INITIAL COMPANY INFORMATION AND DISCLOSURE STATEMENT PURSUANT TO RULE 15C2-11(a)(5)

As of September 30, 2010

U.S. WIRELESS ONLINE, INC.
2360 Corporate Circle, Suite 400
Henderson, Nevada 89074-7722
Telephone: (702) 866-2500 or (800) 246-2677
Facsimile: (702) 866-2689

Federal Employer's I.D. No. 82-0505220 CUSIP NO. 91274 M 10 9

ISSUER'S EQUITY SECURITIES AUTHORIZED AS OF SEPTEMBER 30, 2010:

3,000,000,000 shares of common stock authorized, $.001 par value per share

25,000,000 shares of preferred stock authorized, $.001 par value per share

SHARES OF CAPITAL STOCK OUTSTANDING ON SEPTEMBER 30, 2010:

2,218,705,675 shares of common stock

1,000,000 shares of Convertible Preferred Series C Stock

We previously were a shell company, therefore, the exemption offered pursuant to Rule 144 is not available. Anyone who purchased securities directly or indirectly from us or any of our affiliates in a transaction or chain of transactions not involving a public offering cannot sell such securities in an open market transaction.

December 20, 2010

U.S. WIRELESS ONLINE, INC.

INITIAL INFORMATION AND DISCLOSURE STATEMENT

AS OF SEPTEMBER 30, 2010

All information contained in this Initial Information and Disclosure Statement has been compiled to fulfill the disclosure requirements of Rule 15c2-11(a)(5) promulgated by the Securities Exchange Act of 1934, as amended. The enumerated items and captions contained herein correspond to the format set forth in the Rule.

PART A: GENERAL COMPANY INFORMATION

Item I. The exact name of the issuer and its predecessors (if any).

Our name is U.S. Wireless Online, Inc., a Nevada corporation.

We were originally incorporated on May 4, 1998 under the name "Llebpmac, Inc." On November 1, 2000, we changed our name to "Cash Foods, Inc." and operated under that name until May 16, 2003, when we changed our name to U.S. Wireless Online, Inc.

Item II. The address of the issuer's principal executive offices.

Our principal executive offices are located at:

2360 Corporate Circle, Suite 400
Henderson, Nevada 89074-7722
Telephone: (702) 866-2500 and (800) 246-2677
Facsimile: (702) 866-2689
URL: www.uswirelesscorporation.com

Go Green Electronic Recycling, Inc.
11075 Hearth Road
Spring Hill, FL 34608
Telephone: (352) 678-4330
Facsimile: (352) 678-4307
URL: www.gogreenrecycling.com and www.feedgogreen.com

Contact investor relations for the Company by calling (647) 426-1640

Item III. The jurisdiction(s) and date of issuer's incorporation or organization:

The Company is a corporation that was incorporated in the state of Nevada on May 4, 1998, under the name of Llebpmac, Inc. On November 1, 2000, we filed Articles of Amendment to Articles of Incorporation with the Secretary of State of Nevada and changed our name to Cach Foods, Inc. On May 16, 2003, we changed our name to U.S. Wireless Online, Inc. U.S. Wireless Online, Inc. will be referred to herein sometimes as "Issuer," "Company" or "U.S. Wireless."

PART B: SHARE STRUCTURE

Item IV. The exact title and class of securities outstanding

Common Stock:

CUSIP: 91274 M 10 9
Trading Symbol: UWRL

Convertible Preferred Series C Stock

CUSIP: None
Trading Symbol: None

Although the Company has shares of Class A and B Preferred Stock authorized, none is outstanding. Therefore, no information concerning rights and privileges of the Class A or Class B Preferred Stock will be included in Item V., below. However, a full description of the Class A and B Preferred Stock can be found in the exhibits hereto.

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

A. Par Value:

Common Stock, $.001 par value per share

Convertible Preferred Series C Stock, $.001 par value per share

B. Common and Preferred Stock:

Currently, the Company is authorized by its Articles of Incorporation (as amended) to issue an aggregate of 3,000,000,000 shares of Common Stock ($.001 par value per share) and 25,000,000 shares of Preferred Stock ($.001 par value per share). As of the date of this filing, there were 5,000,000 shares of Class A Preferred Stock, 5,010,000 shares of Class B Preferred Stock and 5,000,000 shares of Convertible Preferred C Stock authorized. As of the date of this filing, there were 2,218,705,675 shares of Common Stock outstanding, zero shares of Class A Preferred Stock outstanding, zero shares of Class B Preferred Stock outstanding and 1,000,000 shares of Convertible Preferred Series C Stock outstanding. The following description of our class of outstanding securities is a summary and is qualified in its entirety by the provisions of the Company's Articles of Incorporation (as amended), Certificates of Designation and Bylaws.

Common Stock

The holders of our common stock:

- have equal ratable rights to dividends from funds legally available for payment of dividends when, as and if declared by the board of the directors;
- are entitled to share ratably in all of the assets available for distribution to holders of common stock (after any distributions due the holders of our Preferred Stock) upon liquidation, dissolution or winding up our affairs;
- do not have preemptive, subscription or conversion rights, or redemption rights or access to any sinking fund; and
- are entitled to one non-cumulative vote per share on all matters submitted to shareholders for a vote at any meeting of shareholders.

Preferred Stock

We are authorized to issue up to 25,000,000 shares of Preferred Stock with designations, rights and preferences determined from time to time by our Board of Directors. Accordingly, our Board of Directors is empowered, without shareholder approval, to issue Preferred Stock with dividend, liquidation, conversion, voting or other rights that could adversely affect the voting power or other rights of the holders of our Common Stock. In the event of issuance, the Preferred Stock could be used under certain circumstances as a method of discouraging, delaying, thwarting or preventing a change of control of the Company.

Convertible Preferred Series C Stock

On or about February 18, 2010, the Company designated 5,000,000 shares of Preferred Stock as "Convertible Preferred Series C Stock" and subsequently issued 1,000,000 shares of Convertible Preferred Series C Stock.

Each share of Convertible Preferred Series C Stock has (i) one thousand (1,000) votes per share and may vote along with the Common Stock; (ii) a liquidation preference of $.125 per share; (iii) no right to receive dividends; (iv) the right to convert into one thousand (1,000) shares of Common Stock.

Although we have no present intention to create another series of Preferred Stock or issue any other shares in our authorized series of Preferred Stock, there can be no assurance that the Company will not do so in the future.

C. Describe any other material rights of common or preferred stockholders.

None.

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

The following table provides the information for each class of securities authorized (i) as of the end of the Company's most recent fiscal quarter and (ii) as of the end of the Company's last two fiscal years.

Class of Stock	Quarter Ended September 30, 2010	Fiscal Year Ended December 31, 2009	Fiscal Year Ended December 31, 2008
Common Stock:			
Number of Shares Authorized: (1)	3,000,000,000	2,000,000,000	2,000,000,000
Number of Shares Outstanding	2,218,705,675	281,455,109	281,455,109
Freely Tradable Shares (public float):	1,426,107,638	153,980,710	153,980,710
Total Number of Beneficial Share Holders:	Unknown	Unknown	Unknown
Total Number of Shareholders of Record:	211	192	192
Preferred Stock			
Number of Shares Authorized:	25,000,000	25,000,000	25,000,000
Number of Shares Outstanding	1,000,000	0	0
Freely Tradable Shares Designated in a Series	0	0	0
Convertible Preferred Series C Stock			
Number of Shares Authorized:	5,000,000	0	0
Number of Shares Outstanding	1,000,000	0	0
Freely Tradable Shares (public float):	0	0	0
Total Number of Beneficial Share Holders:	1	0	0
Total Number of Shareholders of Record:	1	0	0

(1) As of September 30, 2010, we had 2,000,000,000 shares of common stock authorized. On November 10, 2010, we amended our Articles of Incorporation to increase the total number of authorized shares of Common Stock to 3,000,000,000.

PART C BUSINESS INFORMATION

Item VII. The name and address of the Company's transfer agent is:

Pacific Stock Transfer Co.
4045 South Spencer Street, Suite 403
Las Vegas, Nevada 89119
Telephone: (702) 361-3033
www.pacificstocktransfer.com

Our transfer agent confirmed to us that it is registered with the Securities and Exchange Commission.

Item VIII. The nature of the issuer's business.

A. Business Development

1. and 2. Form of Organization and Year of Organization

The Company is a corporation that was incorporated in the state of Nevada on May 4, 1998, under the name of Llebpmac, Inc. On November 1, 2000, we filed Articles of Amendment to Articles of Incorporation with the Secretary of State of Nevada and changed our name to Cach Foods, Inc. On May 16, 2003, we changed our name to U.S. Wireless Online, Inc.

3. Fiscal Year End Date

Our fiscal year end date is December 31.

4. Involvement in Bankruptcy or Receivership Proceedings.

The Company has not been involved in a bankruptcy or receivership proceeding.

On May 31, 2007, the Company went into default status with the state of Nevada for the Company's failure to file an annual list of officers and directors and failed to pay annual fees to the Nevada Secretary of State, which resulted in the revocation of the Company's charter in Nevada.

On September 24, 2009, Shareholder Advocates, LLC, a shareholder of the Company, filed a Notice of Motion/Application for Appointment of Custodian in the District Court of Clark County, Nevada (Case. No. A-09-600019-P), asking the Court to appoint Shareholder Advocates, LLC as the custodian of the Company, so that the Company could continue its business for the benefit of the Company and its shareholders. By Order of the Court on December 22, 2009, and after a hearing on the matter, Shareholder Advocates, LLC was appointed custodian of the Company. A copy of the Order of the Court is attached hereto as an exhibit and incorporated herein by reference.

On January 12, 2010, the Custodian appointed an interim officer and director of the Company. On January 12, 2010, the Company was reinstated in Nevada. A shareholders meeting was held on March 29, 2010 to confirm the appointment of the interim director of the Company.

5. Material Classifications, Mergers, Consolidations or Purchases or Sales of a Significant Amount of Assets

In May 19, 2003, the Company (then known as Cach Foods, Inc.) closed an agreement and plan of reorganization with U.S. Wireless Online, Inc. pursuant to which the shareholders of U.S. Wireless, Inc. became, in the aggregate, in control of the Company. Just prior to this closing, the Company effected a 0.48 for one (1) share reverse stock split.

Subsequent to May 2003, the Company made nine acquisitions of now defunct businesses that are not worthy of consideration in this Initial Disclosure Statement.

On August 16, 2007, we filed a corrected amendment to our Articles of Incorporation to increase our authorized shares of Common Stock from 1,000,000,000 shares to 2,000,000,000 shares.

On April 13, 2010, we entered into a Share Exchange Agreement with Go Green Electronic Recycling, Inc. pursuant to which we acquired 100% of the outstanding shares of common stock of Go Green Electronic Recycling, Inc. in exchange for 500,000,000 shares of our Common Stock.

On November 10, 2010, we amended our Articles of Incorporation to increase the total number of authorized shares of Common Stock to 3,000,000,000 shares.

6. Defaults of the Terms of Any Note, Loan, Lease or Other Indebtedness or Financing Arrangement requiring the Company to Make Payments

The Company is not aware of any default of the terms of any note, loan, lease or other indebtedness or financing arrangement requiring the Company to make payments.

7. Change of Control

On December 27, 2006, Sutioc Enterprises, Inc. (Sutioc") gained control of 50.1% of the Company through Sutioc's acquisition of 5,010,000 shares of our Class B Preferred Stock in exchange for 30,000,000 shares of IElement Corporation, as described below.

On December 22, 2009, Shareholder Advocates, LLC was appointed custodian of the Issuer.

On February 18, 2010, the Company issued one million shares of Convertible Preferred Series C Stock to Mina Mar Group, Inc. Each share of this preferred stock has 1,000 votes per share for an aggregate voting power of one billion votes. At the time of this issuance of preferred stock, the Company had no preferred stock issued and outstanding. These shares were subsequently transferred to Minaco Tradex, London, UK.

Pursuant to the Share Exchange Agreement with Go Green Electronic Recycling, Inc., the Company issued 500,000,000 shares of Common Stock to Advance Green Technologies, Inc., the sole shareholder of Go Green Electronic Recycling, Inc.

8. Increases of 10% or More of the Same Class of Outstanding Equity Securities

As discussed under "Change of Control," above, the Company issued one million shares of Series Convertible Preferred Series C Stock on February 18, 2010. At the time of such issuance, there were no shares of Convertible Preferred Series C Stock outstanding.

Pursuant to the Share Exchange Agreement with Go Green Electronic Recycling, Inc., the Company issued 500,000,000 shares of Common Stock to Advance Green Technologies, Inc., the sole shareholder of Go Green Electronic Recycling, Inc.

9. Past, Pending or Anticipated Stock Splits, Stock Dividends, Recapitalizations, Mergers, Acquisitions, Spin-offs or Reorganizations.

In May 2003, we effected a 0.48 share for one share reverse stock split. We have not issued any stock dividends or conducted any spin-offs.

In October 2000, we effected a two shares for one share forward stock split.

On August 16, 2007, we filed a corrected amendment to our Articles of Incorporation to increase our authorized shares of Common Stock from 1,000,000,000 shares to 2,000,000,000 shares.

On November 10, 2010, we amended our Articles of Incorporation to increase the total number of authorized shares of Common Stock to 3,000,000,000 shares.

On April 13, 2010, we entered into a Share Exchange Agreement with Go Green Electronic Recycling, Inc. pursuant to which we acquired 100% of the outstanding shares of common stock of Go Green Electronic Recycling, Inc. in exchange for 500,000,000 shares of our Common Stock.

We became a public company on October 17, 2001 under our old name of Cach Foods, Inc.. From October 2001 through April 2003, Cach Foods, Inc. conducted research on producing, manufacturing and distributing potato chips and other snack foods. In April of 2003, our license agreement to market Idaho Chips expired and we ceased our snack food activities.

On May 12, 2003, we entered into an agreement and plan of reorganization with U.S. Wireless Online, Inc. ("U.S. Wireless"). The agreement closed on May 19, 2003. Prior to closing, the we effected a 0.48 share to one share reverse split of the then 12,152,000 issued and outstanding shares into 5,832,960 shares. Our former president and director then canceled 3,820,000 post-split shares that he owned. As a result of this series of transactions, 11,492,565 post-reverse split shares of Cach Foods common stock were exchanged for all of the issued and outstanding shares of U.S. Wireless making U.S. Wireless a wholly-owned subsidiary of Cach Foods. We then changed our name from Cach Foods, Inc. to U.S. Wireless Online, Inc.

U.S. Wireless was incorporated in 2000 to offer high-speed, low cost Internet access to small and medium sized businesses.

During 2005, we completed nine business acquisitions, as described below in paragraphs (i) through (ix). None of the acquired companies are currently included in our business and their operations are not included in our financial statements.

<u>(i) MJS Holdings, Inc</u>.

On January 11, 2005, in an arms length transaction not involving any affiliates or related parties, we completed the acquisition of all the issued and outstanding stock of MJS Holdings, Inc. ("MJS"), an Ohio Corporation, in exchange for 6,110,906 restricted shares of our common stock, valued at $1,283,500, plus promissory notes in the amount of $916,636.

On January 1, 2006, we entered into an agreement with the former shareholders of MJS to rescind the business acquisition consummated in 2005.

(ii) United Broadband Networks, LLC

On January 17, 2005, in an arms length transaction not involving any affiliates or related parties, we acquired all outstanding membership interests of United Broadband Networks, LLC ("UBN"), a Kentucky limited liability company, in exchange for 2,266,667 restricted shares of our common stock, valued at $498,667 plus a promissory note in the amount of $63,000.

(iii) YYireless1.NET, LLC

On February 1, 2005, in an arms length transaction not involving any affiliates or related parties, we acquired Yireless1.NET, LLC, ("YYireless1") a Pennsylvania limited liability company, in exchange for 1,527,759 restricted shares of our common stock, valued at $505,176, along with a demand promissory note in the amount of $22,760 without interest and cash in the amount of $34,080. On November 11, 2005, we issued an additional 110,079 restricted shares of common stock, valued at $62,126, to complete our obligations under the purchase agreement.

(iv) Air2Lan, Inc.

On March 2, 2005, in an arms length transaction not involving any affiliates or related parties, we acquired the assets and business of Air2Lan, Inc. ("A2L") a Delaware Corporation, in exchange for 5,000,000 restricted shares of the Company's Class A Preferred Stock, par value $0.001 per share, valued at $9,500,000. The Class A Preferred Stock has 10 votes per share and has 10 to one conversion rights into shares of our common stock.

(v) VoIPWorks, LLC

On April 15, 2005, in an arms length transaction not involving any affiliates or related parties, we acquired VoIPWorks, LLC ("VPW") an Ohio limited liability company, as a wholly-owned subsidiary in exchange for $10,000 cash plus 400,000 restricted shares of our common stock, valued at $80,000. We subsequently discontinued our interest in VPW and returned the entity to its former owners in exchange for the shares we had issued in the acquisition transaction.

(vi) Verge Wireless Networks, Inc.

On April 29, 2005, in an arms length transaction not involving any affiliates or related parties, we acquired all of the assets of Verge Wireless Networks, Inc., a Louisiana corporation, in exchange for 2,637,363 restricted shares of our common stock, valued at $461,539, along with a $40,000 twelve month promissory note and $40,000 cash.

(vii) iSkywire, LLC and Related Entities

On May 9, 2005, in an arms length transaction not involving any affiliates or related parties, we acquired iSkywire, LLC, and its related entities, including iSkywire, Jeffersontown, Kentucky I, LLC; iSkywire, New Albany, Indiana I, LLC; iSkywire, Charlestown, Indiana I, LLC, (collectively "iSkywire"). We acquired all of the membership interests of iSkywire in exchange for 1,000,003 restricted shares of our common stock, valued at $200,000, along with a $40,000 eighteen month promissory note and $30,000 cash.

(viii) DHR Technologies, Inc.

On August 22, 2005, in an arms length transaction not involving any affiliates or related parties, we acquired all of the assets of DHR Technologies, Inc., d/b/a Skyline Broadband ("Skyline"), in exchange for 10,138,929 restricted shares of our common stock, valued at $1,723,618, along with a $230,000 twelve month promissory note and $40,000 cash.

(ix) IP Outlet, Inc.

On August 26, 2005, in an arms length transaction not involving any affiliates or related parties, we completed the acquisition of all the assets of IP Outlet, Inc. ("IP Outlet") in exchange for 5,081,600 restricted shares of our common stock, valued at $1,270,400.

SUTIOC Enterprises, Inc. Acquisition Agreement

On December 27, 2006, Sutioc Enterprises, Inc. (Sutioc") gained control of 50.1% of the Company through Sutioc's acquisition of 5,010,000 shares of our Class B Preferred Stock in exchange for 30,000,000 shares of IElement Corporation, as described below.

Appointment of Custodian

On December 22, 2009, Shareholder Advocates, LLC was appointed custodian of the Issuer.

Management has no current plans to (i) split the Company's stock; (ii) declare or pay a stock dividend; (iii.) recapitalize the Company; (iv) enter into a merger or acquisition transaction; (v) spinoff its subsidiary; or (vi) enter into a reorganization.

10. Delisting of the Company's Securities By Any Securities Exchange or Deletion from the OTC Bulletin Board

The Company's common stock ceased being quoted on the OTC Bulletin Board. On or about March 3, 2010, the date the Company filed a Form 15 with SEC pursuant to Exchange Act Rule 12g-4(a)(2).

11. Current, Past, Pending or Threatened Legal Proceedings or Administrative Actions Either By or Against the Company That Could Have a Material Effect on the Company's Business, Financial Condition or Operations and any Current, Past or Pending Suspensions by a Securities Regulator.

On July 2, 2003, Enterasys Networks, Inc. filed a complaint against U.S. Wireless in the United States District Court for the Western District of Kentucky, Louisville Division. The case is Enterasys Networks, Inc. v. U.S. Wireless Online, Inc., Civil Action No. 3:03CV-405-H. Enterasys is seeking $181,844.40 plus interest at 8% from November 30, 2001, along with court costs and attorney's fees. The claim arises from a dispute concerning a convertible note payable. In September of 2003, U.S. Wireless filed an answer and counterclaim, denying all allegations and seeking damages. Enterasys has filed a motion to dismiss the U.S. Wireless counterclaim. The Company entered a settlement agreement with Enterasys Networks, Inc. whereby the Company will pay $2,500 per month for 32 months for a total of $80,000.

In the fourth quarter of 2005, three "non-material" lawsuits were filed against the Company representing two tower management companies and one equipment installation firm resulting from certain amounts invoiced that are strongly disputed by the Company. Collectively these suits seek less than $100,000 in damages.

The Company filed a suit in the United States District Court, Western District of Kentucky, Louisville Division on December 30, 2005, against Thomas J. Busic and Michael D. Marlowe. The

Complaint alleges breach of contract, breach of fiduciary duties and unlawful business practices, defamation, tortuous interference and injunctive relief, violation of the Computer Fraud and Abuse Act, unlawful access to stored communications in violation of 18 U.S.C. §2701, and civil actions under Kentucky Unlawful Access to a Computer Statute and violation of Kentucky Trade Secret Statute. The Company seeks an order from the court declaring breach of contract, an award of actual and punitive damages and an order restraining and enjoining Defendants from their unlawful activities.

On or about December 30, 2005, a complaint was filed against the Company and its President, Rick Hughes by MJS Holdings, Inc., Thomas J. Busic, Jr. and Michael D. Marlowe in the Common Pleas Court of Franklin County, Ohio. The Complaint alleges breach of contract, breach of fiduciary duty, fraud in the inducement, and negligent misrepresentation in the inducement. All allegations are in regard to the Acquisition Agreement of January 1, 2005 between the parties and related contracts. The Plaintiffs request an order that the Acquisition Agreement is void and asks for an award of an amount not less than $25,000 along with attorney fees, prejudgment interest and costs.

Both parties agreed immediately to stay the advancement of the suits to negotiate a settlement. On January 1, 2006, the Company entered into an agreement with the former shareholders of its subsidiary, MJS Holdings, Inc., to rescind the business acquisition consummated in 2005 effective January 1, 2006. In connection therewith, on June 16, 2006, the Company executed a memo of understanding providing for the sale of substantially all of the assets of MJS, including, inventories, equipment, receivables and contract rights to the former owners for a promissory note payable to the Company in the amount of $250,000. In addition all shares of capital stock of MJS are to be returned to the former owners and, correspondingly, all shares of capital stock of U.S. Wireless held by MJS's former owners are to be returned to the Company. A note payable by MJS to the Company in that amount is to be executed providing for payment beginning on the first day of the thirteenth month of the note date, amortized monthly over the next five years. The note will be interest free for the first twelve months and bear interest at 5% per annum thereafter.

