the last fiscal year and for the comparable interim period in the preceding year.

For the six months ended June 30, 2010 general and administrative expenses were \$330,957 versus \$535 for the six months ended June 30, 2009. The composition of these expenses is as follows:

	6 months ended June 30, 2010	6 months ended June 30, 2009
Professional Fees	\$ 21,500	--
Investor Relation	300,000	--
Public Relations	5,620	--
Miscellaneous	3,837	535
Total	\$ 330,957	\$ 535

For the six months ended June 30, 2010 interest expense was \$14,855 vs \$8,601 for the six months ended June 30, 2009. The composition of interest expense is as follows:

	6 months ended June 30, 2010	6 months ended June 30, 2009
Notes Payable	\$ 6,250	\$--
Notes Payable to related party	8,605	8,601
Total	\$ 14,855	\$8,601

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

1. In a separately-captioned section, discuss the issuer's off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on the issuer's financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors. The disclosure shall include the items specified in paragraphs C(1)(i), (ii), (iii) and (iv) of this Item XVI to the extent necessary to an understanding of such arrangements and effect and shall also include such other information that the issuer believes is necessary for such an understanding.

- i. The nature and business purpose to the issuer of such off-balance sheet arrangements;

N/A

- ii. The importance to the issuer of such off-balance sheet arrangements in respect of its liquidity, capital resources, market risk support, credit risk support or other benefits;

N/A

- iii. The amounts of revenues, expenses and cash flows of the issuer arising from such arrangements; the nature and amounts of any interests retained, securities issued and other indebtedness incurred by the issuer in connection with such arrangements; and the nature and amounts of any other obligations or liabilities (including contingent obligations or liabilities) of the issuer arising from such arrangements that are or are reasonably likely to become material and the triggering events or circumstances that could cause them to arise; and

N/A

- iv. Any known event, demand, commitment, trend or uncertainty that will result in or is reasonably likely to result in the termination, or material reduction in availability to the issuer, of its off-balance sheet arrangements that provide material benefits to it, and the course of action that the issuer has taken or proposes to take in response to any such circumstances.

N/A

2. As used in paragraph C of this Item XVI, the term off-balance sheet arrangement means any transaction, agreement or other contractual arrangement to which an entity unconsolidated with the issuer is a party, under which the issuer has:

- i. Any obligation under a guarantee contract that has any of the characteristics identified in paragraph 3 of FASB Interpretation No. 45, Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others (November 2002) ("FIN 45"), as may be modified or supplemented, and that is not excluded from the initial recognition and measurement provisions of FIN 45 pursuant to paragraphs 6 or 7 of that Interpretation;

N/A

- ii. A retained or contingent interest in assets transferred to an unconsolidated entity or similar arrangement that serves as credit, liquidity or market risk support to such entity for such assets;

N/A

- iii. Any obligation, including a contingent obligation, under a contract that would be accounted for as a derivative instrument, except that it is both indexed to the issuer's own stock and classified in stockholders' equity in the issuer's statement of financial position, and therefore excluded from the scope of FASB Statement of Financial Accounting Standards No. 133, Accounting for Derivative Instruments and Hedging Activities (June 1998), pursuant to paragraph 11(a) of that Statement, as may be modified or supplemented; or

N/A

- iv. Any obligation, including a contingent obligation, arising out of a variable interest (as referenced in FASB Interpretation No. 46, Consolidation of Variable Interest

Entities (January 2003), as may be modified or supplemented) in an unconsolidated entity that is held by, and material to, the issuer, where such entity provides financing, liquidity, market risk or credit risk support to, or engages in leasing, hedging or research and development services with, the issuer.

N/A

#### **Item 5 Legal proceedings.**

- i. Any current, past, pending or threatened legal proceedings or administrative actions either by or against the issuer that could have a material effect on the issuer's business, financial condition, or operations and any current, past or pending trading suspensions by a securities regulator. State the names of the principal parties, the nature and current status of the matters, and the amounts involved.