On or about March 2, 2006, PNC Bank filed a complaint against the Company in Jefferson Circuit Court, Division Three with Judge Abramson, Case No. 06-CI-06043. The complaint was for a total of $28,044.60 for unpaid rent and expenses. The parties entered into an Agreed Judgment in the principal amount of $12,417.94 and interest on that amount at the rate of 1 ½% per month from April 2, 1006 until paid along with attorney fees and court costs of approximately $2,800. PNC then filed a motion to enforce the Agreed Judgment asking for additional damages. The Company filed a motion for leave to file a late answer with the Court which was granted by the Court.

We are not aware of the final disposition of the above cases for the reason that we do not have all of the Company's records prior to the custodial proceedings described in Part C. Item VII. A.4., above. We have not been contacted by any of the above litigants since the custodial proceedings were concluded.

There are no current, past or pending suspensions of the Company by a securities regulator. However, the Company's common stock ceased being quoted on the OTC Bulletin Board. On or about March 3, 2010, the Company filed a Form 15 with the SEC pursuant to Exchange Act Rule 12g-4(a)(2).. See Item VIII.A.10, above.

B. Business of Issuer.

1. The Company's Primary and Secondary SIC Codes

The Company's primary SIC code is 4953 (Recycling Equipment and Systems) and does not have a secondary SIC code.

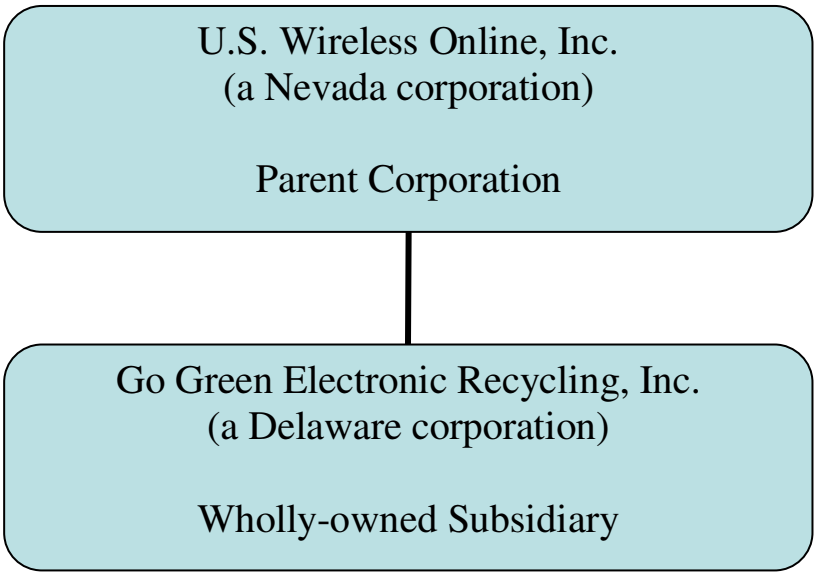
2. If the Issuer Has Never Conducted Operations, Is in the Development Stage or Is Currently Conducting Operations

The Company is currently conducting operations through its subsidiary, Go Green Electronic Recycling, Inc.

At least once since inception, the Company has been a "shell company" as defined by Securities Act Rule 405.

4. The Names of Any Parent, Subsidiary or Affiliate of the Issuer, and Its Business Purpose, Its Method of Operation, Its Ownership, and Whether It Is Included in the Financial Statements Attached to This Disclosure Statement.

The Company has one operating subsidiary, Go Green Electronic Recycling, Inc. Go Green Recycling, Inc. is engaged in management and recycling of electronic waste such as cellular phones, computers and other electronic equipment. See the organization chart below:



The Company has the following affiliates:

Advance Green Technologies, Inc. currently holds 500,000,000 shares of our Common Stock. Mike Barbee has sole dispositive and voting control over these shares.

Minaco Tradex, a UK company, is the holder of our Convertible Preferred Series C Stock, which has the power to vote 1 billion votes (1,000 votes per share times 1,000,000 shares issued and outstanding).

The business of the Company is only that of our subsidiary, Go Green Recycling, Inc, which is described below on pages 13-16.

5. The Effect of Existing or Probable Government Regulations on Our Business

Our business is subject to numerous governmental regulations that impact our business at the parent and subsidiary levels. These regulations are discussed below.

Governmental Regulations That Impact Us at the Parent Level:

Section 15(g) of the Securities Exchange Act of 1934

Our shares are covered by Section 15(g) of the Securities Exchange Act of 1934 ("Exchange Act") and Rules 15g-1 through 15g-6 promulgated thereunder. They impose additional sales practice requirements on broker-dealers who sell our securities to persons other that established customers and accredited investors (generally institutions with assets in excess of $5,000,000 or individuals with net worths in excess of $1,000,000 or annual income exceeding $200,000 or $300,000 jointly with their spouses).

Rule 15g-1 exempts a number of specific transactions from the scope of the penny stock rules (but is not applicable to us).

Rule 15g-2 declares unlawful broker-dealer transactions in penny stocks unless the broker-dealer has first provided to the customer a standardized disclosure document.

Rule 15g-3 provides that it is unlawful for a broker-dealer to engage in a penny stock transaction unless the broker-dealer first discloses and subsequently confirms to its customers current quotation prices or similar market information concerning the penny stock in question.

Rule 15g-4 prohibits broker-dealers from completing penny stock transactions for a customer unless the broker-dealer first discloses to the customer the amount of compensation or other remuneration received as a result of the penny stock transaction.

Rule 15g-5 requires that a broker-dealer executing a penny stock transaction, other than one exempt under Rule 15g-1, disclose to its customer, at the time of or prior to the transaction, information about the sales person's compensation and the compensation of any associated person of the broker-dealer.

Rule 15g-6 requires broker-dealers selling penny stocks to provide their customers with monthly account statements.

Rule 3a51-1 of the Exchange Act establishes the definition of a "penny stock" for purposes relevant to us, as any equity security that has a minimum bid price of less than $5.00 per share, subject to a limited number of exceptions. It is likely that our shares will be considered to be penny stocks for the immediately foreseeable future. For any transaction involving a penny stock, unless exempt, the penny stock rules require that a broker or dealer approve a person's account for transactions in penny stocks an the broker or dealer receive from the investor a written agreement to the transaction setting forth the identity and quantity of the penny stock to be purchase.

In order to approve a person's account for transactions in penny stocks, the broker or dealer must obtain financial information and investment experience and objectives of the person and make a reasonable determination that the transactions in penny stocks are suitable for that person and that that person has sufficient knowledge and experience in financial matters to be capable of evaluating the risks of transactions in penny stocks.

The broker or dealer must also deliver, prior to any transaction in a penny stock, a disclosure schedule prepared by the SEC relating to the penny stock market, which, in highlight form, sets forth:

- the basis on which the broker or dealer made the suitability determination; and
- that the broker or dealer received a signed, written agreement from the investor prior to the transaction.

Disclosure also has to be made about the risks of investing in penny stocks in both public offerings and in secondary trading and commissions' payable to both the broker-dealer and the registered representative, current quotations for the securities and the rights and remedies available to an investor in

cases of fraud in penny stock transactions. Finally, monthly statements have to be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks.

The above-referenced requirements may create a lack of liquidity, making trading difficult or impossible, and accordingly, shareholders may find it difficult to dispose of our shares.

Governmental Regulations That Impact Our Go Green Recycling Subsidiary:

We are subject to a broad range of frequently changing federal, state and local environmental, health and safety laws and regulations, including those governing discharges to air, soil and water, the handling and disposal of, and exposure to, hazardous substances and the investigation and remediation of contamination resulting from the release of hazardous substances. We believe that our business operations and facilities are in material compliance with all applicable environmental, health and safety laws and regulations, though future expenditures may continue to be necessary in order to maintain such compliance. While we do not believe that any investigation or remediation obligations that we have identified will have a material adverse effect on our operating results or financial condition, there can be no assurance provided that such obligations will not arise in the future.

6. Research and Development Activities

During 2008 and 2009, and through the date of this Initial Disclosure Statement, the Company has not been engaged in any research and development activities.

7. Cost and Effects of Compliance with Environmental Laws

We have not incurred any material costs or realized and material effects related to compliance with environmental laws.

8. Employees

The Company currently has six full-time employees and three part time employees.

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

Introduction

US Wireless Online, Inc. owns Go Green Electronic Recycling, Inc., a U.S.-based company that focuses on management and recycling of electronic waste in the United States. GGER is curre3ntly processing cellular phones and intends to process even more electronic equipment, including larger electronics, such as computers. A new focus on computers promises increased profits, since salvaging computers results in reprocessing of precious metals.

Go Green Electronic Recycling has been involved in the specialized e-waste recycling for over 19 years. Go Green offers secure and complete disposal of cell phones, laptop computers and other electronics, while utilizing and maintaining the company's recycling integrity through the *Zero Landfill Policy*. Our company guarantees a personalized attention to meet all individual needs, with equipment able to handle the most complex e-waste challenges.

Go Green Electronic Recycling also sponsors cell phone fundraising, cell phone donation, laptop computer donation and recycling for businesses and individuals. Company's Fundraising Program offers non-profit organizations, schools and community groups the opportunity to raise money through cell phone recycling.

The mission of Go Green Electronic Recycling is to reduce the e-waste and e-waste related pollution by recycling and reusing everyday electronics such as cell phones, computers and televisions.

Gartner, world's leading information technology research and advisory company, reports that the

global cell phone sales topped 1.2 billion units in 2009, while Americans dispose of more than 350,000 cell phones and 130,000 laptop computers every day, making electronic waste the fastest growing segment of the U.S. waste stream.

In 2007, the United States produced over 2.25 million tons of e-waste in TVs, cell phones and computer products. The Environmental Protection Agency estimates that more than 235 million e-waste pieces were stored–stockpiled in the United States in 2007 alone.

With the average life span between 12 to 18 months for cell phones and computers, this waste stream will most likely increase exponentially in the upcoming years.

As cell phones proliferate they are giving computers and monitors some competition for the dubious distinction as the largest contributor to the world's growing e-waste problem. Indeed, toxin-laden electronics are clogging landfills and polluting air and groundwater supplies from coast to coast.

Cell phones are among the fastest growing types of trash. The average North American gets a new cell phone every 18 to 24 months, making old phones—many that contain hazardous materials like lead, mercury, cadmium, brominated flame retardants and arsenic—the fastest growing type of manufactured garbage in the nation. According to the U.S. Environmental Protection Agency (EPA), Americans discard 125 million phones each year, creating 65,000 tons of waste.

Reduce – Reuse – Recycle

Reduce with Go Green Electronics

Go Green offers a complete solution in e-waste, managing complete disposal of cell phones, laptops and other electronics, utilizing and maintaining *Zero Landfill Policy*. We offer a secure and complete disposal of old and unused cell phones and laptop computers.

Reuse with Go Green Electronics

The reuse of used electronics is an essential step in the recycling process. About 60% of donated/recycled items have value as refurbished products suitable for resale. Go Green distributes refurbished cell phones and laptops to diverse developing markets world wide, that need affordable communication technologies.

Recycle with Go Green Electronics

About 40% of recycled electronics do not carry any resale value and Go Green processes these through its environmentally safe refining program. Go Green cleans, shreds and smelts all electronics to their natural state, and these base components and materials return into the production cycles, creating new products, replenishing national natural resources.

Donate to Go Green Electronic Recycling

People can donate cell phones to Go Green Electronic Recycling to benefit our nonprofit partners. We responsibly recycle all electronics, strongly adhering to our environmental Zero Landfill Policy. Fundraising through e-waste recycling offers great opportunities and one of the best ways for groups and organizations to raise money. Non-profit organizations, schools or community groups can recycle and raise money through disposing of used and outdated cell phones and laptop computers, because Go Green Recycling pays for these electronics. We will pay anywhere between $0.30 to $30.00, depending on the make, model, and condition of the donated items and all proceeds will benefit our nonprofit partners.

We will support nonprofit causes, no matter the size of the endeavor, whether it is a local charity, or aiming to achieve larger results (Cell phones for Soldiers, Social Services, Girl Scouts, etc.). Free of charge, we supply all the materials and instructions needed for successful recycling, and takes care of all electronics hassle free, paying for all postage.

Reuse with Go Green Electronics

We continuously seek new sources of e-waste and we equally respect and value all relationships with our customers and suppliers. We accept all manufacturers, models, technologies and conditions, including new, used, refurbished and obsolete. We will pay anywhere between $0.30 to $30.00, depending on the make, model and condition of the donated items. All the proceeds benefit our nonprofit partners.

A. Principal products or services and their markets:

See discussion under Introduction, above.

B. Distribution methods of our products and services:

See discussion under Introduction, above

C. Competitive business conditions, the issuer's competitive position in the industry and methods of competition:

Our Go Green Electronic Recycling subsidiary faces numerous sources of competition. Several cellular phone companies and retailers offer cellular phone recycling programs where cell phones can be dropped off at retail locations or mailed in. Some of the companies offering such services are AT&T, Sony Ericsson, T-Mobile, Best Buy, Sprint, LG Electronics, Office Depot, Staples, Verizon Wireless, Nokia, Motorola, and Samsung.

Additionally, non-profit organizations and companies, such as GRC Wireless Recycling, offer non-profits the opportunity to raise funds through cellular phone recycling programs, offer to buy used cell phones and offer the opportunity to donate cell phones for the benefit of non-profit organizations.

Call2Recycle, a nonprofit organization, offers consumers and retailers in the United States and Canada simple ways to recycle old phones. Consumers can enter their zip code on the group's website and be directed to a drop box in their area. Most major electronics retailers, from Radio Shack to Office Depot, participate in the program and offer Call2Recycle drop-boxes in their stores. Call2Recycle recovers the phones and sells them back to manufacturers, which either refurbish and resell them or recycle their parts for use in making new products.

The CollectiveGood organization takes used cell phones, refurbishes them, and then re-sells them to distributors and carriers for use primarily in developing countries, providing affordable communications to poorer citizens while helping to "bridge the digital divide." They also recycle all non-functioning batteries through a partnership with the Rechargeable Battery Recycling Corporation. People donating a phone to CollectiveGood can direct the profits from the sales to a charity of their choice.

The solid waste services industry is highly competitive, has undergone a period of consolidation and requires substantial labor and capital resources. Some of the markets in which we compete or will likely compete are served by, or adjacent to markets served by, one or more of the large national or multinational solid waste companies, as well as numerous regional and local solid waste companies. Intense competition exists not only to provide services to customers, but also to acquire other businesses within each market. Most of our competitors have significantly greater financial and other resources than we do. From time to time, competitors may reduce the price of their services in an effort to expand market share or to win a competitively bid contract. These practices may either require us to reduce the pricing of our services or result in our loss of business.

As is generally the case in our industry, some contracts are subject to periodic competitive bidding. We may not be the successful bidder to obtain or retain these contracts. If we are unable to compete with larger and better capitalized companies, or to replace municipal contracts lost through the competitive bidding process with comparable contracts or other revenue sources within a reasonable time period, our revenues would decrease and our operating results would be harmed.

In our solid waste disposal markets, we also compete with operators of cellular phone recycling, some of whom may operate on a non-profit basis. These entities may have financial advantages because of their ability to pay more for phones, offer tax benefits, charge user fees or similar charges, and in some cases utilize government subsidies.

D. Sources and availability of raw materials and the names of principal suppliers:

We believe that our raw materials are generally available from a number of suppliers. See discussion under Introduction, above for a discussion of our sources and availability of raw materials (electronics).

E. Dependence on one or a few major customers:

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

F. Dependence on one or a few major customers:

Our business is not dependent on one or a few major customers.

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

We do not need any government approval of our products or services and we have not requested any such approvals.

Item X. The nature and extent of the issuer's facilities.

Go Green Electronic Recycling is currently leasing approximately 9,875 square foot office/warehouse facility in Spring Hill, Florida, for a monthly rental of $3,100.

RISK FACTORS

An investment in our securities involves a high degree of risk. Prospective investors should carefully consider the following risk factors and the other information in this disclosure statement before investing in our securities. Our business and results of operations could be seriously harmed by any of the following risks. The risks and uncertainties described below are those that our management currently believes may significantly affect us. If any of the following risks actually occurs, our business, financial condition and results of operations could be harmed and investors in our securities could lose part or all of their investment in our securities

PLEASE CONSIDER THE FOLLOWING RISK FACTORS BEFORE DECIDING TO INVEST IN OUR SECURITIES.

RISKS RELATED TO OUR COMPANY

We have a history of significant net operating losses and may never achieve profitability.

We have a history of significant net operating losses. We cannot assure you that we will ever achieve profitability. Even if we do achieve profitability, we cannot assure you that we will be able to sustain or increase profitability on a quarterly or annual basis in the future. Revenues and profits, if any, will depend upon various factors, including whether we will be able to successfully implement our sales, marketing, and advertising strategies. We may not achieve our business objectives and the failure to achieve such goals would have an adverse impact on us. In addition, an inability to achieve profitability could have a detrimental effect on the long term capital appreciation of our common stock.

If we are unable to attract and retain qualified personnel with experience in our industries, our business could suffer

Our current and future success depends in part on our ability to identify, attract, assimilate, hire, train and motivate professional, highly-skilled scientific and technical personnel for our research, development efforts, as well as managerial, sales and marketing personnel with experience in our industry. If we fail to attract and retain the necessary professional, highly-skilled scientific, technical, managerial, sales and marketing personnel, we may not develop a sufficient array of products or establish a large enough customer base to adequately develop our proposed operations, and, as a result, could have a material adverse effect on our company.

We may not be able to effectively compete in the highly competitive waste services industry.

The solid waste services industry is highly competitive, has undergone a period of consolidation and requires substantial labor and capital resources. Some of the markets in which we compete or will likely compete are served by, or adjacent to markets served by, one or more of the large national or multinational solid waste companies, as well as numerous regional and local solid waste companies. Intense competition exists not only to provide services to customers, but also to acquire other businesses within each market. Most of our competitors have significantly greater financial and other resources than we do. From time to time, competitors may reduce the price of their services in an effort to expand market share or to win a competitively bid contract. These practices may either require us to reduce the pricing of our services or result in our loss of business.

As is generally the case in our industry, some contracts are subject to periodic competitive bidding. We may not be the successful bidder to obtain or retain these contracts. If we are unable to compete with larger and better capitalized companies, or to replace municipal contracts lost through the competitive bidding process with comparable contracts or other revenue sources within a reasonable time period, our revenues would decrease and our operating results would be harmed.

In our solid waste disposal markets, we also compete with operators of cellular phone recycling, some of whom may operate on a non-profit basis. These entities may have financial advantages because of their ability to pay more for phones, offer tax benefits, charge user fees or similar charges, and in some cases utilize government subsidies.

Current economic conditions may adversely affect our revenues and our operating margin.

Our business may be affected by changes in economic conditions that are outside of our control, including reductions in business and consumer activity generally.

We may engage in acquisitions in the future with the goal of complementing or expanding our business. However, we may be unable to complete these transactions and, if completed, these transactions may not improve our business or may pose significant risks and could have a negative effect on our operations.

We have in the past, and we may in the future, make acquisitions in order to acquire additional companies. These acquisitions may include assets that are outside our existing markets, or larger, more strategic acquisitions. In addition, from time to time we may acquire businesses that are complementary to our core business strategy. We may not be able to identify suitable acquisition candidates. If we identify suitable acquisition candidates, we may be unable to negotiate successfully their acquisition at a price or on terms and conditions acceptable to us. Furthermore, we may be unable to obtain the necessary regulatory approval to complete potential acquisitions.

Our ability to achieve the benefits from any potential future acquisitions, including cost savings and operating efficiencies, depends in part on our ability to successfully integrate the operations of such acquired businesses with our existing operations. The integration of acquired businesses and other assets may require significant management time and company resources that would otherwise be available for the ongoing management of our existing operations.

Any properties or facilities that we acquire may be subject to unknown liabilities, such as undisclosed environmental contamination, for which we would have no recourse, or only limited recourse, to the former owners of such properties. As a result, if a liability were asserted against us based upon ownership of an acquired property, we might be required to pay significant sums to settle it, which could adversely affect our financial results and cash flow. In addition, the process of acquiring and developing businesses is lengthy, expensive and uncertain.

We may need additional financing and may not be able to raise funding on favorable terms or at all, which could increase our costs, limit our ability to operate or grow our business and dilute the ownership interests of existing stockholders.

We require substantial working capital to fund our business. We believe that our current working capital, including our existing cash balance, together with our future cash flows from operations and available financing capacity, will be adequate to support our current operating plans at least until March 31, 2011. If necessary, we would seek such future financing from sources of public or private debt and equity. There can be no assurance such financings will be available on terms favorable to us or at all.

The negative conditions in the equity and debt markets, the tightening of the credit markets and the general economic slowdown in the United States has made it difficult for us to raise additional capital or obtain additional financing, and we expect these trends to continue to varying degrees in 2011. Our inability to raise additional financing when necessary or desired could adversely affect our ability to maintain, develop or enhance our services and operations, take advantage of future opportunities, respond tocompetitive pressures or continue operations. If additional financing is required but not available, we would have to implement further measures to conserve cash and reduce costs, including limiting or reducing our business operations and considering the sale or disposal of non-productive or under-productive assets or operations. However, there is no assurance that any such measures would ultimately be successful.

To the extent any future financings involve the issuance of equity securities, existing stockholders could suffer significant dilution. If we raise additional financing through the issuance of equity, equity-related or debt securities, those securities may have rights, preferences or privileges senior to those of the rights of our common stock or may be convertible into or exchangeable for a significant amount of our common stock, and thus our existing stockholders may experience substantial dilution of their ownership interests as a result of such additional financing.

Our success depends on our management team.

Our company's operations are dependent on the continued efforts of our Board of Directors and our executive officers, including our President and Chief Executive Officer. If any of these individuals becomes unwilling or unable to continue their employment or association with us, our business could be affected materially and adversely. Furthermore, there can be no assurance that our management team will be successful in managing the operations of the company or be able to effectively implement our business strategy. Failure of our management group to successfully manage the operation of our company or to effectively implement our business strategy could have a material adverse effect on our company's financial condition and results of operations. We have no key man life insurance on any of our executives.

We do not have an independent audit or compensation committee, the absence of which could lead to conflicts of interest of our officers and directors and work as a detriment to our shareholders.

We do not have an independent audit or compensation committee. The absence of an independent audit and compensation committee could lead to conflicts of interest of our officers and directors, which could work as a detriment to our shareholders.

We do not have audited financial statements and our financial statements have not been reviewed by any regulatory authority.

Our financial statements have been prepared by our management and have not been reviewed by any independent third party auditing firm, by the Securities and Exchange Commission or by any state securities administrators. Therefore, investors in our securities do not or will not have the comfort they might otherwise have if our financial statements had been audited by an independent auditing firm.

Trading in our securities could be subject to extreme price fluctuations that could adversely affect your investment.

Historically speaking, the market prices for securities of small publicly traded companies have been highly volatile. Publicized events and announcements may have a significant impact on the market price of our common stock.

In addition, the stock market from time to time experiences extreme price and volume fluctuations that particularly affect the market prices for small publicly traded companies and which are often unrelated to the operating performance of the affected companies.

Substantial sales of our common stock may impact the market price of our common stock.

Future sales of substantial amounts of our common stock, including shares that we may issue upon exercise of options and warrants could adversely affect the market price of our common stock. Furthermore, if we raise additional funds through the issuance of common stock or securities convertible into our common stock, the percentage ownership of our shareholders will be reduced and the price of our common stock may fall.

We do not expect to pay dividends for the foreseeable future.

We will use any earnings generated from our operations to finance our business and will not pay any cash dividends to our shareholders in the foreseeable future.

Issuing preferred stock with rights senior to those of our common stock could adversely affect holders of common stock.

Our charter documents grant our board of directors the authority to issue preferred stock without a vote or action by our shareholders. Our board also has the authority to determine the terms of preferred stock, including price, preferences and voting rights. The rights granted to holders of preferred stock may adversely affect the rights of holders of our common stock. For example, a series of preferred stock may be granted the right to receive a liquidation preference - a pre-set distribution in the event of a liquidation that would reduce the amount available for distribution to holders of our common stock. In addition, the issuance of preferred stock could make it more difficult for a third party to acquire a majority of our outstanding voting stock. As a result, common shareholders could be prevented from participating in transactions that would offer an optimal price for their shares.

Having only two directors limits our ability to establish effective independent corporate governance procedures and increases the control of our management.

Having only two directors limits our ability to establish effective independent corporate governance procedures and increases the control of our management. Accordingly, we cannot establish board committees comprised of independent members to oversee functions like compensation or audit issues until we are able to expand our board of directors to include independent directors.

Until we have a larger board of directors that would include some independent members, if ever, there will be limited oversight of our management's decisions and activities and little ability for minority shareholders to challenge or reverse those activities and decisions, even if they are not in the best interests

of minority shareholders.

Our articles of incorporation provide for indemnification of officers and directors at our expense and limit their liability, which may result in a major cost to us and hurt the interests of our shareholders because corporate resources may be expended for the benefits of officers and/or directors.

Our articles of incorporation and applicable Nevada laws provide for the indemnification of our directors, officers, employees and agents under certain circumstances, against attorney's fees and other expenses incurred by them in any litigation to which they become a party arising from their association with or activities on our behalf. We will also bear the expenses of such litigation for any of our directors, officers, employees or agents, upon such person's written promise to repay us therefor, even if it is ultimately determined that any such person shall not have been entitled to indemnification. This indemnification policy could result in substantial expenditures by us that we may be unable to recoup.

We have been advised that, in the opinion of the Securities and Exchange Commission, indemnification for liabilities arising under federal securities laws is against public policy and is, therefore, unenforceable. In the event that a claim for indemnification for liabilities arising under federal securities laws, other than the payment by us of expenses incurred or paid by a director, officer or controlling person in the successful defense of any action, suit or proceeding, is asserted by a director, officer or controlling person in connection with the securities being registered, we will (unless in the opinion of our counsel, the matter has been settled by controlling precedent) submit to a court of appropriate jurisdiction, the question of whether indemnification by us is against public policy as expressed by the Securities and Exchange Commission and will be governed by the final adjudication of such issue. The legal process relating to this matter, if it were to occur, is likely to be very costly and may result is us receiving negative publicity, either of which factors is likely to materially reduce the market price for our shares, if such a market ever develops.

Our common stock is not currently traded on any stock exchange or quoted on the over-the-counter bulletin board. Instead, our common stock is quoted on the pink sheets and is considered to be a "penny stock" and, as such, the market for our common stock will be limited by certain SEC rules applicable to penny stocks.

As long as the price of our common stock remains below $5.00 per share, our shares of common stock are likely to be subject to certain "penny stock" rules promulgated by the sec. Those rules impose certain sales practice requirements brokers who sell penny stock to persons other than established customers and accredited investors (generally, an institution with assets in excess of $5,000,000 or an individual with a net worth in excess of $1,000,000). For transactions covered by the penny stock rules, the broker must make a special suitability determination for the purchaser and receive the purchaser's written consent to the transaction prior to the sale. Furthermore, the penny stock rules generally require, among other things, that brokers engaged in secondary trading of penny stocks provide customers with written disclosure documents, monthly statements of the market value of penny stocks, disclosure of the bid and asked prices of penny stocks and disclosure of the compensation to the brokerage firm and disclosure of the sales person working for the brokerage firm. These rules and regulations make it more difficult for brokers to sell shares of our common stock and limit the liquidity of our shares.

Our records are incomplete.

We were deemed to be abandoned by our previous management and placed in custodianship by a court. The records available to the custodian may be incomplete, and we may discover unreported or unknown liabilities, judgments or other adverse items.

Our stock trades on the Pink Sheets OTC Market which entails numerous risks.

Our stock trades on the Pink Sheets OTC Market which entails numerous risks, including but not limited to the following: Pink Sheets has experienced computer failures and malfunctions in the past, causing securities quoted there to be misquoted or not quoted at all. Pink Sheets has a system of rating

companies and can rate our stock "Caveat Emptor" for many reasons which are out of our control, or for no reason at all. Pink Sheets can label us "Caveat Emptor" or "Toxic" for the actions of others, such as short selling, or making unauthorized spam promotional campaigns. There are no clear standards for being placed on Caveat Emptor and no clear standards for being removed. Generally, stock buyers will avoid buying Caveat Emptor stocks and the stocks experience substantial market declines after being so labeled. Finally, if the Company is unable to obtain the necessary audited financial statements, the Company may be unable to escape the Pink Sheets. In the last year, the Issuer was placed in "Caveat Emptor" status by Pink Sheets and this was removed after the Issuer posted certain disclosures on the Pink Sheets.

The market for penny stocks has experienced numerous frauds and abuses which could adversely impact investors in our stock.

Pink Sheets securities are frequent targets of fraud or market manipulation, both because of their generally low prices and because reporting requirements are less stringent than those of the stock exchanges or NASDAQ. Patterns of fraud and abuse include: (1) Control of the market for the security by one or a few broker-dealers that are often related to the promoter or issuer; (2) Manipulation of prices through prearranged matching of purchases and sales and false and misleading press releases; (3) "Boiler room" practices involving high pressure sales tactics and unrealistic price projections by inexperienced sales persons; (4) Excessive and undisclosed bid-ask differentials and markups by selling broker-dealers; and (5) Wholesale dumping of the same securities by promoters and broker-dealers after prices have been manipulated to a desired level, along with the inevitable collapse of those prices with consequent investor losses.

Our management is aware of the abuses that have occurred historically in the penny stock market.

THERE ARE RISKS ASSOCIATED WITH FORWARD LOOKING STATEMENTS

This disclosure statement contains certain forward looking statements regarding management's plans and objectives for future operations including plans and objectives relating to our planned marketing efforts and future economic performance. The forward looking statements and associated risks set forth in this disclosure statement include or relate to, among other things, (a) our projected sales and profitability, (b) our growth strategies, (c) anticipated trends in our industry, (d) our ability to obtain and retain sufficient capital for future operations and (e) our anticipated needs for working capital. These statements may be found throughout this disclosure statement, generally. Actual events or results may differ materially from those discussed in forward looking statements as a result of various factors, including, without limitation, the risks outlined under "Risk Factors" and matters described in this disclosure statement, generally. 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.

PART D. MANAGEMENT STRUCTURE AND FINANCIAL INFORMATION:

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

A. Officers and Directors:

Adil Albert, President, Chief Executive Officer and a Director

1. Full name: Adil Albert
2. Business address: 7 Killamarsh Drive
Toronto ON
Canada M3J1J2

3. Employment history (which must list all previous employers for the past 5 years, positions held, responsibilities and employment dates):

For the past five years, Mr. Albert has served as the Chief Executive Officer of PhD Traders, Inc. where he developed super trading software for the index futures market, conducted software sales, training and trading mentorship. PhD traders, Inc. is one of the best trading schools in Canada and is expanding globally. From 2003 to 2006, Mr. Albert was an Investment Banker with Emirate Global Investment Bank where he processed large volumes of financial transactions such as account transfers, foreign exchanges, stop payments and drafts, developed new prospects and interacted with existing and new customers to increase the sales of the bank's various financial products and services.

4. Board memberships and other affiliations: N/A
5. Compensation by the issuer: None to date.
6. Number and class of the issuer's securities beneficially owned by each such person: None

Carol Robichaud, Corporate Secretary and a Director

1. Full name: Carol Robichaud, Corporate Secretary
2. Business address: 1412 Carmen Drive
Mississauga
Ontario
L5G 3Z1

3. Employment history (which must list all previous employers for the past 5 years, positions held, responsibilities and employment dates):

For over the past five years, Ms. Robichaud has been President of KCR Image Consulting and is a certified Colour and Image Management Consultant for men and women. She is a graduate of the Fashion Academy in Costa Mesa, California and is a founding member and past President of the Association of Image Consultants International, Toronto Chapter. Ms. Robichaud is a native of Toronto and combines more than 19 years experience in certified image management consulting. She is a speaker and trainer for diverse companies, organizations and individuals on the importance of developing strategies for self image, self discovery and personal branding.

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4. Board memberships and other affiliations: Ms. Robichaud is a Director of Hard to treat Diseases, Inc. (HTDS), Hiru Corporation (HIRU), National Health Scan, Inc. (NHSN) and NW Tech Capital, Inc. (NWTT).
5. Compensation by the issuer: $6,858 in 2010

6. Number and class of the issuer's securities beneficially owned by each such person: None.

Michael Barbee, President, Chief Executive Officer and a Director of Go Green Electronic Recycling, Inc.

1. Full name: Michael Barbee
2. Business address: 11075 Hearth Road
Spring Hill, FL 34608
3. Employment history (which must list all previous employers for the past 5 years, positions held, responsibilities and employment dates):
Mr. Barbee has been the President and a Director of Advance Green Technologies, Inc. for over the past five years. He has also served as Chairman of the Board of Directors and Chief Executive Officer of International Paymaster, Inc. since its inception in 1980. He also worked for 17 years with Scott and Fetzer where he often earned the title of #1 distributor. From 1987-1990, Mr. Barbee was a founder and the Principal of PEO Brokerage, Inc. with a sales force of over 5,000 people, helping to pioneer the used of Internet auctions in the placement of businesses in the Professional Employer Organization ("PEO") industry.

4. Board memberships and other affiliations: See answer to 3, above.
5. Compensation by the issuer: None to date.
6. Number and class of the issuer's securities beneficially owned by each such person.
500,000,000 shares of our Common Stock are held by Advance Green Technologies, Inc. over which Mr. Barbee has sole dispositive and voting control.

Our executive officers are elected by the board of directors and serve at the discretion of the board. All of the current directors serve until the next annual shareholders' meeting or until their successors have been duly elected and qualified.

EXECUTIVE COMPENSATION.

We did not pay any compensation to our officers and directors during 2008 or 2009 or so far in 2010, except that we paid Carol Robichaud $6,858 in 2010.

B. Legal/Disciplinary History.

During the past ten years, no present director, executive officer or person nominated to become a director or an executive officer of the Company:

1. was a general partner or executive officer of any business against which any bankruptcy petition was filed, either at the time of the bankruptcy or two years prior to that time;

2. was convicted in a criminal proceeding or named subject to a pending criminal proceeding (excluding traffic violations and other minor offenses);

3. was subject to any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting his involvement in any type of business, securities or banking activities; or

4. was found by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission or the Commodity Futures Trading Commission to have violated a Federal or state securities or commodities law, and the judgment has not been reversed, suspended or vacated.

C. Family Relationships

No family relationship exists between or among any of our officers and directors.

D. Disclosure of Related Party Transactions.

Not applicable.

E. Disclosure of Conflicts of Interest

Although we have not adopted formal procedures for the review, approval or ratification of transactions with related persons, we adhere to a general policy that such transactions should only be entered into if they are on terms that, on the whole, are no more favorable, or no less favorable, than those available from unaffiliated third parties and their approval is in accordance with applicable law. Such transactions require the approval of our board of directors.

Item XII. Financial Information for the issuer's most recent fiscal period:

The unaudited consolidated financial statements of the Company for the nine months ended September 30, 2010 based on operations of Go Green Electronic Recycling, Inc. are attached at the end of this filing beginning on page F-1 and are incorporated herein by reference

Item XIII. Similar financial information for such part of the two preceding fiscal years as the issuer or its predecessor has been in existence:

Special Note: As previously discussed in Part C. Item VIII.4 on page 5 hereof, control of the Company was acquired through a court appointed custodian as a direct result of abandonment by the previous management and the Company was reinstated in the State of Nevada on January 12, 2010.

Due to these facts, the Custodian was unable to obtain many of the financial books and records of the Company from the prior management, and, therefore, the Company is unable to provide financial statements for years prior to 2009 or 2008. Go Green Electronic Recycling, Inc. was incorporated in 2010 and did not exist in 2009 or 2008.

Item XIV. Beneficial Owners

The following persons beneficially own more than five percent (5%) of any class of the issuer's equity securities:

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

To our knowledge, the following table sets forth, as of December 17, 2010, information regarding the ownership of our common stock by:

- Persons who own more than 5% of our common stock
- each of our directors and each of our executive officers; and
- all directors and executive officers as a group.

Each person has sole voting and investment power with respect to the shares shown, except as otherwise noted.

Name of Beneficial Owner	Amount and Nature of Beneficial Ownership Number (1)	Percent (1)
Adil Albert, President and a Director	-0-	0 %
Carol Robichaud	-0-	0 %
Michael Barbee, President of Our Subsidiary Go Green Electronic Recycling, Inc. and Advance Green Technologies, Inc. (2)	500,000,000	20%
All officers and directors as a group (3 persons)	500,000,000	20%

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1. The numbers and percentages set forth in these columns are based on 2,218,705,735 shares of common stock outstanding as of December 17, 2010. The number and percentage of shares beneficially owned is determined in accordance with Rule 13d-3 of the Securities Exchange Act of 1934, and the information is not necessarily indicative of beneficial ownership for any other purpose. Under such rule, beneficial ownership includes any shares as to which the selling security holder has sole or shared voting power or investment power and also any shares, which the selling security holder has the right to acquire within 60 days.

2. These shares are registered in the name of Advance Green Technologies, Inc. Michael Barbee has sole dispositive and voting control over these shares. Mr. Barbee's address is c/o Go Green Electronic Recycling, Inc., 11075 Hearth Road, Spring Hill, Florida 34608. Advance Green Technologies, Inc.'s address is 19514 Cortez Blvd., Suite 231, Brooksville, FL 34601. Advance Green Technologies, Inc.'s registered agent is Incorp Services, Inc., whose address is 1200 Orange Street, Suite 600, Wilmington, DE 19899.

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

Investment Banker:

None

Promoters:

None

Legal Counsel:

David E. Wise, Esq.
9901 IH-10 West
Suite 800
San Antonio, Texas 78230
Phone: (210) 323-6074
Fax: (210) 579-1775
E-mail: wiselaw@gvtc.com

Accounting Firm/Auditors:

Comprehensive Accounting
2655 Ulmerton Rd.
Unit 338
Clearwater, FL 33762
United States

Public Relations Consultant:

Mina Mar Group
5155 Spectrum Way, Unit 5
Mississauga, ON Canada L4W 5A1
Phone: (416) 597-8884
Fax: (866) 455-6270
E-mail: www.minamargroup.com

Investor Relations Consultant:

Constant Growth Investment
2201 Eglinton Ave East
Toronto, ON M1L 4S2
Canada

Other Advisors/Financing and Business Consulting:

None

Item XVI. Management's Discussion and Analysis or Plan of Operations

CAUTIONARY FORWARD – LOOKING STATEMENT

The following discussion should be read in conjunction with our financial statements and related notes.

Certain matters discussed herein may contain forward-looking statements that are subject to risks and uncertainties. Such risks and uncertainties include, but are not limited to, the following:

- the volatile and competitive nature of our industry,
- the uncertainties surrounding the rapidly evolving markets in which we compete,
- our dependence on its intellectual property rights,
- the success of marketing efforts by third parties,
- the changing demands of customers and
- the arrangements with present and future customers and third parties.

Should one or more of these risks or uncertainties materialize or should any of the underlying assumptions prove incorrect, actual results of current and future operations may vary materially from those anticipated.

Overview

The Company is a Nevada corporation formed on May 4, 1998 under the name Llebpmac, Inc. On November 1, 2000, the company changed its name to Cach Foods, Inc. Further on May 16, 2003 the Company's name was changed to US Wireless Online Inc. On May 19, 2003, the Company acquired US Wireless Online, Inc. in a transaction recorded as a recapitalization with the Company being the legal

survivor and U.S. Wireless, Inc. operations being the accounting survivor. U.S. Wireless Online, Inc. was originally founded in 2000 and the Company's focus was primarily on development of commercial wireless internet access and related applications and services in the wireless broadband industry.

Subsequently, the Company was administratively abandoned by previous management and was then reinstated in January 2010 through a court appointed custodian.

On May 14, 2010, the company announced that it had completed its merger with Go Green Electronics Recycling, Inc., a U.S. based company, as the recycling industry takes a main stage in the North America consciousness.

In November 2010, the company announced it had recapitalized its authorized share structure to 3.025 billion to prepare for multiple mergers with new viable private businesses.

Management's discussion and analysis of financial condition and results of operations will focus on the results of operations of Go Green Electronics Recycling, Inc. as the Company's sole operating subsidiary.

Go Green Electronic Recycling "(GGER") collects used electronic equipment (known as e-waste) and either refurbishes items to resell as functioning electronics in foreign markets or sells their component parts (metal, plastic, etc.) as scrap. GGER is currently expanding across North America, focusing on collecting used cell phones.

Go Green Electronic Recycling has been involved in the specialized e-waste recycling for over 19 years. Go Green Electronic Recycling offers secure and complete disposal of cell phones, laptop computers and other electronics, while utilizing and maintaining the company's recycling integrity through the *Zero Landfill Policy*. Go Green Electronic Recycling guarantees a personalized attention to meet all individual needs, with equipment able to handle the most complex e-waste challenges.

Financial Results and Outlook

Nine-Month Period Ended September 30, 2010

Revenue

As the Company is presently in the developmental stage of its business, revenue was $0 for the nine month period ended September 30, 2010.

Cost of Sales

Cost of Sales was $0 for the nine month period ended September 30, 2010

Gross Profit

Gross Profit was $0 for the nine month period ended September 30, 2010

Operating Expenses

Operating expenses consist of general and administrative expenses and selling expenses. General and administrative expenses relate to the developmental costs and consist primarily of consultant and contract labor fees and other overhead expenses. General and administrative expenses were $702,373 and selling expenses were $5,684 for the nine month period ended September 30, 2010.

Net profit (loss)

The Company recorded a net loss of $708,057 for the nine month period ended September 30, 2010.

Liquidity and Capital Resources

For the past nine months as part of the developmental stage of the business, the operations of the Company have been funded through an increase in capital. As of September 30, 2010, we had cash and cash equivalent of $18,243.

The Company recorded a loss of $708,057 from operating activities, primarily relating to administrative expenditures for the nine month period ended September 30, 2010.

Cash flows used in investing activities for the nine month period ended September 30, 2010 was $35,554 and consisted primarily of $30,554 for capital expenditures and $5,000 as an increase in accounts receivable.

Cash provided by financing activities was $761,854 for the nine month period ended September 30, 2010 and consisted of $629,244 as an increase in paid in capital and $132,610 from the issuance of capital stock.

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PART E. ISSUANCE HISTORY

Item XVII List of securities offerings and shares issued for services in the past two years and through the date of disclosure statement.

Detailed below are all events, in chronological order, that resulted in changes in total shares of Common Stock for the Company within the two-year period ending on the last day of our most recent fiscal year (2009) and since December 31, 2009:

Date Issued	Stock Issued To:	Jurisdiction Where Offering was Qualified	Total # of Shares Issued	Value Per Share	Amount Paid To Issuer	Trading Status R=Restricted F=Free Trading	Total Stock Value Sold
2/16/2010	Marc Pintar	Arizona	1,000,000	$.001	$1,000 in consulting services	R	$1,000
2/16/2010	Shareholder Advocates, LLC (1)	Arizona	10,000,000	$.001	$10,000 in consulting services	R	$10,000
3/9/2010	TJ Management, Inc. (2)	Texas	40,000,000	$.00125	$45,625	F	$50,000
3/10/2010	Mina Mar Corporate Management, Inc. (3)	Ontario, Canada	10,000,000	$.0025	$25,000 in consulting services	R	$25,000
3/11/2010	Mina Mar Management Group, Inc. (3)	Ontario, Canada	25,000,000	$.0025	$62,500 in consulting services	R	$62,500
4/1/2010	TJ Management, Inc. (2)	Texas	43,478,260	$.00115	$45,499	F	$50,000
4/13/2010	TJ Management, Inc. (2)	Texas	37,037,037	$.00135	$45,599	F	$50,000
4/22/2010	TJ Management, Inc. (2)	Texas	37,037,037	$00135	$45,599	F	$50,000
5/6/2010	TJ Management, Inc. (2)	Texas	52,631,578	$.00095	45,599	F	$50,000
5/26/2010	Emry Capital Group, Inc. (4)	Texas	26,915,789	$.0019	$50,000 in consulting services	R	$ 50,000
5/27/2010	TJ Management, Inc. (2)	Texas	78,947,368	$.00095	$68,899	F	$75,000
6/7/2010	TJ Management, Inc. (2)	Texas	93,750,000	$.0008	$68,885	F	$75,000
7/19/2010	TJ Management, Inc. (2)	Texas	101,010,101	$.00099	$92,099	F	$100,000
8/17/2010	TJ Management, Inc. (2)	Texas	107,142,857	$.0007	$68,899	F	$75,000
8/25/2010	Go 800, LLC (5)	New York	25,000,000	$.001	$25,000 in Telecom Services	R	$25,000
8/25/2010	TJ Management, Inc. (2)	Texas	107,142,857	$.0007	$68,899	F	$75,000
9/1/2010	TJ Management, Inc. (2)	Texas	127,118,644	$.00059	$68.899	F	$75,000
9/17/2010	TJ Management, Inc. (2)	Texas	138,888,888	$.00054	$68,899	F	$75,000
11/16/2010	E-Lionheart Associates, LLC (6)	Delaware	200,000,000	$.0004	$76,500	F	$80,000
12/1/2010	Steve Williams (7)	Mississippi	15,000,000	$ (7)	$ (7)	R	$ (7)
12/1/2010	Mars, Mars & Chalmers (8)	Mississippi	10,000,000	$ (8)	$ (8)	R	$ (8)
12/1/2010	Advance Green Technologies, Inc. (9)	Florida	500,000,000	(9)	(9)	R	(9)
12/14/2010	E-Lionhart Associates, LLC (6)	Delaware	150,150,150	$.0003	$46,500	F	$50,000

_____

(1) Shareholder Advocates, LLC is owned and controlled by David W. Keaveney, who has sole dispositive and voting control over these shares.

(2) TJ Management, Inc. is Texas corporation and Jossef Kahlon has sole dispositive and voting control of these shares.