At this time, to the Company's knowledge, the only pending or threatened legal proceeding that could have a material effect on the Company's business, financial condition, or operations has to do with the April 10, 2009 termination license agreement between the University of Texas and Real Paper Displays, Inc. Negotiations are presently underway to settle this matter to the mutual benefit of both parties. At the present time, it is very difficult to determine the amount involved because of the claims and counter-claims that presently exist between the parties. Until a mutually acceptable resolution of this matter is obtained, all development work related to this technology have been placed on hold.

#### **Item 6 Defaults upon senior securities.**

- i. If there has been any material default in the payment of principal, interest, a sinking or purchase fund installment, or any other material default not cured within 30 days, with respect to any indebtedness of the issuer exceeding 5% of the total assets of the issuer, (i) identify the indebtedness and (ii) state the nature of the default, the amount of the default and the total arrearage as of a recent date.

It is the position of the University that the Company failed to make certain payments due under the License Agreement and failed to make certain payments due under a Sponsored Research Agreement. The University also contends that the license agreement was terminated effective as of April 10, 2009. The Company disputes the effectiveness of the termination notice provided by the University. Negotiations are presently underway to settle this matter to the mutual benefit of both parties.

- ii. If any material arrearage in the payment of dividends has occurred or if there has been any other material delinquency not cured within 30 days, with respect to any class of preferred stock of the issuer, give the title of the class and state the nature of the arrearage or delinquency. In the case of a default in the payment of dividends, state the amount and the total arrearage as of a recent date.

N/A

## Item 7 Other information.

### *Current Reporting Obligations*

***Important: The following is a description of events that may be material to the issuer and its securities and that shall be made publicly available by the issuer. Persons with knowledge of such events would be considered to be in possession of material nonpublic information and may not buy or sell the issuer's securities until or unless such information is made public.***

If not included in the issuer's previous public disclosure documents or if any of the following events occur after the publication of such disclosure documents, the issuer shall publicly disclose such events by disseminating a press release within 4 business days following their occurrence, and posting such press release through the OTC Disclosure and News Service:

#### *A. Entry into a Material Definitive Agreement.*

(a) If the issuer has entered into a material definitive agreement not made in the ordinary course of business of the issuer, or into any amendment of such agreement that is material to the issuer, the issuer shall disclose the following information:

(1) the date on which the agreement was entered into or amended, the identity of the parties to the agreement or amendment and a brief description of any material relationship between the issuer or its affiliates and any of the parties, other than in respect of the material definitive agreement or amendment; and

N/A

(2) a brief description of the terms and conditions of the agreement or amendment that are material to the issuer.

N/A

(b) A "material definitive agreement" means an agreement that provides for obligations that are material to and enforceable against the issuer, or rights that are material to the issuer and enforceable by the issuer against one or more other parties to the agreement, in each case whether or not subject to conditions.

Strategic Alliance and Joint Development Agreement with Absolute Graphic Technologies USA, Inc. and AquaStar Inc.

#### *B. Termination of a Material Definitive Agreement.*

(a) If a material definitive agreement which was not made in the ordinary course of business of the issuer and to which the issuer is a party is terminated otherwise than by expiration of the agreement on its stated termination date, or as a result of all parties completing their obligations under such agreement, and such termination of the agreement is material to the issuer, the issuer shall disclose the following information:



The Company has not terminated any material definitive agreement.

(1) the date of the termination of the material definitive agreement, the identity of the parties to the agreement and a brief description of any material relationship between the issuer or its affiliates and any of the parties other than in respect of the material definitive agreement;

N/A

(2) a brief description of the terms and conditions of the agreement that are material to the issuer;

N/A

(3) a brief description of the material circumstances surrounding the termination; and

N/A

(4) any material early termination penalties incurred by the issuer.

N/A

*C. Completion of Acquisition or Disposition of Assets, Including but not Limited to Mergers.*

If the issuer or any of its majority-owned subsidiaries has completed the acquisition or disposition of a significant amount of assets, otherwise than in the ordinary course of business, the issuer shall disclose the following information:

(a) the date of completion of the transaction;

N/A

(b) a brief description of the assets involved;

N/A

(c) the identity of the person(s) from whom the assets were acquired or to whom they were sold and the nature of any material relationship, other than in respect of the transaction, between such person(s) and the issuer or any of its affiliates, or any director or officer of the issuer, or any associate of any such director or officer;