(3) Mina Mar Corporate Management, Inc. is an Ontario, Canada company. Keith Roberts and Garr Winters have shared dispositive and voting control over these shares.
(4) Emry Capital Group, Inc. is a Texas company and Hugo Rubio, its President and sole director, has sole dispositive and voting control over these shares.
(5) Go 800, LLC is a New York limited liability company and Isaac Sutton has sole dispositive and voting power over these shares.
(6) E-Lionheart Associates, LLC is a Delaware limited liability company and Edward Bronson has sole dispositive and voting power over these shares.
(7) Steve Williams had filed a claim against the Company before the current control groups took it over. We issued these shares to him in settlement of his claims, which we contested.
(8) Mars, Mars & Chalmers is a law firm that represented Steve Williams on the claim discussed in (7), above, and received these shares as part of the settlement.
(9) Advance Green Technologies, Inc. is a Delaware corporation and Michael Barbee has sole dispositive and voting control over these shares. These shares were issued pursuant to a Share Exchange Agreement with Go Green Electronic Recycling, Inc. dated April 13, 2010.

Detailed below are all events, in chronological order, that resulted in changes in total shares of Convertible Preferred Series C Stock for the Company within the two-year period ending on the last day of our most recent fiscal year (2009) and since December 31, 2009:

On February 18, 2010, the Company issued 1,000,000 shares of Convertible Preferred Series C Stock to Mina Mar Group, Inc. in exchange for $50,000. Mina Mar Group, Inc. subsequently transferred these shares to Minaco Tradex, a UK company. Zoran Cvetojevic has sole dispositive and voting control over these shares. The registered agent for Minaco Tradex is UL PLC Companies, London City Point, 9th Floor, Suite 1800, 1 Ropemake Street, 33394 US, London, UK ECZY9HT.

Management believes that the above share issuances were exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of exemptions from registration contained in Section 4(2) of the Securities Act of 1933, as amended and/or Regulation D, Rule 504 promulgated under the Securities Act of 1933, as amended.

PART F. EXHIBITS

Item XVIII. Material Contracts:

The Company's material contracts are attached to this filing as Exhibit XVIII and are hereby incorporated herein by reference.

Item XIX. Articles of Incorporation and Bylaws.

The Company's articles of incorporation and bylaws, as amended from time to time are attached to this filing as Exhibit XIX and incorporated herein by reference.

Item XX. Purchase of Equity Securities by the Issuer and Affiliated Purchasers:

The Company did not purchase or repurchase any of its equity securities during the periods reported on in this disclosure statement.

Item XXI. Issuer's Certifications.

I, Adil Albert, President of U.S. Wireless Online, Inc., certify that:

1. I have reviewed this initial disclosure statement of U.S. Wireless Online, Inc.;

2. Based upon 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 or operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Date: December 20, 2010

By: _____

Adil Albert
President
U.S. Wireless Online, Inc.

US WIRELESS ONLINE INC..

September 30, 2010

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These financial statements and notes thereto present fairly, in all material respects, the financial position of the company and the results of its operations and cash flows for the period presented, in conformity with accounting principles generally accepted in the United States, consistently applied.

US WIRELESS ONLINE INC..
CONSOLIDATED BALANCE SHEET
As at September 30, 2010
(Unaudited)

BALANCE SHEET		
ASSETS		
CURRENT ASSETS		
Cash	$	18,243
Accounts Receivable		-
Other Receivable		5,000
Inventory		-
Prepaid Accounts		-
		23,243
LONG-TERM EQUITY INVESTMENT		-
		-
FIXED ASSETS - NBV		15,554
INTANGIBLE ASSETS - NBV		15,000
	$	**53,797**
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts Payable and Accrued Liabilities	$	-
Other Payables		100
Taxes Payable		-
		100
LONG TERM LIABILITIES -		185,000
		185,100
SHAREHOLDERS' EQUITY		
CAPITAL STOCK		
Common Stock, authorized shares 2,000,000,000		
Issued and outstanding - 1,993,705,675 @ PV $.001		1,993,606
Preferred Stock - 25,000,000 authorized @PV $.001		
Issued and outstanding - 1,000,000 shares		1,000
ADDITIONAL PAID IN CAPITAL		629,244
Deficit	**-**	**2,755,153**
	-	131,303
	$	**53,797**

The accompanying notes are an integral part of these financial statements

US WIRELESS ONLINE INC..
CONSOLIDATED STATEMENTS OF EARNINGS AND RETAINED EARNINGS
FOR THE PERIOD ENDED September 30, 2010
(Unaudited)

EARNINGS		
REVENUE		
Sales	$	-
		-
TOTAL SALES		-
COST OF SALES		
Cost of Sales		-
TOTAL COST OF SALES		-
GROSS PROFIT		-
OPERATING EXPENSES		
Administrative Expense		702,373
Selling Expense		5,684
		708,057
OTHER INCOME & EXPENSES		-
PROFIT (LOSS)		**-708,057**
NET PROFIT (LOSS)		**-708,057**
Deficit - Beginning of period	-	2,047,096
Deficit - End of period	**-$**	**2,755,153**

The accompanying notes are an integral part of these financial statements

US WIRELESS ONLINE INC..
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE PERIOD ENDED September 30, 2010
(Unaudited)

CASH FLOWS		
Cash flows from operating activities		
Profit/Loss from operations	-$	708,057
Adjustments to cash flows from operating activites:		
Amortization of goodwill		
Depreciation od fixed assets		-
Cash flows **from** operating activities	-$	708,057
Cash flows from investing activities:		
Capital expenditures		30,554
Investment in inventory		-
Increase in accounts receivable		5,000
Decrease in prepaid expenses		-
Cash **used in** investing activities	$	35,554
Cash flows from financing activities:		
Increase in accounts payable and accrued liabilities		
Increase in paid in capital		629,244
Increase in loans payable		-
Issuance of capital stock		132,610
Cash **used for** financing activities	$	761,854
Net increase (decrease) in cash	$	18,243
Cash at beginning of period		-
Cash at end of period	**$**	**18,243**

The accompanying notes are an integral part of these financial statements

US WIRELESS ONLINE INC..
CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY
AS AT September 30, 2010
(Unaudited)

	Preferred Shares	Stock Amount	Common Shares	Stock&PUC Amount	R/E	Total
Openning Bal	0	0	1,862,096,640	$ 1,861,997	-$ 2,047,096	-$ 185,099
Issuance of stk	1,000,000	$ 1,000	131,609,035	131,609	-	132,609
Capital Paid In				$ 629,244		$ 629,244
Net Profit/Loss					- 708,057	- 708,057
Bal June 2010	1,000,000	$1,000	1,993,705,675	$ 2,622,850	-$ 2,755,153	-$131,303

The accompanying notes are an integral part of these financial statements

US WIRELESS ONLINE INC..
NOTES TO CONSOLIDATED FINANCIAI STATEMENTS
FOR THE PERIOD September 30, 2010
(Unaudited)

NOTE 1. GENERAL ORGANIZATION AND BUSINESS ISSUES

The company was administratively abandoned and reinstated in March 2010 through a court appointed guardian - custodian.

On May 14, 2010, the company announced that it had completed its merger with Go Green Electronic Recycling, a US based recycling company as recycling industry takes a main stage in the North American consciousness.
The company continues its discussions with a number of strong, China-based companies as future merger canadates.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING PRACTICES

Accounting policies and procedures are listed below. The company has adopted a December 31 year end.

Accounting Basis

We have prepared the consolidated financial statements according to generally accepted accounting
Principles (GAAP).

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less as
cash equivalents. As of September 30, 2010 the company had no cash or cash equivalent balances in excess
Of the federally insured amounts. The Company's policy is to invest excess funds in only well capitalized
financial institutions.

Earnings per Share

The Company adopted the provisions of SFAS No. 128, "Earnings per Share." SFAS No. 128 requires the
presentation of basic and diluted earnings per share ("EPS"). Basic EPS is computed by dividing income

EPS is computed by dividing income available to common stockholders by the weighted-average number of common shares outstanding for the period. Diluted EPS includes the potential dilution that could occur if options or other contracts to issue common stock were exercised or converted.

The Company has not issued any options or warrants or similar securities since inception.

Stock Based Compensation

As permitted by Statement of Financial Accounting Standards ("SFAS") No. 148, "Accounting for Stock-Based Compensation--Transition and Disclosure", which amended SFAS 123 ("SFAS 123"), "Accounting for Stock-Based Compensation", the Company has elected to continue to follow the intrinsic value method in accounting for its stock-based employee compensation arrangements as defined by Accounting Principles Board Opinion ("APB") No. 25, "Accounting for Stock Issued to Employees", and related Interpretations including "Financial Accounting Standards Board Interpretations No. 44, Accounting for Certain Transactions Involving Stock Compensation", and interpretation of APB No. 25. At September 30, 2010 the Company has not formed a Stock Option Plan and has not issued any options.

Dividends

The Company has adopted a policy regarding the payment of dividends. Dividends may be paid to shareholders once all divisions are fully operational and profitable. The Board may also pay dividends to counter any short selling or undermining of the entity. See Note 1.

Fixed Assets

Fixed assets are carried at cost. Depreciation is computed using the straight-line method of depreciation over the assets' estimated useful lives. Maintenance and repairs are charged to expense as incurred; major renewals and improvements are capitalized. When items of fixed assets are sold or retired, the related cost and accumulated depreciation is removed from the accounts and any

assets are sold or retired, the related cost
and accumulated depreciation is removed from the accounts and any gain or loss is included in income.

Income Taxes

The provision for income taxes is the total of the current taxes payable and the net of the change in the
deferred income taxes. Provision is made for the deferred income taxes where differences exist between the
period in which transactions affect current taxable income and the period in which they enter into the
determination of net income in the financial statements.

Advertising

Advertising is expensed when incurred.

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 revenue and expenses during the reporting period. Actual results
could differ from those estimates.

Goodwill

Goodwill is created when we acquire a business. It is calculated by deducting the fair value of the net
assets acquired from the consideration given and represents the value of factors that contribute to greater
earning power, such as a good reputation, customer loyalty
e assess goodwill of individual subsidiaries for impairment in the fourth quarter of every year, and when
circumstances indicate that goodwill might be impaired.

NOTE 3. GOING CONCERN

The accompanying financial statements have been prepared assuming that the Company will continue as a

assuming that the Company will continue as a
going concern. The Company had a net loss for the period through to September 30, 2010 of $ -708,057 as part of its developmental stage. The Company's continuation as a going concern is dependent on its ability to meet its obligations, to obtain additional financing as may be required and ultimately to attain profitability. These financial statements do not include any adjustments that might result from the outcome of this uncertainty.

NOTE 4. RECENTLY ISSUED ACCOUNTING STANDARDS

Management does not believe that any recently issued but not yet adopted accounting standards will have a
material effect on the Company's results of operations or on the reported amounts of its assets and liabilities
upon adoption.

Common Stock:

As of September 30, 2010 the company has 1,993,705,675 shares of common stock issued and outstanding.

NOTE 6. PROVISION FOR INCOME TAXES

The Company provides for income taxes under Statement of Financial Accounting Standards NO. 109,
Accounting for Income Taxes. SFAS No. 109 requires the use of an asset and liability approach in
accounting for income taxes. Deferred tax assets and liabilities are recorded based on the differences
between the financial statement and tax bases of assets and liabilities and the tax rates in effect when these
differences are expected to reverse.

SFAS No. 109 requires the reduction of deferred tax assets by a valuation allowance if, based on the weight
of available evidence, it is more likely than not that some or all of the deferred tax assets will not be
realized. The provision for income taxes is comprised of the net changes in deferred taxes less the
valuation account plus the current taxes payable.

Exhibit XVIII. MATERIAL CONTRACTS

The following material contracts are a part of this Exhibit XVIII:

1. **Share Exchange Agreement dated April 13, 2010, by and between U.S. Wireless Online, Inc. and Go Green Electronic Recycling, Inc.**

_____

US Wireless Online, Inc.

and

Go Green Electronic Recycling, Inc.

_____

SHARE EXCHANGE AGREEMENT

Dated April 13, 2010

SHARE EXCHANGE AGREEMENT, made as of the 13th day of April 2010, by and between US Wireless Online, Inc., a Nevada corporation, with principal offices at 375 N. Stephanie St., Suite 1411, Henderson, NV 89014, hereinafter referred to as "US Wireless Online, Inc.," and Go Green Electronic Recycling, Inc. a corporation incorporated under the laws of the State of Delaware with principal offices located at 1200 Orange Street, #600, Wilmington, Delaware 19809, hereinafter referred to as "Go Green Electronic Recycling," and all of the shareholders of Go Green Electronic Recycling, hereinafter referred to as the "GGER Shareholders," all hereinafter referred to individually as a "Party" and collectively as the "Parties."

_____

Whereas, US Wireless Online, Inc. is a public company incorporated in the State of Nevada. The common stock of US Wireless Online, Inc. is traded on the Pink Sheets market under the stock symbol "UWRL" and

Whereas, Go Green Electronic Recycling is a private company incorporated in the State of Delaware and has Two Hundred Million (200,000,000) issued and outstanding shares of common stock, par value $0.0001 per share, and

Whereas, US Wireless Online, Inc. and Go Green Electronic Recycling and the Go Green Electronic Recycling Shareholders have mutually agreed that US Wireless Online, Inc. shall issue and sell to the GGER Shareholders (as hereinafter defined) the US Wireless Online, Inc. Shares (as hereinafter defined) in exchange for the GGER Shares, which said GGER Shares shall constitute all of the issued and outstanding GGER Shares (as hereinafter defined) upon the terms and subject to the conditions set out in this Agreement.

Now, Therefore, in consideration for the mutual representations and covenants contained here, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
Interpretation

Section 1.1 Definitions. In this Agreement where the context so admits the following words and expressions shall have the following meanings:

“Adequate Current Information” The current information require under Rule 144 of the Securities Act of 1933 as required by the Pink Sheets.

“Business” shall mean the operations of the company.

"Business Day" a day on which banks are generally open for business in New York City;

“Go Green Electronic Recycling Directors” shall have the meaning defined in Section 3.2.

“Go Green Electronic Recycling Disclosure Documents” shall mean the Go Green Electronic Recycling Business Plan, and accompanying corporate documents and any financial statements for the year of 2010.

"Go Green Electronic Recycling Shares" All the Two Hundred Million (200,000,000) outstanding shares of common stock, par value US $0.0001, of Go Green Electronic Recycling;

"Go Green Electronic Recycling Warranties" The representations, warranties and undertakings under Article 7;

"Go Green Electronic Recycling's Attorneys" The Law Offices of Bradley E. Essman, Esq.

“Go Green Electronic Recycling Plans” shall have the meaning defined in Section 8.14.

“GGER Shareholders” The shareholders of Go Green Electronic Recycling, Inc. , given in Exhibit 2.2, attached hereto and incorporated by reference.

"Go Green Electronic Recycling Shareholder Warranties" the representations, warranties and undertakings under Article 8;

"Go Green Electronic Recycling Warranties" the representations, warranties and undertakings under Article 7;

"Closing" Closing of the transaction contemplated herein pursuant to Article 5;

"Closing Date" The date of Closing, April 13, 2010, unless otherwise as agreed to by the Parties.

"Conditions" the conditions set out in Section 4.1;

"US Wireless Online, Inc.'s Attorneys" The Law Offices of Bradley E. Essman, Esq.;

“US Wireless Online, Inc. Shares” are the Five Hundred Million (500,000,000) shares of US Wireless Online, Inc. Common Stock to be issued in connection with this transaction as provided below.

"US Wireless Online, Inc. Warranties" the representations, warranties and undertakings under Article 9;

"Listing Rules" at any given time, the rules governing the listing of securities on the Pink Sheets in the form in force at that time;

“Material Adverse Effect” shall have the meaning given in Section 7.1(a).

“Material Contract” shall mean any contract, undertaking, agreement, or commitment in fact or at law which would have a material impact on the assets or earnings of the company.”

"Parties" Persons named parties to this Agreement, and "Party" means either of them;

“Pink Sheets” shall mean the OTC Pink Sheet Market in the United States.

Section 1.2 Article or Section References. A reference to any given Article or Section is to the Article or Section of this Agreement with the corresponding numerical or other designation.

Section 1.3 Successors and Assigns. The expressions "Go Green Electronic Recycling," “Go Green Electronic Recycling Shareholders,” and "US Wireless

Online, Inc." shall, where the context permits, include their respective successors and permitted assigns.

ARTICLE II
Purchase of Shares

Section 2.1 The Purchase. Subject to satisfaction of the Conditions, on Closing, (a) US Wireless Online, Inc. agrees to purchase, and the Go Green Electronic Recycling Shareholders agree to sell to US Wireless Online, Inc., the Go Green Electronic Recycling Shares, and (b) the Go Green Electronic Recycling Shareholders agree to accept the US Wireless Online, Inc. Shares as the purchase consideration in full for their Go Green Electronic Recycling Shares. The Go Green Electronic Recycling Shareholders are given in Exhibit 2.1, attached hereto and incorporated by reference.

Section 2.2 US Wireless Online, Inc. Shares. Five Hundred Million (500,000,000) US Wireless Online, Inc. Shares shall be issued in the name of the Go Green Electronic Recycling Shareholders and held in trust by Minaco Tradex Doo, as trustee under the Trust Agreement attached hereto as Exhibit 2.2(a) and incorporated by reference, as escrow agent for one calendar year from the date of Closing. Such Five Hundred Million, US Wireless Online, Inc. Shares are to be held and used to purchase the Go Green Electronic Recycling Shares held by US Wireless Online, Inc. after Closing in the event that the Go Green Electronic Recycling shall determine that US Wireless Online, Inc. shall sell the Go Green Electronic Recycling shares held after Closing by US Wireless Online, Inc. back to the Go Green Electronic Recycling shareholders.

Five Hundred Million (500,000,000) US Wireless Online, Inc. shares shall be issued to the name of Minaco Tradex These shares are to be held in trust according to the Trust Agreement attached hereto as Exhibit 2.2(b) and incorporated by reference. As US Wireless Online, Inc. sells shares in a Regulation D, Rule 504 offering, the same amount of shares are to be returned by Minaco Tradex to US Wireless Online, Inc.. When such offering is complete, or when US Wireless Online, Inc. wishes to terminate such offering, any remaining shares shall be returned to US Wireless Online, Inc..

Section 2.3. Corporate Structure. After Closing, US Wireless Online, Inc. will hold Go Green Electronic Recycling as a subsidiary.

ARTICLE III

Further Consideration, Conditions and Agreements

Section 3.1 Directors of US Wireless Online, Inc.. Before Closing, US Wireless Online, Inc. will have no more than three directors and at closing US Wireless Online, Inc. will cause to be elected to its Board of Directors, one director nominated by Go Green Electronic Recycling, the name and resume of which are given in Exhibit 3.2, attached hereto and incorporated by reference. This one director shall be reasonably acceptable to US Wireless Online, Inc.. At Closing, and after Closing, and for a period of two years, with the addition of this one director nominated by Go Green Electronic Recycling, US Wireless Online, Inc. shall have no more than five directors.

Section 3.3 Directors After Closing. After Closing and for as long as Go Green Electronic Recycling is a subsidiary of US Wireless Online, Inc., the Go Green Electronic Recycling Directors shall be nominated and elected by the Go Green Electronic Recycling Shareholders, with the consent and approval of US Wireless Online, Inc., which consent shall not be unreasonably withheld, and all Go Green Electronic Recycling business shall be decided by this Go Green Electronic Recycling Board of Directors.

Section 3.4 Go Green Electronic Recycling Financial Statements. After Closing, Go Green Electronic Recycling will supply audited statements to US Wireless Online, Inc. no later than 30 days after quarter end.

Section 3.5 Election of Go Green Electronic Recycling Officers. After Closing, The Go Green Electronic Recycling Board of Directors will have the right to elect the Go Green Electronic Recycling President and the Go Green Electronic Recycling Board of Directors with the President of US Wireless Online, Inc. will jointly decide on the Chief Executive Officer for US Wireless Online, Inc..

Section 3.6 Funds to be Raised. After Closing, US Wireless Online, Inc. will from time to time issue to Minaco Tradex up to Five Hundred Million

(500,000,000) shares of its Common Stock to be sold to raise funds for US Wireless Online, Inc.. All funds raised by Mina Mar Group will be one-third distributed to GGER Group for working capital, one-third distributed to US Wireless Online, Inc. as working capital, and one-third to Mina Mar Group.

Section 3.7 US Wireless Online, Inc. Audited Financials. US Wireless Online, Inc. undertakes to provide financial statements of its operation on a quarterly basis for a minimum of two years after the Closing.

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ARTICLE IV
Conditions

Section 4.1 Closing Conditions. Closing shall be conditional on the fulfilment of each of the following conditions:

(a) the US Wireless Online, Inc. Warranties having remained true and accurate and not misleading at all times up to and as at Closing (except to the extent that a US Wireless Online, Inc. Warranty was by its terms made as of a specific date, in which case Closing shall be conditional on such US Wireless Online, Inc. Warranty having been true at such date);

(b) the performance of, or compliance with, all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by US Wireless Online, Inc. and all the approvals and consents necessary to complete the share exchange described herein (including any consents of governmental or regulatory authorities and any requisite approvals from the shareholders of US Wireless Online, Inc. and Go Green Electronic Recycling, if applicable, with respect to the allotment and issuance of the US Wireless Online, Inc. Shares by US Wireless Online, Inc. and the purchase of the Go Green Electronic Recycling Shares by the Go Green Electronic Recycling Shareholders) having been obtained;

(c) the delivery by US Wireless Online, Inc. to Go Green Electronic Recycling of a certificate executed by an executive officer of US Wireless Online, Inc., dated the Closing Date, to the effect that the Conditions specified in Sections 4.1 (b) and (c) have been satisfied;

(d) the Go Green Electronic Recycling Warranties having remained true and accurate and not misleading at all times up to and as at Closing (except to the extent that a Go Green Electronic Recycling Warranty was by its terms made as of a specific date, in which case Closing shall be conditional on such Go Green Electronic Recycling Warranty having been true at such date);

(e) the performance of, or compliance with, all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by Go Green Electronic Recycling and all the approvals and consents necessary to complete the share exchange described herein (including any consents of governmental or regulatory authorities) having been obtained by Go Green Electronic Recycling; and

(f) the delivery by Go Green Electronic Recycling to US Wireless Online, Inc. of a certificate executed by an executive officer of Go Green Electronic Recycling, dated the Closing Date, to the effect that the Conditions specified in Sections 4.1 (f) and (g) have been satisfied;

Section 4.2 US Wireless Online, Inc. Waiver of Conditions. US Wireless Online, Inc. may waive all or any of the Conditions set out in Section 4.1at any time by notice in writing to Go Green Electronic Recycling.

Section 4.3 Go Green Electronic Recycling Waiver of Conditions. Go Green Electronic Recycling may waive all or any of the Conditions set out in Section 4.1at any time by notice in writing to US Wireless Online, Inc..

Section 4.4 Notice of Fulfilment of Conditions. US Wireless Online, Inc. shall inform Go Green Electronic Recycling of the fulfilment of all the Conditions set out in Section 4.1within one (1) Business Day of the fulfilment of the last of such Conditions, and Go Green Electronic Recycling shall inform US Wireless Online, Inc. of the fulfilment of all the Conditions set out in Section 4.1within one (1) Business Day of the fulfilment of the last of such Conditions.

Section 4.5 Termination. This Agreement may be terminated by written consent of both Parties, or if any of the Conditions set out in Section 4.1 is not fulfilled (or waived by US Wireless Online, Inc. in accordance with Section 4.2 or waived by Go Green Electronic Recycling in accordance with Section 4.3) on or before the Closing. In the event of a termination, this Agreement (except for Articles X, XI, and XII and this Section 4) will terminate and become null and void

and the Parties hereto will be released from all their respective obligations hereunder (except for Articles X, XI, and XII and this Section 4), except for the liabilities for any antecedent breaches hereof.

ARTICLE V
Closing

Section 5.1 Location. Closing shall take place at the offices of US Wireless Online, Inc.'s Attorneys or such other place as the Parties may agree on or before the Closing Date.

Section 5.2 Closing Actions. Subject to Article 4, Closing of this Agreement shall take place at 12:00 noon on the Closing Date at which:

(a) Go Green Electronic Recycling Shareholders shall:

(i) issue and sell all the Go Green Electronic Recycling Shares to US Wireless Online, Inc. (or such other persons as US Wireless Online, Inc. may nominate) credited as fully paid; and

(ii) deliver or caused to be delivered to US Wireless Online, Inc.:

(aa) certified copies of Board resolutions of the Go Green Electronic Recycling Board of Directors approving and authorizing the execution and Closing of this Agreement and the issuance and sale of the Go Green Electronic Recycling Shares to US Wireless Online, Inc.;

(ab) duly issued stock certificate(s) in the name of US Wireless Online, Inc. in respect of the Go Green Electronic Recycling Shares;

(ac) a receipt for the US Wireless Online, Inc. Shares received by Go Green Electronic Recycling at Closing; and

(ad) all other documents required to be delivered by Go Green Electronic Recycling at or prior to Closing.

(b) US Wireless Online, Inc. shall:

(i) allot and issue the US Wireless Online, Inc. Shares to the Go Green Electronic Recycling Shareholders credited as fully paid; and

(ii) deliver or caused to be delivered to Go Green Electronic Recycling:

(aa) certified copies of resolutions of the US Wireless Online, Inc. Board of Directors approving and authorizing the execution and Closing of this Agreement and the allotment and issuance of the US Wireless Online, Inc. Shares to Go Green Electronic Recycling (or such other persons as Go Green Electronic Recycling may nominate);

(ab) certified copies of the resolutions or written approval of the shareholders of US Wireless Online, Inc., if applicable, approving the allotment and issuance of the US Wireless Online, Inc. Shares to Go Green Electronic Recycling;

(ac) duly issued share certificates in the name of the Go Green Electronic Recycling Shareholders in respect of the US Wireless Online, Inc. Shares;

(ad) a receipt for the Go Green Electronic Recycling Shares received by US Wireless Online, Inc. at Closing; and

(ae) all other documents required to be delivered by US Wireless Online, Inc. at or prior to Closing.

ARTICLE VI
Further Obligations of the Parties

Section 6.1 Cooperation. Each of the Parties shall use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Party in doing, all things necessary, proper or advisable to consummate, as promptly as possible, the transactions contemplated by this Agreement, including, without limitation, that:

(a) Go Green Electronic Recycling shall use its reasonable best efforts to assist US Wireless Online, Inc. in all its negotiations and exchanges of correspondence in relation to the transactions referred to herein with the Pink Sheets other relevant authorities;

(b) Go Green Electronic Recycling shall use its reasonable best efforts to provide US Wireless Online, Inc. with such information as the Pink Sheets may require for the purpose of obtaining their clearance of any announcement or information required in connection with this Agreement;

(c) US Wireless Online, Inc. shall use its reasonable best efforts to prepare all necessary documentation and to convene all necessary meetings of directors (with recommendations in favor as appropriate) in connection with obtaining the approval of directors to the allotment and issuance of the US Wireless Online, Inc. Shares and the purchase of the Go Green Electronic Recycling Shares by US Wireless Online, Inc. in accordance with all necessary legal and Pink Sheets requirements;

(d) Go Green Electronic Recycling shall cooperate with and provide US Wireless Online, Inc. with all documents, signatures and other information and actions necessary or convenient to the preparation of a statement of Adequate Current Information for the Pink Sheets and any other securities market, information source or regulator.

Section 6.2 Confidentiality. Each Party agrees that for a period of three years after receipt of the information (a) all information received by it pursuant to Section 6.4 and (b) any other information that is disclosed by the other Party to it and is identified by the other Party as being confidential or proprietary, shall be considered confidential information. Each Party further agrees that it shall hold all such confidential information in confidence and shall not disclose any such confidential information to any third party except as required by law, regulation (including the Pink Sheet rules) or applicable process, provided that to the extent possible the other Party shall have been provided with reasonable notice and the opportunity to seek a protective order to the extent possible prior to such disclosure, other than its counsel or accountants nor shall it use such confidential information for any purpose other than its investment in the other Party; provided, however, that the foregoing obligation to hold in confidence and not to disclose confidential information shall not apply to any information that (1) was known to the public prior to disclosure by the other Party, (2) becomes known to the public through no fault of such Party, (3) is disclosed to such Party on a non-confidential basis by a third party having a legal right to make such disclosure or (4) is independently developed by such Party.

Section 6.3 Non-Solicitation of Employees. Each Party agrees that for a period of three years after the Closing Date, it will not, directly or indirectly, solicit

for employment or hire any officer, director or employee of the other Party or any of its subsidiaries or divisions with whom such Party has had contact or who became known to it in connection with its consideration of the transaction contemplated hereby, except that such Party shall not be precluded from hiring any such employee who (i) initiates discussions regarding such employment without any direct or indirect solicitation by such Party, or (ii) has been terminated by the other Party or its subsidiaries prior to commencement of employment discussions with such Party. A solicitation shall not be deemed a breach of this Agreement if (a) the personnel who perform such solicitation have no access to or knowledge of any proprietary or confidential information of the other Party or of this Agreement and (b) none of the soliciting Party's personnel who have access to or knowledge of any proprietary or confidential information of the other Party or of this Agreement have actual knowledge of such solicitation. The term "solicit for employment" shall not be deemed to include general solicitations of employment not specifically directed towards employees of a Party.

Section 6.4 Tax Information. From and after the Closing Date, Go Green Electronic Recycling shall promptly provide Go Green Electronic Recycling with any information reasonably requested by US Wireless Online, Inc. to enable US Wireless Online, Inc. or any of its affiliates to prepare its tax returns (including the making of any elections) and make any determinations with respect to taxes.

Section 6.5 Insulation of Go Green Electronic Recycling from Liabilities of US Wireless Online, Inc. From and after the Closing Date, Go Green Electronic Recycling shall not be responsible in any way for any debts, liabilities or obligations of US Wireless Online, Inc. and US Wireless Online, Inc. shall take no action or omit to take any action which would cause Go Green Electronic Recycling to be responsible in any way for any debts, liabilities or obligations of US Wireless Online, Inc.

ARTICLE VII
Representations, Warranties and Undertakings of Go Green Electronic Recycling

Section 7.1 Warranties. Go Green Electronic Recycling and the Go Green Electronic Recycling Shareholders hereby represent, warrant and undertakes to US Wireless Online, Inc. (to the intent that the provisions of this Section shall continue to have full force and effect notwithstanding Closing) as follows:

(a) Organization, Good Standing and Qualification. Go Green Electronic Recycling is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. Go Green Electronic Recycling has all requisite corporate power and authority to own and operate its properties and assets, to execute and deliver this Agreement, to issue, transfer, sell and deliver the Go Green Electronic Recycling Shares, to carry out the provisions of this Agreement and to carry on its business as presently conducted and as presently proposed to be conducted. Go Green Electronic Recycling is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so could not have, individually or in the aggregate, a Material Adverse Effect (as defined herein) on Go Green Electronic Recycling. For purposes of this Agreement, with respect to either Party, a "Material Adverse Effect" shall mean a material adverse effect on the business, assets, financial condition or operations of the Party and its subsidiaries, taken as a whole.

(b) Subsidiaries. Set forth on Exhibit 7.1(b) hereto and incorporated by reference, is a list of all entities in which Go Green Electronic Recycling beneficially owns, directly or indirectly, 50% or more of the outstanding stock or other equity interests (collectively, the "Go Green Electronic Recycling Subsidiaries") as of March 31, 2010. Each Go Green Electronic Recycling Subsidiary has been duly organized and is validly existing under the laws of its jurisdiction of organization, is not in liquidation or receivership, and has the power and authority (corporate or other) to own its properties and conduct its business as described in the SEC Documents (as defined below); and each Go Green Electronic Recycling Subsidiary is duly qualified to do business as a foreign corporation in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, other than where the failure to be so qualified would not individually or in the aggregate have a Material Adverse Effect on Go Green Electronic Recycling. All of the issued and outstanding capital stock of each Go Green Electronic Recycling Subsidiary has been duly authorized and validly issued and is fully paid and nonassessable; and the capital stock or equity interests of each Go Green Electronic Recycling Subsidiary owned by Go Green Electronic Recycling, directly or through subsidiaries, is owned free from liens, encumbrances and defects other than as set forth in the SEC Documents or which would not have a Material Adverse Effect on Go Green Electronic Recycling.

(c) Validly Issued Shares. When issued in compliance with the provisions of this Agreement, the Go Green Electronic Recycling Shares will be validly issued, fully

paid and nonassessable, and will constitute all of the existing issued common stock, par value $0.01 (the "Common Stock"), of Go Green Electronic Recycling and will be free of any restrictions, limits, claims, liens or other encumbrances; provided, however, that the Go Green Electronic Recycling Shares may be subject to restrictions on transfer under state and/or federal securities laws as set forth herein or as otherwise required by such laws at the time a transfer is proposed.

(d) Authorization; Binding Obligations. All actions on the part of Go Green Electronic Recycling and its officers, directors and stockholders necessary for the authorization, execution and delivery of this Agreement, the performance of all obligations of Go Green Electronic Recycling hereunder and the authorization, sale, issuance and delivery of the Go Green Electronic Recycling Shares pursuant hereto have been taken or will be taken prior to Closing. This Agreement has been duly executed and delivered by Go Green Electronic Recycling, and (assuming the due authorization, execution and delivery hereof by US Wireless Online, Inc.) this Agreement is a valid and binding obligation of Go Green Electronic Recycling enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (b) general principles of equity that restrict the availability of equitable remedies. The sale of the Go Green Electronic Recycling Shares is not subject to any preemptive or similar rights or rights of first refusal that have not been properly waived or complied with.

(e) Capitalization. The authorized capital stock of Go Green Electronic Recycling consists of 800,000,000 (Eight Hundred Million) Shares of Common Stock having a par value of $0.0001. As of the close of business on April 13, 2010, Two Hundred Million (200,000,000) shares of Common Stock were issued and outstanding, and no shares of Preferred Stock were issued and outstanding. All outstanding shares of Common Stock are duly authorized, validly issued, fully paid and no assessable. Except as disclosed to US Wireless Online, Inc., as set forth above, as of April 13, 2010 there were no outstanding rights (including without limitation, pre-emptive rights) warrants or options to acquire, or instruments convertible into or exchangeable for, any material number of shares of common stock or any other class of shares or equity interest in Go Green Electronic Recycling or any of its subsidiaries, or any contract, commitment, agreement, understanding or arrangement of an kind relating to the issuance of any material number of shares of common stock of Go Green Electronic Recycling or any subsidiary, any such convertible or exchangeable securities or any such rights, warrants or options.

(f) Consents and Approvals; No Violations. Except for the filings, permits, authorizations, consents and approvals as may be required under federal and/or state securities laws, applicable stock exchange regulations and, if applicable, none of the execution, delivery or performance of this Agreement by Go Green Electronic Recycling, the consummation by Go Green Electronic Recycling of the transactions contemplated hereby or compliance by Go Green Electronic Recycling with any of the provisions hereof will (a) conflict with or result in any breach of any provision of the certificate of incorporation or by-laws of Go Green Electronic Recycling, (b) require any filing with, or permit, authorization, consent or approval of, any governmental entity, (c) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which Go Green Electronic Recycling or any of its material subsidiaries is a party or by which any of them or any of their respective properties or assets may be bound, or (d) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Go Green Electronic Recycling, any of its material subsidiaries or any of their properties or assets, excluding from the foregoing Sections (b), (c) and (d) such violations, breaches or defaults which would not, individually or in the aggregate, have a material adverse effect on Go Green Electronic Recycling's ability to consummate the transactions.

(g) Go Green Electronic Recycling Information. Go Green Electronic Recycling has furnished or made available to US Wireless Online, Inc., prior to the date hereof, copies of its Go Green Electronic Recycling Business Plan (the Go Green Electronic Recycling Disclosure Documents"). These Go Green Electronic Recycling Disclosure Documents are given in Exhibit 7.1(g) attached hereto and incorporated by reference. Each of these documents, as of its respective date (or if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing), did not, and each of the documents filed by Go Green Electronic Recycling with the US Wireless Online, Inc. after the date hereof and prior to the Closing will not, as of the date thereof (or if amended or superseded by a filing prior to the date of the Closing, then on the date of such filing), contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. Go Green Electronic Recycling is not a party to any material contract, agreement or other arrangement which has not been given to US Wireless Online, Inc.

(h) Financial Statements. Go Green Electronic Recycling has furnished or made available to US Wireless Online, Inc. copies of any unaudited financial statements (the "Financial Statements") since inception, (the "Balance Sheet Date"). Since the Balance Sheet Date, Go Green Electronic Recycling has suffered no material adverse changes. The financial statements of Go Green Electronic Recycling given to US Wireless Online, Inc. prior to the date hereof fairly present, in conformity with United States generally accepted accounting principles ("GAAP") applied on a consistent basis (except as may be indicated in the notes thereto), the consolidated financial position of Go Green Electronic Recycling and its consolidated subsidiaries as at the dates thereof and the consolidated results of their operations and cash flows for the periods then ended (subject to normal year end audit adjustments in the case of unaudited interim financial statements).

(i) Absence of Certain Changes. Since the Balance Sheet Date and other than in the ordinary course, there has not been: (i) any declaration, setting aside or payment of any dividend or other distribution of the assets of Go Green Electronic Recycling with respect to any shares of capital stock of Go Green Electronic Recycling or any repurchase, redemption or other acquisition by Go Green Electronic Recycling or any Go Green Electronic Recycling Subsidiary of a material number of the outstanding shares of Go Green Electronic Recycling's capital stock; (ii) any damage, destruction or loss, whether or not covered by insurance, except for such occurrences that have not resulted, and are not expected to result in a Material Adverse Effect on Go Green Electronic Recycling; (iii) any waiver by Go Green Electronic Recycling or any Go Green Electronic Recycling Subsidiary of a valuable right or of a material debt owed to it, except for such waivers that have not resulted and are not expected to result, in a Material Adverse Effect on Go Green Electronic Recycling; (iv) any material change or amendment to, or any waiver of any material rights under a material contract or arrangement by which Go Green Electronic Recycling or any Go Green Electronic Recycling Subsidiary or any of their, respective, assets or properties is bound or subject, except for changes, amendments, or waivers that are expressly provided for or disclosed in this Agreement or that have not resulted, and are not expected to result, in a Material Adverse Effect on Go Green Electronic Recycling; (v) any material change by Go Green Electronic Recycling in its accounting principles, methods or practices or in the manner it keeps its accounting books and records, except any such change required by a change in GAAP; or (vi) any other event or condition of any character, except for such events and conditions that have not resulted, and are not expected to result, either individually or collectively, in a Material Adverse Effect on Go Green Electronic Recycling.

(j) Legends. The Go Green Electronic Recycling Shareholders agree that the certificates for the US Wireless Online, Inc. Shares shall bear the following legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR WITH ANY STATE SECURITIES COMMISSION, AND MAY NOT BE TRANSFERRED OR DISPOSED OF BY THE HOLDER IN THE ABSENCE OF A REGISTRATION STATEMENT WHICH IS EFFECTIVE UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE LAWS AND RULES, OR, UNLESS, IMMEDIATELY PRIOR TO THE TIME SET FOR TRANSFER, SUCH TRANSFER MAY BE EFFECTED WITHOUT VIOLATION OF THE SECURITIES ACT OF 1933 AND OTHER APPLICABLE STATE LAWS AND RULES.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER CONTAINED IN THE SHARE EXCHANGE AGREEMENT DATED APRIL 13, 2010, BETWEEN THE COMPANY AND THE HOLDER, A COPY OF WHICH IS ON FILE WITH THE COMPANY.

ARTICLE VIII
Warranties of Go Green Electronic Recycling Shareholders.

The Go Green Electronic Recycling Shareholders warrant as follows:

Section 8.1 Clear Title. At Closing the Go Green Electronic Recycling Shareholders have free and clear title of the Go Green Electronic Recycling Stock, free of all Encumbrances and whose ownership therein has been properly perfected in accordance with all security laws and regulations of all financial regulators who oversee the conduct of the Go Green Electronic Recycling, and all other legal requirements of relevant jurisdictions;

Section 8.2 Organization and Related Matters. The Go Green Electronic Recycling Shareholders are natural persons or a limited liability company duly organized, validly existing and in good standing under the laws of their respective jurisdictions. The Go Green Electronic Recycling Shareholders have all necessary

personal or company capacity, power and authority to execute, deliver and perform its obligations under this Agreement. Exhibit 8.2 sets forth, as of the Closing, the ownership of each of the Go Green Electronic Recycling Shareholders. Exhibit 2.2(b) sets forth, as of the Closing, the current directors and executive officers of Go Green Electronic Recycling.

Section 8.3. Condition of the Go Green Electronic Recycling. To the best of the knowledge and belief of the Go Green Electronic Recycling Shareholders, as of the Closing:

(a) Go Green Electronic Recycling is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation.

(b) Go Green Electronic Recycling has all necessary corporate power and authority to own or lease its respective properties and assets, as applicable, and to carry on its businesses as now conducted and are duly qualified or licensed to do business as foreign corporations in good standing in all jurisdictions, except where the failure to be so qualified or licensed is not material to the Business.

Section 8.4 Stock.

(a) The Go Green Electronic Recycling Shareholders beneficially and of record own the shares of capital stock of Go Green Electronic Recycling given in Exhibit 2.2. All of such Equity Securities of Go Green Electronic Recycling are owned free and clear of any Encumbrances. At the Closing, US Wireless Online, Inc. will acquire good and marketable title to and complete ownership of all of the capital stock of Go Green Electronic Recycling outstanding on the Closing Date, free and clear of any Encumbrances.

(b) There are no outstanding Contracts or other rights to subscribe for or purchase, or Contracts or other obligations to issue or grant any rights to acquire, any Equity Securities of Go Green Electronic Recycling, or to restructure or recapitalize Go Green Electronic Recycling.

(c) There are no outstanding Contracts of the Go Green Electronic Recycling Shareholders or Go Green Electronic Recycling to repurchase, redeem or otherwise acquire any Equity Securities of Go Green Electronic Recycling.

(d) There are no Go Green Electronic Recycling Stock Option Plans or any outstanding options or warrants or other contracts or agreements to purchase shares of Go Green Electronic Recycling common stock.

(e) All outstanding Equity Securities of Go Green Electronic Recycling are duly authorized, validly issued and outstanding and are fully paid and no assessable, and were issued in conformity with applicable Laws.

(f) There are no preemptive rights in respect of any Equity Securities of Go Green Electronic Recycling.

(g) As of the Closing, there has been no material change in the Go Green Electronic Recycling Financial Statements and Business Plans submitted to US Wireless Online, Inc. and attached hereto as Exhibit 7.1(g) and incorporated by reference.

(h) Except as set forth on Exhibit 8.4(h), whether or not in the ordinary course of business, there has not been, occurred or arisen any change in or event affecting Go Green Electronic Recycling that has or would have a material adverse effect on the Business (other than matters of general applicability to Go Green Electronic Recycling's industry and matters arising in connection with this Agreement).

(i) Go Green Electronic Recycling has no liabilities of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due, probable of assertion or not, except liabilities that (i) are reflected or disclosed in the Financial Statements described in Sections (a) and (g) above, (ii) are reflected in the notes to the balance sheet included in the most recent of the Financial Statements, (iii) are obligations set forth in any Contracts listed in the Exhibits to this Agreement or in Contracts not required to be listed in such Exhibits, (iv) are disclosed in any of the Exhibits to this Agreement, (v) were incurred in the ordinary course of business, and (vi) except as set forth in Exhibit 8.4(i), do not exceed $25,000 individually or $50,000 in the aggregate. As of the date of Closing, all the Go Green Electronic Recycling's liabilities in the aggregate, including contingent liabilities, existing or inchoate, shall not exceed $25,000.

Section 8.5 Taxes. All federal, tax returns and all material province, state, local and foreign tax returns that are required to be filed by or with respect to Go

Green Electronic Recycling on or before the Closing Date have been or prior to the Closing will be duly filed, and all Taxes shown as due on such Tax Returns have been paid or will be paid in full. No issues relating to Go Green Electronic Recycling, that have been raised by any other taxing authority in connection with the examination of any of such tax returns, are currently pending. The sale of the stock contemplated in this Agreement, and the assumption, removal or payment of the liabilities of Go Green Electronic Recycling contemplated in this Agreement, will not create any province, local, state, foreign or federal tax liabilities.

Section 8.6 Material Contracts. Exhibit 2.5 lists each Contract which is a Material Contract, including, but not limited to, real property and equipment leases and loan arrangements, of Go Green Electronic Recycling that will exist as of the Closing. As of the date of Closing and thereafter, Go Green Electronic Recycling may summarily and unconditionally cancel or terminate such contract without penalty or charge. Each Material Contract is valid and subsisting, Go Green Electronic Recycling has duly performed all its obligations under each Material Contract to which Go Green Electronic Recycling is a party to the extent that such obligations to perform have accrued, and no breach or default (or, to the GGER Shareholder's knowledge, alleged breach or default) or event which would (with the passage of time, notice or both) constitute a breach or default or loss of rights or benefits by

Neither Go Green Electronic Recycling or, to the GGER Shareholder's knowledge, any other party or obligor with respect thereto, has occurred or, assuming that the requisite approvals and permits set forth on Exhibit 8.9 are sought and obtained, as a result of the execution, delivery and performance of this Agreement will occur, except for such, as individually or in the aggregate, as would not have a material adverse effect on Go Green Electronic Recycling. True, correct and complete copies of all material agreements identified in Exhibit 8.6, including all amendments and supplements, have been delivered to US Wireless Online, Inc..