N/A

(d) the nature and amount of consideration given or received for the assets and, if any material relationship is disclosed pursuant to paragraph 3(c) above, the formula or principle followed in determining the amount of such consideration;

N/A

(e) if the transaction being reported is an acquisition and if any material relationship is disclosed pursuant to paragraph 3(c) above, the source(s) of the funds used; and

N/A

(f) if the issuer was a shell company, as that term is defined in paragraph 3 of Item VIII.B of these Guidelines, immediately before the transaction, the information that would be required if the issuer were fulfilling its Initial Disclosure Obligations pursuant to Section One of these Guidelines, with such information reflecting the issuer and its securities upon consummation of the transaction.

N/A

The term "acquisition" includes every purchase, acquisition by lease, exchange, merger, consolidation, succession or other acquisition, except that the term does not include the construction or development of property by or for the issuer or its subsidiaries or the acquisition of materials for such purpose.

The term "disposition" includes every sale, disposition by lease, exchange, merger, consolidation, mortgage, assignment or hypothecation of assets, whether for the benefit of creditors or otherwise, abandonment, destruction, or other disposition.

*D. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of an Issuer.*

(a) If the issuer becomes obligated on a direct financial obligation that is material to the issuer, the issuer shall disclose the following information:

(1) the date on which the issuer becomes obligated on the direct financial obligation and a brief description of the transaction or agreement creating the obligation;

N/A

(2) the amount of the obligation, including the terms of its payment and, if applicable, a brief description of the material terms under which it may be accelerated or increased and the nature of any recourse provisions that would enable the issuer to recover from third parties; and

N/A

(3) a brief description of the other terms and conditions of the transaction or agreement that are material to the issuer.

N/A

(b) If the issuer becomes directly or contingently liable for an obligation that is material to the issuer arising out of an off-balance sheet arrangement, the issuer shall disclose the following information:

(1) the date on which the issuer becomes directly or contingently liable on the obligation and a brief description of the transaction or agreement creating the arrangement and obligation;

N/A

(2) a brief description of the nature and amount of the obligation of the issuer under the arrangement, including the material terms whereby it may become a direct obligation, if applicable, or may be accelerated or increased and the nature of any recourse provisions that would enable the issuer to recover from third parties;

N/A

(3) the maximum potential amount of future payments (undiscounted) that the issuer may be required to make, if different; and

N/A

(4) a brief description of the other terms and conditions of the obligation or arrangement that are material to the issuer.

N/A

*E. Triggering Events That Accelerate or Increase a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement.*

(a) If a triggering event causing the increase or acceleration of a direct financial obligation of the issuer occurs and the consequences of the event are material to the issuer, the issuer shall disclose the following information:

(1) the date of the triggering event and a brief description of the agreement or transaction under which the direct financial obligation was created and is increased or accelerated;

N/A

(2) a brief description of the triggering event;

N/A

(3) the amount of the direct financial obligation, as increased if applicable, and the terms of payment or acceleration that apply; and

N/A

(4) any other material obligations of the issuer that may arise, increase, be accelerated or become direct financial obligations as a result of the triggering event or the increase or acceleration of the direct financial obligation.

N/A

(b) If a triggering event occurs causing an obligation of the issuer under an off-balance sheet arrangement to increase or be accelerated, or causing a contingent obligation of the issuer under an off-balance sheet arrangement to become a direct financial obligation of the issuer, and the consequences of the event are material to the issuer, the issuer shall disclose the following information:

(1) the date of the triggering event and a brief description of the off-balance sheet arrangement;

N/A

(2) a brief description of the triggering event;

N/A

(3) the nature and amount of the obligation, as increased if applicable, and the terms of payment or acceleration that apply; and

N/A

(4) any other material obligations of the issuer that may arise, increase, be accelerated or become direct financial obligations as a result of the triggering event or the increase or acceleration of the obligation under the off-balance sheet arrangement or its becoming a direct financial obligation of the issuer.

N/A

(c) A “triggering event” is an event, including an event of default, event of acceleration or similar event, as a result of which a direct financial obligation of the issuer or an obligation of the issuer arising under an off-balance sheet arrangement is increased or becomes accelerated or as a result of which a contingent obligation of the issuer arising out of an off-balance sheet arrangement becomes a direct financial obligation of the issuer.