Section 8.7 Changes. Since the execution of the last Letter of Intent concerning these transactions, there has not been: (a) excluding any changes which may occur after the date of this Agreement as a result of the transactions contemplated by this Agreement, any change (other than changes affecting Go

Green Electronic Recycling's industry generally) that has or would have a material adverse effect on the Business, except (i) changes resulting from the sale of all of the assets and assumptions of the liabilities contemplated in this Agreement, (ii) changes in the ordinary course of business, which have not been, individually or in the aggregate, materially adverse to Go Green Electronic Recycling.

(b) any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the assets, properties, financial condition, cash flows or operating results of Go Green Electronic Recycling, taken as a whole;

(c) any waiver by Go Green Electronic Recycling of a valuable right or of a debt owed to it, except for such as have not been, individually or in the aggregate materially adverse to the Business;

(d) any satisfaction or discharge of any lien, claim of encumbrance or payment of any obligation by Go Green Electronic Recycling, except in the ordinary course of business and that is not material to the assets, properties, financial condition, operating results or Business (as such Business is presently conducted);

(e) any change in the outstanding capital stock of Go Green Electronic Recycling;

(f) any loan, guaranty or other extension of credit to any Person;

(g) any material change in any compensation arrangement or agreement with any key employee; or

(h) other than dispositions of surplus equipment, furniture and fixtures and dispositions of inventory in the ordinary course of business, any sale, disposition, transfer or encumbrance of any material property owned by Go Green Electronic Recycling, or any termination, modification or amendment of any material lease of property to which Go Green Electronic Recycling was a party.

Section 8.8 Properties. As of the Closing, Go Green Electronic Recycling shall not have any operating assets and all liabilities shall have been assumed by the purchaser of such operating assets or paid in full.

Section 8.9 Authorization; No Conflicts. The execution, delivery and performance of this Agreement by the Go Green Electronic Recycling Shareholders has been duly and validly authorized the Go Green Electronic

Recycling Shareholders and by all other necessary corporate or company action on the part of the Go Green Electronic Recycling Shareholders. This Agreement constitutes the legally valid and binding obligation of the Go Green Electronic Recycling Shareholders, enforceable against the Go Green Electronic Recycling Shareholders in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles relating to or limiting creditors' rights generally. The execution, delivery and performance of this Agreement by the Go Green Electronic Recycling Shareholders will not directly or indirectly (a) contravene, conflict with, violate, or constitute a breach or default (whether upon lapse of time and/or the occurrence of any act or event or otherwise) under any provision of the charter documents or by-laws of the Go Green Electronic Recycling Shareholders, Go Green Electronic Recycling or any resolution adopted by the managers or board of directors or stockholders of the Go Green Electronic Recycling Shareholders or Go Green Electronic Recycling, (b) result in the imposition of any encumbrance against any material asset or property owned, licensed or leased by Go Green Electronic Recycling, or (c) contravene, conflict with or result in a violation of any Law or Order to which Go Green Electronic Recycling or any of the assets owned licensed or leased by any of them are subject, except, in each of Sections (b) through (c), for such contraventions, conflicts, impositions and violations, which, individually or in the aggregate, do not have a material adverse effect on the Business. Exhibit 8.9 lists, as of the date hereof, all Approvals and Permits required to be obtained by the Go Green Electronic Recycling Shareholders or Go Green Electronic Recycling to consummate the transactions contemplated by this Agreement and to permit US Wireless Online, Inc. to operate the Go Green Electronic Recycling without loss of material rights, other than those which have been previously obtained. Except for the Approvals and Permits identified on Exhibit 8.9 as requiring that certain actions be taken by or with respect to a third party or governmental entity, the execution, delivery and performance of this Agreement by the Go Green Electronic Recycling Shareholders will not require any material filing or registration with, or the issuance of any material Approval or Permit by, any third party or Governmental Entity.

Section 8.10 Legal Proceedings and Certain Labor Matters. Except as set forth in Exhibit 8.10, there is no order or action pending, or, to the Go Green

Electronic Recycling Shareholders' knowledge, threatened, against Go Green Electronic Recycling or any of their respective properties or assets that individually or when aggregated with one or more other such orders or actions has, or, if determined adversely to the interests of the Go Green Electronic Recycling Shareholders, Go Green Electronic Recycling or US Wireless Online, Inc. can be reasonably expected to have, a material adverse effect on the Business or the Go Green Electronic Recycling Shareholders' ability to perform its obligations under this Agreement. There is no organized labor strike, dispute, slowdown or stoppage, or collective bargaining or unfair labor practice claim pending or, to the Go Green Electronic Recycling Shareholders' knowledge, threatened, against or affecting Go Green Electronic Recycling. Exhibit 8.10 lists, each pending order and each action that involves a claim or potential claim of aggregate liability in excess of $25,000 against, or that enjoins or seeks to enjoin any activity of Go Green Electronic Recycling.

Section 8.11 Compliance with Law. Go Green Electronic Recycling has conducted the Business in all material respects in accordance with applicable Law (including the receipt of all Permits material to the conduct of the Business). No suspension, cancellation or termination of any material Permits is pending or, to the Go Green Electronic Recycling Shareholders' knowledge, threatened.

Section 8.12 Environmental Compliance. Go Green Electronic Recycling's properties are, in all material respects, in compliance with all applicable Environmental Laws, and Go Green Electronic Recycling has no knowledge and has received no notice of any material unresolved violation or alleged violation of any Environmental Laws in its conduct of the Business.

Section 8.13 Dividends and Other Distributions. There has been no dividend or other distribution of assets or securities by Go Green Electronic Recycling, whether consisting of money, property or any other thing of value, declared, issued or paid subsequent to the date of the latest financial statements of the Go Green Electronic Recycling.

Section 8.14 Employee Benefits. There are no Employee Pension Benefit Plans, Employee Welfare Benefit Plans or any other significant employee benefit arrangements maintained by Go Green Electronic Recycling or to which Go Green

Electronic Recycling contribute or to which Go Green Electronic Recycling would have any liability or obligation (collectively, the "Go Green Electronic Recycling Plans"). With respect to each Go Green Electronic Recycling Plan: (a) such Go Green Electronic Recycling Plan has been administered in all material respects in accordance with its terms and, to the extent it is subject to any requirements under applicable laws and regulations, complies in all material respects therewith; (b) all contributions payable by the Go Green Electronic Recycling Shareholders, Go Green Electronic Recycling, or any of their respective Affiliates which are due, if any, to such Go Green Electronic Recycling Plan have been paid in full; (c) the Go Green Electronic Recycling Shareholders has delivered to US Wireless Online, Inc. complete copies of the current plan documents with respect to the Go Green Electronic Recycling Plans, together with copies of any and all amendments thereof adopted through the date hereof; (d) there is no pending or threatened legal action, proceeding or investigation against such Go Green Electronic Recycling Plan or the assets of any of the trusts under such Go Green Electronic Recycling Plan that is reasonably likely to have a material adverse effect on the Business; and (e) there have been no non-exempt prohibited transactions or breaches of fiduciary duty with respect to such Go Green Electronic Recycling Plan that are reasonably likely to have a material adverse effect on the Business.

Section 8.15 Bank Accounts, Powers, etc. Exhibit 8.15 lists, each bank, trust company, savings institution, brokerage firm, mutual fund or other financial institution with which Go Green Electronic Recycling has an account or safe deposit box and the names and identification of all Persons authorized to draw thereon or to have access thereto.

Section 8.16 No Brokers or Finders. No agent, broker, finder, or investment or commercial banker, or other Person or firm engaged by or acting on behalf of the Go Green Electronic Recycling Shareholders, Go Green Electronic Recycling or any of their respective affiliates in connection with the negotiation, execution or performance of this Agreement or the transactions contemplated by this Agreement, is or will be entitled to any brokerage or finder's or similar fee or other commission as a result of this Agreement or such transactions.

Section 8.17 Certain Interests. No controlled Affiliate of the Go Green Electronic Recycling Shareholders, Go Green Electronic Recycling, nor any

officer, director or Affiliate thereof, has any material interest in any property used in or pertaining to the Business or, to the Go Green Electronic Recycling Shareholders' knowledge, any customer or supplier doing business with Go Green Electronic Recycling.

Section 8.18 Disclaimer of Representations and Warranties. The Go Green Electronic Recycling Shareholders acknowledge and agree that the purchase and sale of the US Wireless Online, Inc. Shares hereunder shall be without representation or warranty by US Wireless Online, Inc., express or implied, except as specifically set forth in Article IX.

Section 8.19 Product Liabilities. The Go Green Electronic Recycling is not subject to any claims, liabilities or penalties for product liability, including but not limited liabilities arising in tort or under the provisions of, among other laws, the Federal Hazardous Substances Act and the Federal Consumer Products Safety Act or any present or future action by the Consumer Products Safety Commission (the "CPSC") or other federal, provincial or state agency.

Section 8.20 Product Returns. The Go Green Electronic Recycling is not and will not be liable for any claims, present or future, in connection with product returns.

Section 8.21. Intellectual Property Claims. The Go Green Electronic Recycling is not and will not be liable for any claims, present or future, with respect to intellectual property, in connection with copyrights, trademarks, patents, licenses, royalties, or otherwise, including claims for infringement, libel, slander, defamation, misrepresentation or fraud.

Section 8.22. Employees; Employee Compensation; Stock Grants. At time of Closing, Go Green Electronic Recycling will not have any employees, be liable for any past, present or future employee compensation of any kind and the Go Green Electronic Recycling is not and will not be obligated to make nor be liable for any stock grants to employees.

ARTICLE IX
Representations, Warranties and Undertakings of US Wireless Online, Inc.

Section 9.1 Warranties of US Wireless Online, Inc.. US Wireless Online, Inc. hereby represents, warrants and undertakes to Go Green Electronic Recycling (to the intent that the provisions of this Section shall continue to have full force and effect notwithstanding Closing) that:

(a) Organization, Good Standing and Qualification. US Wireless Online, Inc. is a corporation duly organized and validly existing under the laws of Nevada and is not in liquidation or receivership. US Wireless Online, Inc. has all requisite corporate power and authority to own and operate its properties and assets, to execute and deliver this Agreement, to allot and issue the US Wireless Online, Inc. Shares subject to the terms and conditions of this Agreement, to carry out the provisions of this Agreement and to carry on its business as presently conducted and as presently proposed to be conducted. The articles of incorporation of US Wireless Online, Inc. comply with the requirements of applicable Nevada law and are in full force and effect. US Wireless Online, Inc. is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so could not have a Material Adverse Effect on US Wireless Online, Inc..

(b) Subsidiaries. US Wireless Online, Inc. does not beneficially own, directly or indirectly, any interest in any subsidiary of US Wireless Online, Inc..

(c) Validly Issued Shares. When issued in compliance with the provisions of this Agreement, the US Wireless Online, Inc. Shares will be validly issued and credited as fully paid, will rank pari passu in all respects with all existing issued common shares of US Wireless Online, Inc. and will be free of any restrictions, limits, claims, liens or other encumbrances; provided, however, that the US Wireless Online, Inc. Shares may be subject to restrictions on transfer under United States securities laws or regulations as set forth herein or as otherwise required by such laws at the time a transfer is proposed.

(d) Authorization; Binding Obligations. All actions on the part of US Wireless Online, Inc. and its officers, directors and stockholders necessary for the authorization, execution and delivery of this Agreement, the performance of all obligations of US Wireless Online, Inc. hereunder and the authorization, allotment

and issuance and delivery of the US Wireless Online, Inc. Shares pursuant hereto has been taken or will be taken prior to Closing. This Agreement has been duly executed and delivered by US Wireless Online, Inc., and (assuming the due authorization, execution and delivery hereof by Go Green Electronic Recycling) this Agreement is a valid and binding obligation of US Wireless Online, Inc. enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (b) general principles of equity that restrict the availability of equitable remedies. The issuance of the US Wireless Online, Inc. Shares is not subject to any preemptive or similar rights or rights of first refusal that have not been properly waived or complied with.

(e) Capitalization. The issued share capital of US Wireless Online, Inc. as of the date of the Adequate Current Information is as set forth in the Adequate Current Information under the headings "Capitalization" and "Description of Common shares". The shares constituting the issued share capital of US Wireless Online, Inc. have been duly authorized and validly issued, are credited as fully paid and are not subject to preemptive or similar rights. As of the date of the Adequate Current Information and except as described or expressly contemplated by the Letter of Intent concerning these transactions, Agreement and the Adequate Current Information (including footnotes to the financial statements and tables contained therein) referred to in the Adequate Current Information, there are no outstanding rights (including without limitation, preemptive rights) warrants or options to acquire, or instruments convertible into or exchangeable for, any material number of common shares or any other class of shares or equity interest in US Wireless Online, Inc. or any of its subsidiaries, or any contract, commitment, agreement, understanding or arrangement of any kind relating to the issuance of any material number of shares of US Wireless Online, Inc. or any subsidiary, any such convertible or exchangeable securities or any such rights, warrants or options.

(f) Consents and Approvals; No Violations. Except for the filings, permits, authorizations, consents and approvals as may be required under relevant securities laws and regulations, if applicable, and applicable Pink Sheet regulations, including without limitation the requisite approval by the shareholders of US Wireless Online, Inc., if applicable, of the transactions contemplated hereby, none of the execution, delivery or performance of this Agreement by US Wireless Online, Inc., the consummation by US Wireless Online, Inc. of the transactions contemplated hereby or compliance by US Wireless Online, Inc. with any of the provisions hereof will (a) conflict with or result in any breach of any provision of the certificate of incorporation or memorandum and articles of association of US

Wireless Online, Inc., (b) require any filing with, or permit, authorization, consent or approval of, any governmental entity, (c) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which US Wireless Online, Inc. or any of its material subsidiaries is a party or by which any of them or any of their respective properties or assets may be bound, or (d) violate any order, writ, injunction, decree, statute, rule or regulation applicable to US Wireless Online, Inc., any of its material subsidiaries or any of their properties or assets, excluding from the foregoing Sections (b), (c) and (d) such violations, breaches or defaults which would not, individually or in the aggregate, have a material adverse effect on US Wireless Online, Inc.'s ability to consummate the transactions.

(g) The Adequate Current Information. The Adequate Current Information of US Wireless Online, Inc., as at April 13, 2010, if any, (the "Adequate Current Information"), a copy of which has been provided to Go Green Electronic Recycling by US Wireless Online, Inc., did not as of the date thereof contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) Financial Statements. The historical consolidated financial statements included in the Adequate Current Information present fairly the financial position of and US Wireless Online, Inc. and their subsidiaries, have been prepared in conformity with the generally accepted accounting principles applied on a consistent basis and fairly present the combined financial condition and results of operations of US Wireless Online, Inc. at the dates and for the periods presented; and the assumptions used in preparing the pro forma financial statements included in the Adequate Current Information provide a reasonable basis for presenting the significant effects directly attributable to the transactions or events described therein, the related pro forma adjustments give appropriate effect to those assumptions, and the pro forma columns therein reflect the proper application of those adjustments to the corresponding historical or pro forma financial statement amounts.

(i) Absence of Certain Changes. Since the date of the Adequate Current Information and other than in connection with acquisitions in the ordinary course of business, neither US Wireless Online, Inc. nor any of its subsidiaries has (i) entered into or assumed any material contract, (ii) incurred, assumed or acquired

any material liability (including contingent liability) or other obligation or (iii) acquired or disposed of or agreed to acquire or dispose of any business or any other material asset that are not described in the Adequate Current Information. Except as disclosed in the Adequate Current Information and other than in connection with acquisitions in the ordinary course of business, since the date thereof, there has not been any change that would have a material adverse effect on the business, assets, financial condition or operations of US Wireless Online, Inc. and its subsidiaries, taken as a whole, and, except as disclosed in or contemplated by the Adequate Current Information, there has been no dividend or distribution of any kind declared, paid or made by US Wireless Online, Inc. on any class of its capital stock.

(j) Withholding Taxes. Except as disclosed in the Adequate Current Information, under current laws and regulations of any relevant jurisdiction and any political subdivision thereof, all dividends and other distributions declared and payable on the US Wireless Online, Inc. Shares may be paid by US Wireless Online, Inc. to the holder thereof in United States dollars that may be converted into foreign currency and freely transferred any jurisdiction and all such payments made to holders thereof who are non-residents of any relevant jurisdiction will not be subject to income, withholding or other taxes under laws and regulations of any relevant jurisdiction or any political subdivision or taxing authority thereof or therein and will otherwise be free and clear of any other tax, duty, withholding or deduction in any relevant jurisdiction or any political subdivision or taxing authority thereof or therein and without the necessity of obtaining any governmental authorization in any relevant jurisdiction or any political subdivision or taxing authority thereof or therein.

(k) No Liability. Upon issuance of the US Wireless Online, Inc. Shares to Go Green Electronic Recycling, Go Green Electronic Recycling shall not be subject to any liability in respect of any liability of US Wireless Online, Inc. by virtue only of its holding of any such US Wireless Online, Inc. Shares.

(l) Approval for Listing. On or prior to Closing, the US Wireless Online, Inc. Shares shall have been approved for listing and are trading on the Pink Sheets.

(m) Purchase for Own Account. The Go Green Electronic Recycling Shares are being acquired for investment for US Wireless Online, Inc.'s own account, not as a nominee or agent, and not with a view to the public resale or distribution thereof within the meaning of the Securities Act, and US Wireless Online, Inc. has no present intention of selling, granting any participation in, or otherwise distributing

the same. US Wireless Online, Inc. also represents that it has not been formed for the specific purpose of acquiring the Go Green Electronic Recycling Shares.

(n) Investment Experience. US Wireless Online, Inc. understands that the purchase of the Go Green Electronic Recycling Shares involves substantial risk. US Wireless Online, Inc. has experience as an investor in securities of companies and acknowledges that it is able to fend for itself, can bear the economic risk of its investment in the Go Green Electronic Recycling Shares and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of this investment in the Go Green Electronic Recycling Shares and protecting its own interests in connection with this investment.

(o) Restricted Securities. US Wireless Online, Inc. hereby acknowledges and agrees with Go Green Electronic Recycling that the Go Green Electronic Recycling Shares have not been registered under the Securities Act and may not be offered or sold except pursuant to registration statement or to an exemption from the registration requirements of the Securities Act, US Wireless Online, Inc. further agrees that it has not entered and will not enter into any contractual arrangement with respect to the distribution or delivery of the Go Green Electronic Recycling Shares..

(p) Legends. US Wireless Online, Inc. agrees that the certificates for the Go Green Electronic Recycling Shares shall bear the following legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR WITH ANY STATE SECURITIES COMMISSION, AND MAY NOT BE TRANSFERRED OR DISPOSED OF BY THE HOLDER IN THE ABSENCE OF A REGISTRATION STATEMENT WHICH IS EFFECTIVE UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE LAWS AND RULES, OR, UNLESS, IMMEDIATELY PRIOR TO THE TIME SET FOR TRANSFER, SUCH TRANSFER MAY BE EFFECTED WITHOUT VIOLATION OF THE SECURITIES ACT OF 1933 AND OTHER APPLICABLE STATE LAWS AND RULES.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER CONTAINED IN THE SHARE EXCHANGE AGREEMENT DATED APRIL 30, 2010, BETWEEN THE COMPANY AND THE HOLDER, A COPY OF WHICH IS ON FILE WITH THE COMPANY.

In addition, US Wireless Online, Inc. agrees that in the event Go Green Electronic Recycling reasonably believes that US Wireless Online, Inc. has failed to comply with the terms of this Agreement or the requirements of the Securities Act, Go Green Electronic Recycling may place stop transfer orders with its transfer agents with respect to such certificates. The appropriate portion of the legend and the stop transfer orders will be removed promptly upon delivery to Go Green Electronic Recycling of such satisfactory evidence as reasonably may be required by Go Green Electronic Recycling, that such legend or stop orders are not required to ensure compliance with the Securities Act.

ARTICLE X
Restriction on Announcements and Disclosure

Section 10.1 Announcements. Subject as provided in Section 10.2, neither Party shall make any public announcement in relation to the transactions contemplated hereby without having consulted with the other Party.

Section 10.2 Pink Sheet Announcements. This Section shall not apply to any announcement required to be made pursuant to the rules of the Pink Sheets as to the contents of which the Party making the same shall have consulted with the other Party and obtained approval from the Pink Sheets as may be required.

ARTICLE XI
Miscellaneous

Section 11.1 Costs. Each Party shall pay its own costs and expenses incurred in connection with the preparation, negotiation and settlement of this Agreement.

Section 11.2 Fees for Issuing Shares. All fees and duties (if any) relating to the issue of the Go Green Electronic Recycling Shares shall be borne by Go Green Electronic Recycling. Capital duty and all other fees and duties (if any) relating to the issue of the US Wireless Online, Inc. Shares shall be borne by US Wireless Online, Inc..

Section 11.3 Expenses of Sale. To the extent and only to the extent paid prior to the Closing or accrued on the Closing Balance Sheet, the Go Green Electronic Recycling Shareholders shall be responsible for the following extraordinary out-of-pocket expenses actually incurred by the Go Green Electronic Recycling Shareholders or Go Green Electronic Recycling in connection with the sale of the Stock hereunder: (a) pre-Closing fees, expenses and disbursements of legal counsel, accountants, consultants and other advisors, (b) pre-Closing expenses relating to arrangements for due diligence investigations of Go Green Electronic Recycling and the Business by prospective buyers, including, but not limited to, expenses to secure premises, equipment, personnel and other services, and (c) the other sale expenses set forth on Exhibit 5.6.

Section 11.4 Notices. Any notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address or facsimile number set out below (or such other address or facsimile number as the addressee has by five (5) days' prior written notice specified to the other Party):

To:
US Wireless Online, Inc.
375 N. Stephanie St., Suite 1411
Henderson, NV 89014

With copies to:
Bradley E. Essman, Esq.
118 E Tarpon Avenue
Tarpon Springs, FL 34689
(727) 768-2121

To: Go Green Electronic Recycling, Inc.
c/o Advance Green Technologies, Inc.
2427 Grand Island Boulevard
Grand Island, NY 14072
Attention: Michael Barbee

With copies to
Bradley E. Essman, Esq.
118 E Tarpon Avenue
Tarpon Springs, FL 34689
(727) 768-2121

Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered: (a) if given or made by letter, when actually delivered to the relevant address; and (b) if given or made by facsimile, when transmitted, subject to machine-printed confirmation of receipt being received by the sender.

Section 11.5 Further Assurances. Each Party undertakes to the other Party to execute or procure to be executed all such documents and to do or procure to be done all such other acts and things as may be reasonable and necessary to give both Parties the full benefit of this Agreement.

Section 11.6 Effect of Agreement. This Agreement shall be binding on and inure solely to the benefit of Go Green Electronic Recycling and US Wireless Online, Inc. and their respective successors and assigns. Neither Party shall assign any of its rights hereunder without the prior consent of the other Party, which consent shall not be unreasonably withheld.

Section 11.7 Waiver. The exercise of or failure to exercise any right or remedy of any reach of this Agreement shall not, except as provided herein, constitute a waiver by such Party of any other right or remedy it may have in respect of that breach.