N/A

*F. Costs Associated with Exit or Disposal Activities.*

If the issuer's board of directors, a committee of the board of directors or the officer or officers of the issuer authorized to take such action if board action is not required, commits the issuer to an exit or disposal plan, or otherwise disposes of a long-lived asset or terminates employees under a plan of termination described in paragraph 8 of the Financial Accounting Standards Board's *Statement of Financial Accounting Standards No. 146*, “Accounting for Costs Associated with Exit or Disposal Activities”, under which material charges will be incurred under generally accepted accounting principles applicable to the issuer, the issuer shall disclose the following information:

(a) the date of the commitment to the course of action and a description of the course of action, including the facts and circumstances leading to the expected action and the expected completion date;

N/A

(b) for each major type of cost associated with the course of action (for example, one-time termination benefits, contract termination costs and other associated costs), an estimate of the total amount or range of amounts expected to be incurred in connection with the action;

N/A

(c) an estimate of the total amount or range of amounts expected to be incurred in connection with the action; and

N/A

(d) the issuer's estimate of the amount or range of amounts of the charge that will result in future cash expenditures.

N/A

*G. Material Impairments.*

If the issuer's board of directors, a committee of the board of directors or the officer or officers of the issuer authorized to take such action if board action is not required, concludes that a material charge for impairment to one or more of its assets, including, without limitation, impairments of securities or goodwill, is required under generally accepted accounting principles applicable to the issuer, the issuer shall disclose the following information:

(a) the date of the conclusion that a material charge is required and a description of the impaired asset or assets and the facts and circumstances leading to the conclusion that the charge for impairment is required;

N/A

(b) the issuer's estimate of the amount or range of amounts of the impairment charge; and

N/A

(c) the issuer's estimate of the amount or range of amounts of the impairment charge that will result in future cash expenditures.

N/A

#### *H. Sales of Equity Securities.*

If the issuer sells equity securities in a transaction that has not been previously described in any prior disclosure statement, the issuer shall provide the information required by Item XVII of Section One of these Guidelines with respect to any such securities offering(s).

<u>Shareholder</u>	<u>Jurisdiction</u>	<u>Date</u>	<u># of Shares Offered</u>	<u># of Shares Sold</u>	<u>Price Per share</u>	<u>Dollar Amount Sold</u>	<u>Nature of Offering</u>
AquaStar Holdings Inc.	Continental United States	June 28, 2010	5.0 million shares of Series "C" Preferred Stock	--	\$1.00	--	Private Placement

#### *I. Material Modification to Rights of Security Holders.*

The Corporation has not made any changes or modifications to the rights of security holders.

(a) If the constituent instruments defining the rights of the holders of any class of securities of the issuer have been materially modified, the issuer shall disclose the date of such modification and the title of the class of securities involved and briefly describe the general effect of such modification upon the rights of holders of such securities.

N/A

(b) If the rights evidenced by any class of securities have been materially limited or qualified by the issuance or modification of any other class of securities by the issuer, the issuer shall briefly disclose the date of such issuance or modification and the general effect of such issuance or modification of such other class of securities upon the rights of the holders of the registered securities.

N/A

#### *J. Changes in Issuer's Certifying Accountant.*

(a) If an independent accountant who was previously engaged as the principal accountant to audit the issuer's financial statements, or an independent accountant upon whom the principal accountant expressed reliance in its report regarding a significant subsidiary, resigns (or indicates that it declines to stand for re-appointment after completion of the current audit) or is dismissed, the issuer shall state:

The Company has not had any change in accountants since the previous disclosure statement posted for period ending March 31, 2010.