Section 11.8 Rights Upon Breach. Any right or remedy conferred by this Agreement on any Party for breach of this Agreement by the other Party (including without limitation the breach of any representations and warranties) shall be in addition and without prejudice to all other rights and remedies available to it in respect of that breach.

Section 11.9 Undertakings After Closing. Any provision of this Agreement which is capable of being performed after Closing but which has not been fully and completely performed at or before Closing and all representations and warranties

and other undertakings contained in or entered into pursuant to this Agreement shall remain in full force and effect notwithstanding Closing.

Section 11.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter (neither Party having relied on any representation or warranty made by the other Party which is not contained in this Agreement) and no variation of this Agreement shall be effective unless made in writing and signed by all of the Parties.

Section 11.11 Effect of Previous Agreements. This Agreement supersedes all and any previous agreements, arrangements or understanding between the Parties relating to the matters referred to in this Agreement and all such previous agreements, arrangements or understanding (if any) shall cease to have any effect from the date hereof.

Section 11.12 Survival of Terms. If at any time any provision of this Agreement is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

Section 11.13 Waiver of Attorney Conflict. All Parties to this Agreement acknowledge that they have been represented by the same attorney and waive any conflict of interest with respect thereto.

ARTICLE XII
GENERAL

Section 12.1 Amendments; Waivers. This Agreement and any Exhibit or Exhibit attached hereto may be amended only by an agreement in writing executed on behalf of both US Wireless Online, Inc. and the Go Green Electronic Recycling Shareholders. No waiver of any provision nor consent to any exception to the terms of this Agreement shall be effective unless in writing and signed by the Party to be bound and then only to the specific purpose, extent and instance so provided.

Section 12.2 Exhibits and Exhibits; Integration. Each Exhibit delivered pursuant to the terms of this Agreement shall be in writing and shall constitute a part of this Agreement, although such Exhibits need not be attached to each copy of this Agreement. This Agreement, together with such Exhibits and the letters

between the Parties of even date herewith, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the Parties in connection therewith, including the Letter of Intent last executed by the Parties.

Section 12.3 Reasonable Efforts. Each Party will use its commercially reasonable efforts to cause all conditions to its and the other Party's obligations hereunder to be timely satisfied, to the end that the transactions contemplated by this Agreement shall be effected substantially in accordance with its terms as soon as reasonably practicable.

Section 12.4 Further Assurances. (a) Subject to the terms and conditions herein provided, each of the Parties hereto agrees to use its commercially reasonable efforts to take or cause to be taken, all action, and to do or cause to be done, all things necessary, proper or advisable, whether under applicable laws and regulations or otherwise, to remove any injunctions or other impediments or delays, legal or otherwise, in order to consummate and make effective the transactions contemplated by this Agreement. (b) Notwithstanding the foregoing, or anything to the contrary contained in this Agreement, neither Party nor any of its affiliates shall be required to divest themselves of any significant assets or properties or agree to limit the ownership or operation of a Party or any of its affiliates, of any significant assets or properties, including without limitation the assets to be acquired under this Agreement except as provided herein, in order to perform its obligations under this Agreement.

Section 12.5 Governing Law. This Agreement, the legal relations between the Parties and any Action, whether contractual or non-contractual, instituted by any Party with respect to matters arising under or growing out of or in connection with or in respect of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.

Section 12.6 No Assignment. Neither this Agreement nor any rights or obligations under it are assignable, except that US Wireless Online, Inc. may assign its rights, but not its obligations, hereunder to any wholly owned subsidiary

of US Wireless Online, Inc.. Subject to the foregoing sentence, this Agreement is binding upon and inures to the benefit of and is enforceable by the Parties hereto and their respective successors and permitted assigns.

Section 12.7 Headings. The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

Section 12.8 Counterparts. This Agreement and any amendment hereto or any other agreement or document delivered pursuant hereto may be executed in one or more counterparts and by different Parties in separate counterparts. All of such counterparts shall constitute one and the same agreement or other document and shall become effective unless otherwise provided therein when one or more counterparts have been signed by each Party and delivered to the other Party.

Section 12.9 Parties in Interest. Except as expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 12.10 Attorneys' Fees. In the event of any Action by any Party arising under or out of, in connection with or in respect of this Agreement, including any participation in bankruptcy proceedings to enforce against a Party a right or claim in such proceedings, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses incurred in such Action. Attorneys' fees incurred in enforcing any judgement in respect of this Agreement are recoverable as a separate item. The Parties intend that the preceding sentence be severable from the other provisions of this Agreement, survive any judgement and, to the maximum extent permitted by law, not be deemed merged into such judgement.

Section 12.11 Representation By Counsel; Interpretation. The Go Green Electronic Recycling Shareholders and US Wireless Online, Inc. each acknowledge that each Party to this Agreement has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement.

Accordingly, any rule of Law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of US Wireless Online, Inc. and the Go Green Electronic Recycling Shareholders.

Section 12.12 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any governmental entity, the remaining provisions of this Agreement shall remain in full force and effect provided that the essential terms and conditions of this Agreement for both Parties remain valid, binding and enforceable. To the extent permitted by Law, the Parties hereby to the same extent waive any provision of Law that renders any provision hereof prohibited or unenforceable in any respect.

Section 12.13 Dispute Resolution; Agreement to Arbitrate. Except to the extent that any specific Dispute resolution mechanism has been otherwise provided for in this Agreement (or such mechanism has been pursued to its conclusion and either the Dispute (as defined below) in question remains unresolved or the resolution reached by such process has not been honored), in the event that any Dispute arises between US Wireless Online, Inc. and the Go Green Electronic Recycling Shareholders with respect to this Agreement or the transactions contemplated hereby, the following procedures shall apply. (a) The Parties will attempt in good faith to resolve any dispute, controversy or claim under, arising out of, relating to or in connection with this Agreement, including, but not limited to, the negotiation, execution, interpretation, construction, performance, non-performance, breach, termination, validity, scope, coverage or enforceability of this Agreement or any alleged fraud in connection therewith (a "Dispute"), promptly by negotiations between appropriate senior officers of the Parties. If any such Dispute should arise, appropriate senior officers of US Wireless Online, Inc. and the Go Green Electronic Recycling Shareholders will meet at least once within 20 days after notice of such Dispute is given by a Party and will attempt to resolve the matter. Nothing herein, however, shall prohibit a Party from initiating arbitration proceedings pursuant to this Agreement if such Party reasonably believes it would be substantially prejudiced by a 50-day delay in commencing arbitration proceedings; provided, however, that the initiation of arbitration proceedings shall

not relieve the Parties of their obligations to mediate Disputes pursuant to this Agreement. Either representative may request the other to meet again within 14 days thereafter, at a mutually agreed time and place. (b) If the matter has not been resolved within 30 days after the first meeting of the representatives (which period may be extended by mutual agreement), the Parties will attempt in good faith to resolve the controversy or claim in accordance with the Center for Public Resources Model Procedure for Mediation of Business Disputes as in effect at such time. The costs of mediation shall be shared equally by the Parties. Any settlement reached by mediation shall be resolved in writing, signed by the Parties and binding on the Parties. The place of any such mediation shall be New York, New York. (c) If the matter has not been resolved pursuant to the foregoing procedures within 60 days after the first meeting (which period may be extended by mutual agreement), the matter shall be resolved, at the request of either Party, by arbitration conducted in accordance with the provisions of the Federal Arbitration Act (9 U.S.C. (S)(S)1-16) and in accordance with the Center for Public Resources Rules for Non-Administered Arbitration of Business Disputes as then in effect, by three neutral arbitrators selected by the Parties as follows. Each Party shall select a neutral arbitrator, subject to objection of the other Party, and the two neutral arbitrators chosen by the Parties shall select a third neutral arbitrator. If the two neutral arbitrators selected by the Parties are unable to agree on the selection of the third arbitrator, they shall select an arbitrator according to the procedures established by the Center for Public Resources Rules for Non- Administered Arbitration of Business Disputes as then in effect. The arbitration of such issues, including the determination of any amount of damages suffered by any Party hereto by reason of the acts or omissions of any Party, shall be final and binding upon the Parties, except that the arbitrator shall not be authorized to award punitive damages with respect to any such claim, dispute or controversy. The arbitrators shall have the power to decide all questions of arbitrability and of such arbitrators' jurisdiction. No Party shall seek any punitive damages relating to any matters under, arising out of, in connection with or relating to this Agreement. Equitable remedies shall be available in any such arbitration. The Parties intend that this agreement to arbitrate be valid, binding, enforceable and irrevocable. The substantive and procedural law of the State of Florida shall apply to any such arbitration proceedings. The place of any such arbitration shall be St. Petersburg, Florida. Judgment upon the award rendered by the arbitrators may be entered by

any court having jurisdiction thereof. (d) Notwithstanding the provisions of this Section 12.13, either Party may seek injunctive or other equitable relief to maintain the status quo before any court of competent jurisdiction in connection with any claim, dispute or controversy arising out of this Agreement, without breach of this Section 12.13 or abridgement of the powers of the arbitrators.

ARTICLE XIII
TERMINATION OF OBLIGATIONS; SURVIVAL

Section 13.1 Termination of Agreement. Anything herein to the contrary notwithstanding, this Agreement and the transactions contemplated by this Agreement shall automatically terminate, without any notice, demand or action by either party, if the Closing does not occur on or before the close of business on December 31, 2010 unless extended by mutual, written consent of the Parties and otherwise may be terminated at any time before the Closing as follows and in no other manner:

(a) Mutual Consent. By mutual written consent of the Parties.

(b) Conditions to US Wireless Online, Inc.'s Performance Not Met. By the Go Green Electronic Recycling Shareholders by written notice to US Wireless Online, Inc. if any event occurs or condition exists which would render impossible the satisfaction of one or more conditions to the obligations of US Wireless Online, Inc. to consummate the transactions contemplated by this Agreement.

(c) Conditions to Go Green Electronic Recycling's Performance Not Met. By US Wireless Online, Inc. by written notice to Go Green Electronic Recycling if any event occurs or condition exists which would render impossible the satisfaction of one or more conditions to the obligation of Go Green Electronic Recycling to consummate the transactions contemplated by this Agreement.

(d) Material Breach. By US Wireless Online, Inc. or Go Green Electronic Recycling if there has been a material misrepresentation or other material breach by the other Party in its representations, warranties and covenants set forth herein;

provided, however, that the breaching party shall have 20 business days after receipt of notice from the other Party of its intention to terminate this Agreement if such breach continues, in which to cure such breach.

Section 13.2 Effect of Termination. In the event that this Agreement shall be terminated pursuant to Section 13.1, all further obligations of the parties under this Agreement shall terminate; provided that the obligations of the parties contained in Articles XI, XII and this Articles XIII shall survive any such termination, and that a termination under Section 13.1 shall not relieve either Party of any liability for a breach of, or for any misrepresentation under, this Agreement, or be deemed to constitute a waiver of any available remedy (including specific performance if available) for any such breach or misrepresentation.

Section 13.3 Notice of Known Unsatisfied Conditions or Breached Representations, Warranties or Covenants. Prior to the Closing, each of the Parties agrees to promptly inform the other Party of any failure to be satisfied of any condition in its favor or the breach of any representation, warranty or covenant by the other of which such party becomes aware.

Section 13.4 Material Defect; Cure. If, subsequent to the closing of this Agreement, either Party determines that there is a material defect existing at the time of closing which contravenes any rules, laws or regulations of any statutory, legal or regulatory body to which either Party reports, or materially impairs the ability of either Party to conduct business in the normal course of affairs or become unable to execute its obligations under all legal, statutory or regulatory bodies to which it reports, the Parties shall take any and all actions necessary to cure the defect within 20 days of receipt of written notice that such a defect exists (the "cure period").

Section 13.5 Rescission. If the "cure period" elapses and the responsible Party has failed to cure the defect, the other Party shall, at its sole discretion, have the right to demand that this Agreement be rescinded forthwith, and the offending Party shall be required to enter into a Rescission Agreement with the demanding Party without delay.

In Witness Whereof, the Parties have signed this Agreement as of the 13th day of April 2010

US Wireless Online, Inc.

By: _____
Carol Robichaud, Secretary

Go Green Electronic Recycling, Inc.

By: _
Michael Barbee
President

Exhibit XIX. Articles of Incorporation and Bylaws of U.S. Wireless Online, Inc.:

1. **Certificate of Amendment to Articles of Incorporation filed November 10, 2010, with the Nevada Secretary of State.**

2. **Certificate of Designation for Series C Preferred Stock filed on February 18, 2010, with the Nevada Secretary of State.**

3. **Certificate of Amendment by Custodian filed January 12, 2010, with the Nevada Secretary of State.**

4. **Order of the Court dated December 22, 2009, in which Shareholder Advocates, LLC was appointed Custodian of the Company.**

5. **Certificate of Correction to Certificate to Accompany Restated Articles of Incorporation (see item 2, below), filed on August 16, 2007, with the Nevada Secretary of State.**

6. **Certificate to Accompany Restated Articles of Incorporation of U.S. Wireless Online, Inc. filed on August 8, 2007, with the Nevada Secretary of State.**

7. **Certificate of Designation for Series B Preferred Stock filed on January 8, 2007, with the Nevada Secretary of State.**

8. **Certificate of Designation for Series A Preferred Stock filed on June 3, 2005, with the Nevada Secretary of State.**

9. **Bylaws**

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Filed in the office of	Document Number
	20100845620-38
Ross Miller Secretary of State State of Nevada	Filing Date and Time **11/10/2010 9:00 AM**
	Entity Number **C10184-1998**

Certificate of Amendment
(PURSUANT TO NRS 78.385 and 78.390)

Important: Read attached instructions before completing form.

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation For Nevada Profit Corporations

(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:
U.S. Wireless Online, Inc. (C10184-1998)

2. The articles have been amended as follows (provide article numbers, if available):

3. Shares:

Number of Shares with Par Value: 3,000,000,000
Par Value: $0.001
Number of Shares with Par Value: 25,000,000
Par Value: $0.001
Number of Shares without Par Value: 0

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation have voted in favor of the amendment is: 51% *

4. Effective date of filing (optional): 11/5/10
(must not be later than 90 days after the certificate is filed)

5. Officer Signature (required): X

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless of limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees. See attached fee schedule.

150101

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684 5708
Website: www.nvsos.gov

Filed in the office of	Document Number
	20100101700-42
Ross Miller Secretary of State State of Nevada	Filing Date and Time 02/18/2010 9:00 AM
	Entity Number C10184-1998

Certificate of Designation
(PURSUANT TO NRS 78.1955)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Designation For Nevada Profit Corporations
(Pursuant to NRS 78.1955)

1. Name of corporation:

US Wireless Online, Inc.

2. By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.

IT IS HEREBY RESOLVED, the Corporation shall designate 5,000,000 (5 million) shares of its authorized stock as Convertible Preferred Series C Stock with a par value of $.001.

FURTHER RESOLVED, that one (1) share of Convertible Preferred Series C Stock shall be convertible into one thousand (1,000) shares of the Common Stock.

FURTHER RESOLVED, that each holder of the Convertible Preferred Series C Stock shall be entitled to one thousand (1,000) votes per share on any and all matters considered and voted upon by the Corporations's Common Stock.

3. Effective date of filing: (optional) February 11, 2010
(must not be later than 90 days after the certificate is filed)

4. Signature: (required)

X Paul A. Lehland

Signature of Officer

Filing Fee: $175.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Stock Designation
Revised: 3-6-09

CERTIFICATE OF DESIGNATION OF CONVERTIBLE PREFERRED SERIES "C" STOCK OF US WIRELESS ONLINE, INC.

It is hereby certified that:

1. The name of the Corporation is US Wireless Online, Inc. [hereinafter called the "Corporation"].

2. The Certificate of Incorporation, as amended, of the Corporation authorizes the issuance of twenty five million (25,000,000) shares of Preferred Stock, $0.001 par value, and expressly vests in the Board of Directors of the Corporation the authority provided therein to issue any or all of said shares in one or more series and by resolution or resolutions, the designation, number, full or limited voting powers, or the denial of voting powers, preferences and relative, participating, optional, and other special rights and the qualifications, limitations, restrictions, and other distinguishing characteristics of each series to be issued.

3. The Board of Directors of the Corporation, pursuant to the authority expressly vested in it as aforesaid, has adopted the following resolutions creating a Series "C" Convertible issue of Preferred Stock:

"RESOLVED, that the Board of Directors hereby fixes and determines the designation of the number of shares and the rights, preferences, privileges and restrictions relating to the Convertible Preferred Series C Stock, as follows:

(a) Designation. The series of Preferred Stock created hereby shall be designated the Convertible Preferred Series "C" Stock [the "Convertible Preferred Series C Stock"].

(b) Authorized Shares. The number of authorized shares of Convertible Preferred Series C Stock shall be five million (5,000,000) shares.

(c) Liquidation Rights. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, after setting apart or paying in full the preferential amounts due to Holders of senior capital stock, if any, the Holders of Convertible Preferred Series C Stock and parity capital stock, if any, shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the Holders of junior capital stock, including Common Stock, an amount equal to $.125 per share [the "Liquidation Preference"]. If upon such liquidation, dissolution or winding up of the Corporation, the assets of the Corporation available for distribution to the Holders of the Convertible Preferred Series C Stock and parity capital stock, if any, shall be insufficient to permit in full the payment of the Liquidation Preference, then all such assets of the Corporation shall be distributed ratably among the Holders of the Convertible Preferred Series C Stock and parity capital stock, if any. Neither the consolidation or merger of the

Corporation nor the sale, lease or transfer by the Corporation of all or a part of its assets shall be deemed a liquidation, dissolution or winding up of the Corporation for purposes of this Section (c).

(d) Dividends. The Convertible Preferred Series C Stock is not entitled to receive any dividends in any amount during which such shares are outstanding.

(e) Conversion Rights. Each share of Convertible Preferred Series C Stock shall be convertible, at the option of the Holder, into one thousand (1,000) fully paid and nonassessable shares of the Corporation's Common Stock. The foregoing conversion calculation shall be hereinafter referred to as the "Conversion Ratio."

(i) Conversion Procedure. Upon written notice to the Holder, the Holder shall effect conversions by surrendering the certificate(s) representing the Convertible Preferred Series C Stock to be converted to the Corporation, together with a form of conversion notice satisfactory to the Corporation, which shall be irrevocable. Not later than five [5] business days after the conversion date, the Corporation will deliver to the Holder, (i) a certificate or certificates, which shall be subject to restrictive legends, representing the number of shares of Common Stock being acquired upon the conversion; provided, however, that the Corporation shall not be obligated to issue such certificates until the Convertible Preferred Series C Stock is delivered to the Corporation. If the Corporation does not deliver such certificate(s) by the date required under this paragraph (e) (i), the Holder shall be entitled by written notice to the Corporation at any time on or before receipt of such certificate(s), to receive one thousand (1,000) Convertible Preferred Series C Stock shares for every week the Corporations fails to deliver Common Stock to the Holder.

(ii) Adjustments on Stock Splits, Dividends and Distributions. If the Corporation, at any time while any Convertible Preferred Series C Stock is outstanding, (a) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock payable in shares of its capital stock [whether payable in shares of its Common Stock or of capital stock of any class], (b) subdivide outstanding shares of Common Stock into a larger number of shares, (c) combine outstanding shares of Common Stock into a smaller number of shares, or (d) issue reclassification of shares of Common Stock for any shares of capital stock of the Corporation, the Conversion Ratio shall be adjusted by multiplying the number of shares of Common Stock issuable by a fraction of which the numerator shall be the number of shares of Common Stock of the Corporation outstanding after such event and of which the denominator shall be the number of shares of Common Stock outstanding before such event. Any adjustment made pursuant to this paragraph (e)(iii) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification. Whenever the Conversion Ratio is adjusted pursuant to this paragraph, the Corporation shall promptly mail to the

Holder a notice setting forth the Conversion Ratio after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(iii) Adjustments on Reclassifications, Consolidations and Mergers. In case of reclassification of the Common Stock, any consolidation or merger of the Corporation with or into another person, the sale or transfer of all or substantially all of the assets of the Corporation or any compulsory share exchange pursuant to which the Common Stock is converted into other securities, cash or property, then each Holder of Convertible Preferred Series C Stock then outstanding shall have the right thereafter to convert such Convertible Preferred Series C Stock only into the shares of stock and other securities and property receivable upon or deemed to be held by Holders of Common Stock following such reclassification, consolidation, merger, sale, transfer or share exchange, and the Holder shall be entitled upon such event to receive such amount of securities or property as the shares of the Common Stock into which such Convertible Preferred Series C Stock could have been converted immediately prior to such reclassification, consolidation, merger, sale, transfer or share exchange would have been entitled. The terms of any such consolidation, merger, sale, transfer or share exchange shall include such terms so as to continue to give to the Holder the right to receive the securities or property set forth in this paragraph (e)(iv) upon any conversion following such consolidation, merger, sale, transfer or share exchange. This provision shall similarly apply to successive reclassifications, consolidations, mergers, sales, transfers or share exchanges.

(iv) Fractional Shares; Issuance Expenses. Upon a conversion of Convertible Preferred Series C Stock, the Corporation shall not be required to issue stock certificates representing fractions of shares of Common Stock, but shall issue that number of shares of Common Stock rounded to the nearest whole number. The issuance of certificates for shares of Common Stock on conversion of Convertible Preferred Series C Stock shall be made without charge to the Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificate, provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Holder, and the Corporation shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid.

(f) Voting Rights. Except as otherwise expressly provided herein or as required by law, the Holders of shares of Convertible Preferred Series C Stock shall be entitled to vote on any and all matters considered and voted upon by the Corporation's Common Stock. The Holders of the Convertible Preferred Series C Stock shall be entitled to one thousand (1,000) votes per share of Convertible Preferred Series C Stock.

(g) Reservation of Shares of Common Stock. The Corporation covenants that it will at all times reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of Convertible Preferred Series C Stock as herein provided, free from preemptive rights or any other actual contingent purchase rights of persons other than the Holders of Convertible Preferred Series C Stock, such number of shares of Common Stock as shall be issuable upon the conversion of the outstanding Convertible Preferred Series C Stock. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all outstanding Convertible Preferred Series C Stock, the Corporation will take such corporate action necessary to increase its authorized shares of Common Stock to such number as shall be sufficient for such purpose. The Corporation covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly and validly authorized, issued and fully paid and nonassessable.

IN WITNESS WHEREOF, said US Wireless Online, Inc. has caused this Certificate to be signed by Carol Robichaud, its interim Director.

US Wireless Online, Inc.

By: Carol Robichaud

Carol Robichaud, Interim Director
US Wireless Online, Inc.

Province
~~STATE OF~~ Ontario)
Municipality
~~COUNTY OF~~ of Metropolitan Toronto) ss.
Carol Robichaud)

On this the 11 day of February, 2010, before me, the undersigned Notary Public, personally appeared ~~Sandra Palma~~, proven to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same in the authorized capacities and that by his signature on this instrument, the person, or the entity upon behalf of which the person acted; executed this instrument.