(1) Whether the former accountant resigned, declined to stand for re-election or was dismissed and the date of such resignation, refusal to stand for re-election or dismissal;

N/A

(2) Whether the accountant's report on the financial statements for either of the past two years contained an adverse opinion or disclaimer of opinion, or was modified as to uncertainty, audit scope, or accounting principles, and also describe the nature of each such adverse opinion, disclaimer of opinion or modification;

N/A

(3) Whether the decision to change accountants was recommended or approved by the board of directors or an audit or similar committee of the board of directors; and

N/A

(4) (A) Whether there were any disagreements with the former accountant, whether or not resolved, on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which, if not resolved to the former accountant's satisfaction, would have caused it to make reference to the subject matter of the disagreement(s) in connection with its report; or

N/A

(B) if applicable, whether the former accountant advised the issuer that:

(1) Internal controls necessary to develop reliable financial statements did not exist;

N/A

(2) Information has come to the attention of the former accountant which made the accountant unwilling to rely on management's representations, or unwilling to be associated with the financial statements prepared by management; or

N/A

(3) The scope of the audit shall be expanded significantly, or information has come to the accountant's attention that the accountant has concluded will, or if further investigated may, materially impact the fairness or reliability of a previously issued audit report or the underlying financial statements, or the financial statements issued or to be issued covering the fiscal period(s) subsequent to the date of the most recent audited financial statements (including information that might preclude the

issuance of an unqualified audit report), and the issue was not resolved to the accountant's satisfaction prior to its resignation or dismissal; and

N/A

(C) The subject matter of each such disagreement or event identified in response to paragraph (4)(A) above;

N/A

(D) Whether any committee of the board of directors, or the board of directors, discussed the subject matter of the disagreement with the former accountant; and

N/A

(E) Whether the issuer has authorized the former accountant to respond fully to the inquiries of the successor accountant concerning the subject matter of each of such disagreements or events and, if not, describe the nature of and reason for any limitation.

N/A

(b) If a new accountant has been engaged as either the principal accountant to audit the issuer's financial statements or as the auditor of a significant subsidiary and on whom the principal accountant is expected to express reliance in its report, the issuer shall identify the new accountant. If the conditions in paragraphs (b)(1) through (b)(3) below exist, the issuer shall describe the nature of the disagreement or event and the effect on the financial statements if the method of the former accountants had been followed (unless that method ceases to be generally accepted because of authoritative standards or interpretations issued after the disagreement or event):

N/A

(1) In connection with a change in accountants subject to paragraph (b) above, there was any disagreement or event as described in paragraph (a)(4)(A) above;

N/A

(2) During the fiscal year in which the change in accountants took place or during the later fiscal year, there have been any transactions or events similar to those involved in such disagreement or event; and

N/A

(3) Such transactions or events were material and were accounted for or disclosed in a manner different from that which the former accountants would have likely concluded was required.

N/A



*K. Non-Reliance on Previously Issued Financial Statements or a Related Audit Report or Completed Interim Review.*

(a) If the issuer's board of directors, a committee of the board of directors or the officer or officers of the issuer authorized to take such action if board action is not required, concludes that any previously issued financial statements covering the last three fiscal years or interim periods since the end of the last fiscal year shall no longer be relied upon because of an error in such financial statements as addressed in Accounting Principles Board Opinion No. 20, as may be modified, supplemented or succeeded, the issuer shall disclose the following information:

(1) the date of the conclusion regarding the non-reliance and an identification of the financial statements and years or periods covered that shall no longer be relied upon;

N/A

(2) a brief description of the facts underlying the conclusion to the extent known to the issuer at the time of filing; and

N/A

(3) a statement of whether the audit committee, or the board of directors in the absence of an audit committee, or authorized officer or officers, discussed with the issuer's independent accountant the matters disclosed in the press release issued pursuant to this paragraph 11.

N/A

(b) If the issuer is advised by, or receives notice from, its independent accountant that disclosure shall be made or action shall be taken to prevent future reliance on a previously issued audit report or completed interim review related to previously issued financial statements, the issuer shall disclose the following information:

(1) the date on which the issuer was so advised or notified;

N/A

(2) identification of the financial statements that shall no longer be relied upon;

N/A

(3) a brief description of the information provided by the accountant; and

N/A

(4) a statement of whether the audit committee, or the board of directors in the absence of an audit committee, or authorized officer or officers, discussed with the independent accountant the matters disclosed in the press release issued pursuant to this paragraph 11.

N/A

*L. Changes in Control of Issuer.*

(a) If, to the knowledge of the issuer's board of directors, a committee of the board of directors or authorized officer or officers of the issuer, a change in control of the issuer has occurred, the issuer shall furnish the following information:

- (1) the identity of the person(s) who acquired such control;

N/A

- (2) the date and a description of the transaction(s) which resulted in the change in control;

N/A

- (3) the basis of the control, including the percentage of voting securities of the issuer now beneficially owned directly or indirectly by the person(s) who acquired control;

- (4) the amount of the consideration used by such person(s);

N/A

- (5) the source(s) of funds used by such person(s); and

N/A

- (6) if the issuer was a shell company, as that term is defined in paragraph 3 of Item VIII.B of these Guidelines, immediately before the change in control, the information that would be required if the issuer were fulfilling its Initial Disclosure Obligations pursuant to Section One of these Guidelines, with such information reflecting the issuer and its securities upon consummation of the change in control.

N/A

*M. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.*

(a) If a director has resigned or refuses to stand for re-election to the board of directors since the date of the last annual meeting of shareholders because of a disagreement with the issuer, known to an executive officer of the issuer on any matter relating to the issuer's operations, policies or practices, or if a director has been removed for cause from the board of directors, the issuer shall disclose the following information:

N/A

- (1) the date of such resignation, refusal to stand for re-election or removal;

N/A

(2) any positions held by the director on any committee of the board of directors at the time of the director's resignation, refusal to stand for re-election or removal; and

N/A

(3) a brief description of the circumstances representing the disagreement that the issuer believes caused, in whole or in part, the director's resignation, refusal to stand for re-election or removal.

N/A

(b) If the issuer's principal executive officer, president, principal financial officer, principal accounting officer, principal operating officer or any person performing similar functions retires, resigns or is terminated from that position, or if a director retires, resigns, is removed, or refuses to stand for re-election (except in circumstances described in paragraph (a) above), the issuer shall disclose the fact that the event has occurred and the date of the event.

N/A

(c) If the issuer appoints a new principal executive officer, president, principal financial officer, principal accounting officer, principal operating officer or person performing similar functions, the issuer shall disclose the following information with respect to the newly appointed officer:

N/A

(1) the name and position of the newly appointed officer and the date of the appointment;

N/A

(2) the information described in Item XI above; and

N/A

(3) a brief description of the material terms of any employment agreement between the issuer and that officer.

N/A

*N. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.*

(a) If an issuer amends (i) its articles of incorporation or in the event that the issuer is not a corporation, its certificate of organization, or (ii) its bylaws, the issuer shall disclose the following information:

(1) the effective date of the amendment; and

April 19, 2010

(2) a description of the provision adopted or changed by amendment and, if applicable, the previous provision.

The company changed its name from Real Paper Displays, Inc., to Aquastar Holdings, Inc. on April 19, 2010 in the State of Nevada. The Company had submitted paperwork to FINRA for a Name & Symbol change. On June 16, 2010, the Company's name change from Real Paper Displays, Inc., to Aquastar Holdings, Inc. was approved by FINRA, however the Company's symbol (RPPR) remained the same.

(b) If the issuer decides to change its fiscal year, the issuer shall disclose the date of such decision and the date of the new fiscal year end.

N/A

*O. Amendments to the Issuer's Code of Ethics, or Waiver of a Provision of the Code of Ethics.*

(a) The issuer shall briefly describe the date and nature of any amendment to a provision of the issuer's code of ethics that applies to the issuer's principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions.

N/A

(b) If the issuer has granted a waiver, including an implicit waiver, from a provision of the code of ethics to an officer or person described in paragraph 15(a) above, the issuer shall briefly describe the nature of the waiver, the name of the person to whom the waiver was granted, and the date of the waiver.

N/A

## Item 8 Exhibits.

The issuer shall either describe or attached any exhibits that are required under Items XVIII and XIX of Section One, and which have not already been described or attached in any prior disclosure statement, except that the issuer must describe or attach any amendments to any previously described or attached exhibits.

N/A

## Item 9 Certifications.

I, Malcolm Lennie, **certify that:**

**I have reviewed this Quarterly Disclosure Statement of Real Paper Displays, Inc.:**

- 1. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and not misleading with respect to the period covered by this disclosure statement; and**
- 2. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Malcolm Lennie

Title: President