WITNESS my hand and official seal.

Notary Public

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684 5708
Website: www.nvsos.gov

090701

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	00002559812-72
	Filing Date and Time 01/12/2010 1:10 PM
	Entity Number C10184-1998

Certificate of Amendment by Custodian

(PURSUANT TO NRS 78.347)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation Filed by Custodian (Pursuant to NRS 78.347)

1. Name of corporation:

US Wireless Online, Inc.

2. Any previous criminal, administrative, civil or National Association of Securities Dealers, Inc., or Securities and Exchange Commission investigations, violations or convictions concerning the custodian and any affiliate of the custodian is disclosed as follows:

There are no previous criminal, administrative, civil or National Association of Securities Dealers, Inc., or Securities and Exchange commission investigations, violations or convictions concerning the custodian and any affiliate of the custodian.

3. Custodian Statement:

Reasonable attempts were made to contact the officers or directors of the corporation to request that the corporation comply with corporate formalities and to continue its business. I am continuing the business and attempting to further the interests of the shareholders. I will reinstate or maintain the corporate charter.

4. Custodian Signature:

Shareholder Advocates, LLC
Name of Custodian

X
Authorized Signature of Custodian

Filing Fee: $175.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

ORDR
PETER L. CHASEY, ESQ.
Nevada Bar No. 007650
CHASEY HONODEL, P.C.
3295 N. Fort Apache Road, Suite 110
Las Vegas, Nevada 89129
Tel: (702) 233-0393 Fax: (702) 233-2107
Email: peter@chlvlaw.com
Attorneys for Petitioner
SHAREHOLDER ADVOCATES, LLC

FILED
DEC 2 2 2009
CLERK OF COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of U.S. WIRELESS ONLINE, INC., a Nevada Corporation,	CASE NO.: A600019 DEPT NO.: XXV ***ORDER GRANTING APPLICATION FOR APPOINTMENT OF SHAREHOLDER ADVOCATES, LLC AS CUSTODIAN OF U.S. WIRELESS ONLINE, INC.***

IN THIS MATTER, notice was duly given to all concerned parties. The matter came on for hearing before the above Court on the 16th day of December, 2009.

THE COURT, having considered the Application of Shareholder Advocates, LLC, for appointment as custodian and no opposition having been filed with the Court, and for good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Pursuant to NRS 78.347, Shareholder Advocates, LLC, a shareholder of U.S. Wireless Online, Inc., is hereby appointed custodian of U.S. Wireless Online, Inc.

2. Shareholder Advocates, LLC is authorized to take any actions on behalf of U.S. Wireless Online, Inc, pursuant to NRS 78.347 that are reasonable, prudent, or for the benefit of U.S. Wireless Online, Inc., including but not limited to issuing new shares of stock and issuing new classes of stock.

3. Pursuant to NRS 78.347(3)(a), Shareholder Advocates, LLC, shall comply with NRS 78.180 to reinstate U.S. Wireless Online, Inc.

4. Shareholder Advocates, LLC shall provide reasonable notice to all shareholders of record of a shareholders meeting that will be held within a reasonable time after this Order is entered.

5. Shareholder Advocates, LLC, as custodian of U.S. Wireless Online, Inc., shall submit a report to this Court of the actions taken at said shareholders meeting.

6. Shareholder Advocates, LLC shall report to this Court every three (3) months concerning its custodianship of U.S. Wireless Online, Inc., while such custodianship remains active.

7. Shareholder Advocates, LLC shall, pursuant to NRS 78.347(4), file an amendment to the Articles of Incorporation of U.S. Wireless Online, Inc., with the Secretary of State containing the following disclosures and statements:

   a. Disclosures of any previous criminal, administrative, civil or National Association of Securities Dealers, Inc., or Securities and Exchange Commission investigations, violations, or convictions concerning Shareholder Advocates, LLC, or its affiliates or subsidiaries.

   b. A statement that reasonable, but ultimately unsuccessful, attempts were made to contact the officers or directors of the corporation to request that U.S. Wireless Online, Inc., comply with corporate formalities and to continue its business.

   c. A statement that Shareholder Advocates, LLC, is in fact, continuing the business and attempting to further the interests of the shareholders.

   d. A statement indicating that Shareholder Advocates, LLC will reinstate or maintain the corporate charter.

e. Any other information as may be required by regulations promulgated by the Nevada Secretary of State.

IT IS SO ORDERED.

DATED this 18th day of December, 2009.

KATHLEEN E. DELANEY

DISTRICT COURT JUDGE

Respectfully Submitted by:
CHASEY HONODEL, P.C.

PETER L. CHASEY, ESQ.
Nevada Bar No. 007650
3295 N. Fort Apache Road, Suite 110
Las Vegas, Nevada 89129
Tel: (702) 233-0393 Fax: (702) 233-2107
Email: peter@chlvlaw.com
Attorneys for Petitioner
SHAREHOLDER ADVOCATES, LLC

NOTC
PETER L. CHASEY, ESQ.
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CHASEY HONODEL, P.C.
3295 N. Fort Apache Road, Suite 110
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Tel: (702) 233-0393 Fax: (702) 233-2107
Email: peter@chlvlaw.com
Attorneys for Petitioner
SHAREHOLDER ADVOCATES, LLC

FILED
DEC 28 2009
CLERK OF COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of U.S. WIRELESS ONLINE, INC., a Nevada Corporation,	CASE NO.: A09-600019-P DEPT NO.: XXV	

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that on the 22nd day of December, 2009, the attached Order Granting Application for Custodian of Shareholder Advocates, LLC as Custodian of U.S. Wireless Online, Inc. was entered in the above-captioned case.

Dated this 28th day of December, 2009.

CHASEY HONODEL

PETER L. CHASEY, ESQ.
Nevada Bar No. 007650
3295 N. Fort Apache Road, Suite 110
Las Vegas, Nevada 89129
Tel: (702) 233-0393 Fax: (702) 233-2107
Attorneys for Petitioner
SHAREHOLDER ADVOCATES, LLC

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of December, 2009, I served a true and complete copy of the foregoing ***NOTICE OF ENTRY OF ORDER*** by placing a copy of the same in the United States Mail, postage fully prepaid addressed to the following:

Rick Hughes
13901 Midway Road, PMB 184
Suite 102
Dallas, TX 75244

Rick Hughes
9300 Shelbyville Road, Suite 502
Louisville, KY 40222

Rick Hughes
500 W. Jefferson Street, Suite 2350
Louisville, KY 40202

Shannon Pournoskey
AN EMPLOYEE OF CHASEY HONODEL, P.C.

FILED
SEP 24 2009
CLERK OF COURT

NOTC
PETER L. CHASEY, ESQ.
Nevada Bar No. 007650
CHASEY HONODEL, P.C.
3295 N. Fort Apache Road, Suite 110
Las Vegas, Nevada 89129
Tel: (702) 233-0393 Fax: (702) 233-2107
Email: peter@chlvlaw.com
Attorneys for Petitioner
SHAREHOLDER ADVOCATES, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of U.S. WIRELESS ONLINE, INC., a Nevada Corporation,	CASE NO.: A-09-600019-P DEPT NO.: I

NOTICE OF MOTION/APPLICATION FOR APPOINTMENT OF CUSTODIAN

TO: ALL INTERESTED PARTIES AND THEIR COUNSEL OF RECORD

YOU AND EACH OF YOU will please take notice that the undersigned counsel will bring the foregoing Application for Appointment of Custodian on for hearing in Department 1 of the above-entitled Court on the 26 day of Oct 2009, at CHAMBERS a.m., or soon thereafter as counsel can be heard.

Dated this 24th day of September 2009.

CHASEY HONODEL

PETER L. CHASEY, ESQ.
Nevada Bar No. 007650
3295 N. Fort Apache Road, Suite 110
Las Vegas, Nevada 89129
Tel: (702) 233-0393 Fax: (702) 233-2107
Attorneys for Petitioner
SHAREHOLDER ADVOCATES, LLC

MC

Petitioner's Application is made and based upon the following Memorandum of Points and Authorities, the Exhibits and Affidavit attached hereto, and any oral argument this Court may entertain at the hearing on this matter.

Dated this 24th day of September, 2009.

CHASEY HONODEL

Peter L. Chasey, Esq.
Nevada Bar No. 007650
3295 N. Fort Apache Rd., Ste. 110
Las Vegas, NV 89129
Tel: (702) 233-0393 Fax: (702) 233-2107
Email: peter@chlvlaw.com
Attorneys for Petitioner
SHAREHOLDER ADVOCATES, LLC

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

A stockholder may apply to the Court for appointment as the custodian of a corporation if that corporation has abandoned its business and failed to take steps to dissolve, liquidate, or distribute its assets. U.S. WIRELESS ONLINE, INC. has abandoned its business and failed to take steps to dissolve, liquidate, or distribute its assets.

Petitioner, as a stockholder of U.S. WIRELESS ONLINE, INC. hereby applies to this Court for appointment as the custodian of U.S. WIRELESS ONLINE, INC. in order to continue the business of the corporation, for the benefit of the corporation and its stockholders.

II. LEGAL QUALIFICATIONS OF CUSTODIAN

Section 78.347(b) of the Nevada Revised Statutes provides that:

> 1. Any Stockholder may apply to the district court to appoint one or more persons to be custodians of the corporation, and, if the corporation is insolvent, to be receivers of the corporation when:
> ...

(b) The corporation has abandoned its business and has failed within a reasonable time to take steps to dissolve, liquidate or distribute its assets in accordance with this chapter.

The Stockholder applying for custodianship must provide an affidavit attesting to the following information as outlined in NRS 78.347 (2):

1. A detailed list of all previous applications to a court in any jurisdiction for a custodianship of a publicly traded corporation that were filed by the applicant or an affiliate or subsidiary of the applicant. NRS 78.347(2)(a).

2. If an application listed in paragraph (a) was approved, a detailed description of the activities performed during the custodianship by the applicant or the affiliate or subsidiary of the applicant. NRS 78.347(2)(b).

3. A description of the current corporate status and business operation of any publicly traded corporation for which the applicant and any affiliate or subsidiary of the applicant has held a custodianship. NRS 78.347(2)(c).

4. A full disclosure of any and all previous criminal, administrative, civil or National Association of Securities Dealers, Inc., or Securities and Exchange Commission investigations, violations or convictions concerning the applicant and any affiliate or subsidiary of the applicant. NRS 78.347(2)(d).

5. Evidence of reasonable efforts by the applicant to contact the officers and directors of the corporation for which the custodianship is sought. NRS 78.347(2)(e).

6. Evidence of a demand by the applicant to the officers and directors of the corporation for which the custodianship is sought that the corporation comply with the provisions of chapter 78 of NRS and that the applicant did not receive a response. NRS 78.347(2)(f).

A Stockholder granted custodianship of a corporation must comply with the following provisions set forth in NRS 78.347:

1. The custodian must submit evidence of compliance with NRS 78.180 or 80.170 to the district court. NRS 78.347(3)(a).

2. Provide reasonable notice to all shareholders of record of a shareholder meeting to be held within a reasonable time after an application for custodianship or receivership has been granted. The custodian must submit evidence of compliance with this paragraph to the district court. NRS 78.347(3)(b).

3. Provide the district court with a report of the actions taken at the shareholder meeting notices by the custodian. NRS 78.347(3)(c).

4. Provide the district court with periodic reports, at intervals to be determined by the court, of the activities of the custodian and the board of directors and the progress of the corporation. NRS 78.347(3)(d).

5. Provide any other information deemed necessary by the court. NRS 78.347(3)(a).

6. Within 10 days after being appointed custodian by the court, the custodian must file with the Secretary of State an amendment to the articles of incorporation containing the following information:

   a. Disclosures of any previous criminal, administrative, civil or National Association of Securities Dealers, Inc., or Securities and Exchange Commission investigations, violations or convictions concerning the custodian and any affiliate of the custodian. NRS 78.347(4)(a).

   b. A statement indicating that reasonable attempts were made to contact the officers or directors of the corporation to request that the corporation comply with corporate formalities and to continue its business. 78.347(4)(b)(1).

   c. A statement indicating that the custodian is in fact continuing the business and attempting to further the interests of the shareholders. 78.347(4)(b)(2).

   d. A statement indicating that the custodian will reinstate or maintain the corporate charter. 78.347(4)(b)(3).

   e. Any other information required by regulation to be submitted to the Secretary of State. 78.347(4)(e).

In accordance with Chapter 78 of the Nevada Revised Statutes, Petitioner meets the qualifications for custodianship for appointment as custodian of U.S. WIRELESS ONLINE, INC.

III. PETITIONER REQUESTS APPOINTMENT AS CUSTODIAN

In compliance with NRS 78.347(2), Petitioner hereby applies for custodianship of U.S. WIRELESS ONLINE, INC., and submits the attached affidavit attesting to the following information:

1. Petitioner and its affiliate, JeraGlobal, Inc. have filed a few prior applications for custodianship which are detailed in the attached affidavit. See Affidavit of Manager of Shareholder Advocates, LLC, ¶ 1 (Exhibit "1").

2. Petitioner's affiliate, JeraGlobal, Inc., was successfully appointed as custodian of LandStar, Inc. in Case No. A551974 in the Eighth Judicial District Court. Petitioner's affiliate, JeraGlobal, Inc. also applied for appointment as custodian of Accesspoint Corporation in Case No. A54689. JeraGlobal, Inc. voluntarily dismissed such application when the officers of the Accesspoint Corporation eventually agreed to comply with Chapter 78 of the Nevada Revised Statutes. See Affidavit, ¶¶ 2 & 3 (Exhibit "1").

3. On June 11, 2009 Shareholder Advocates, LLC was appointed as Custodian of Eline Entertainment Group, Inc. in Case No. A589781. The Status Report to the District Court is due on September 11, 2009. See Affidavit, ¶ 5 (Exhibit "1").

4. On June 30, 2009 Shareholder Advocates, LLC was appointed as Custodian of Reynaldo's Mexican Food Company, Inc. in Case No. A589568. The Status Report to the District Court is due on September 30, 2009. See Affidavit, ¶ 6 (Exhibit "1").

5. Petitioner also applied for appointment as custodian of Trend Exploration, Inc. in Case No. A589784. Shareholder Advocates, LLC voluntarily dismissed such application after contact from the officers of the company. See Affidavit, ¶ 7 (Exhibit "1").

6. Petitioner also applied for appointment as custodian of Tintic Standard Gold Mines, Inc. in Case No. A589783. Shareholders Advocates, LLC voluntarily dismissed such application after contact from the officers of the company. See Affidavit, ¶ 8 (Exhibit "1").

7. Petitioner also applied for appointment as custodian of Zamage Digital Art Imaging, Inc. in Case No. A598267. The hearing is scheduled for October 7, 2009 in Chambers. See Affidavit, ¶ 9 (Exhibit "1").

8. Concurrently with this application, Petitioner is also applying for custodianship of Vintage Energy and Exploration, Inc., Trinity Energy Resources, Inc., Videolocity International, Inc., and Global Medical Products Holdings, Inc. See Affidavit, ¶ 10 (Exhibit "1").

9. The current status of LandStar, Inc., the corporation for which Petitioner's affiliate, JeraGlobal, Inc. was previously appointed custodian is that on or about August 27, 2008, Petitioner's affiliate, JeraGlobal, Inc. sold a majority of the outstanding preferred stock in LandStar, Inc. to Minamar. See Affidavit, ¶ 3 (Exhibit "1").

10. Neither Petitioner nor its affiliate JeraGlobal, Inc. have been the subject of any previous criminal, administrative, civil or National Association of Securities Dealers, Inc., or Securities and Exchange Commission investigations, violations, or convictions. See Affidavit, ¶ 11 (Exhibit "1").

11. On August 24, 2009, Petitioner attempted to reach U.S. WIRELESS ONLINE, INC. by sending a certified letter via the United States Postal Service to its business address at 500 W. Jefferson Street, Suite 2350, Louisville, KY 40202; 13901 Midway Road, PMB 184, Suite 102, Dallas, TX 75244; and 9300 Shelbyville Road, Suite 502, Louisville, KY 40222. This letter requested that U.S. WIRELESS ONLINE, INC. bring current its filings with the Nevada Secretary of State. See Certified Demand Letter with Certificate of Delivery (attached hereto as Exhibit "2").

IV. BACKGROUND OF U.S. WIRELESS ONLINE, INC.

U.S. WIRELESS ONLINE, INC. was incorporated on May 4, 1998, in the state of Nevada. See Secretary of State Print-out (attached hereto as Exhibit "3").

U.S. WIRELESS ONLINE, INC. is, and at all pertinent times was, a public corporation with shares issued to stockholders. Petitioner is, and has been, a stockholder of U.S. WIRELESS ONLINE, INC. since July 8, 2009. See Evidence of Ownership (attached hereto as Exhibit "4").

U.S. WIRELESS ONLINE, INC. has not held a meeting of stockholders since at least May 31, 2007, which was the date the company's corporate status fell into default for failure to file an annual list of officers and directors and to pay annual fees to the Nevada Secretary of State. See Secretary of State Print-out (Exhibit "3").

V. REQUEST FOR APPOINTMENT OF PETITIONER AS CUSTODIAN

Nevada law provides that a stockholder of a corporation that has abandoned its business and failed to take the steps to dissolve, liquidate or distribute its assets may apply to the Court for the appointment of a custodian. NRS 78.347. U.S. WIRELESS ONLINE, INC. has allowed its corporate status to lapse and has seemingly completely ceased to operate. Because, U.S. WIRELESS ONLINE, INC. has abandoned its business, Petitioner, as a stockholder, respectfully requests that the Court appoint it as the custodian of U.S. WIRELESS ONLINE, INC. so that it may continue the business of the corporation to the benefit of both U.S. WIRELESS ONLINE, INC. and its stockholders. NRS 78.347 ("[T]he authority of the custodian is to continue business of the corporation and not to liquidate its affairs or distribute its assets...").

Petitioner respectfully requests that the Court issue an order as follows:

1. That Petitioner be appointed Custodian of U.S. WIRELESS ONLINE, INC. for the purpose of paying back fees owed to the State of Nevada, appointing a new Board of Directors, and to begin a positive direction for U.S. WIRELESS ONLINE, INC. to proceed.

2. That Petitioner, as Custodian, call a Special Meeting of the stockholders of U.S. WIRELESS ONLINE, INC. to be held subject to the terms and conditions hereinafter specified (the "Meeting"), for the sole purpose of electing, from among such persons as might be nominated to stand for election from the floor at the meeting, a board of directors of U.S. WIRELESS ONLINE, INC. to serve until the next annual meeting of U.S. WIRELESS ONLINE, INC. stockholders is held and the successors of the elected directors might be elected or appointed and qualified.

3. That the meeting be declared by the Court to be an Annual Meeting, and that the Petitioner be designated by the Court in advance as Chairman to conduct the meeting and to appoint a person to make a record of the meeting.

4. That the meeting be held at a location and at a time and date to be selected by Petitioner, which is not a weekend or a legal holiday, and which is more than ten (10) days from the date on which copies of a notice of the meeting shall be mailed in a manner that is consistent with Nevada statutes, the company's bylaws and any orders as the Court might make and enter.

5. That the persons and entities entitled to receive notice of the stockholders meeting are the record owners of the stock certificates and the registered officers and directors of U.S. WIRELESS ONLINE, INC. specified in its stockholder lists and that notice shall be mailed to the addresses under their respective names on the business records.

6. That such shares of U.S. WIRELESS ONLINE, INC. are owned by stockholders of record and are represented at the stockholder meeting in person or by a valid proxy shall constitute a quorum to conduct an election of directors of U.S. WIRELESS ONLINE, INC. and shall otherwise be entitled to participate in the stockholder meeting and to vote in the election.

7. That Petitioner, as custodian, report back to this Court after the Meeting to inform the Court of actions taken at the Meeting.

8. In the event the Court determines that its order has been complied with in respect of such stockholder meeting and election of directors, for a written order providing that the persons elected at the stockholder meeting shall be the directors of U.S. WIRELESS ONLINE, INC.

9. That Petitioner report back to this Court at intervals determined by the Court for so long as the custodianship is maintained or as long as this Court deems necessary.

For the Court's consideration, Petitioner submits a Proposed Order Appointing Petitioner as Custodian of U.S. WIRELESS ONLINE, INC. as Exhibit "5".

VI. CONCLUSION

Based on the foregoing, Petitioner submits it is proper and appropriate for this Court to appoint Petitioner as custodian of U.S. WIRELESS ONLINE, INC. as set forth in the Proposed Order.

Dated this 24th day of September, 2009.

CHASEY HONODEL

Peter L. Chasey, Esq.
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3295 N. Fort Apache Rd., Ste. 110
Las Vegas, NV 89129
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Email: peter@chlvlaw.com
Attorneys for Petitioner
SHAREHOLDER ADVOCATES, LLC

EXHIBIT 1

AFF

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Attorneys for Petitioner
SHAREHOLDER ADVOCATES, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of U.S. WIRELESS ONLINE, INC., a Nevada Corporation,	CASE NO.: DEPT NO.: ***AFFIDAVIT OF STOCKHOLDER IN SUPPORT OF APPLICATION FOR APPOINTMENT AS CUSTODIAN***

COUNTY OF MARICOPA)
) ss:
STATE OF ARIZONA)

I, David Keaveney, manager of Shareholder Advocates, LLC, being first duly sworn and under penalty of perjury, hereby swears and says the following:

1. Shareholder Advocates, LLC (hereinafter Petitioner) is a stockholder in U.S. Wireless Online, Inc.

2. Petitioner's undersigned manager previously served as an Officer of JeraGlobal, Inc., an affiliate Nevada Corporation which was appointed as custodian of LandStar, Inc. in Case No. A551974 in this Eighth Judicial District Court.

3. On May 5, 2008, Petitioner's affiliate, JeraGlobal, Inc. was appointed custodian of LandStar, Inc. As custodian of LandStar, Inc., JeraGlobal, Inc. brought the fees and

filings with the Nevada Secretary of State up to date and appointed officers and directors of the corporation. On August 27, 2008, Mina Mar, Inc. purchased a majority of the outstanding preferred stock in LandStar, Inc. Hubai Chuguan Industry Co Ltd, a Chinese based company engaged in providing overall solutions on settlement and reconstruction for recycling oil and gas is LandStar, Inc.'s main operating subsidiary, LandStar, Inc. operating subsidiary, Hubai Chuguan, maintains a separate web site which explains the proprietary technology developed by the company. With the technologies of Nippon Oil Corporation as the core, most parts and accessories are purchased in China and the overall assembly is performed in China. On December 31, 2008, unaudited financials showed LandStar, Inc. generating revenue of $17.4 million.

4. Petitioner's affiliate, JeraGlobal, Inc. also applied for appointment as custodian of Accesspoint Corporation in Case No. A546891. JeraGlobal, Inc. voluntarily dismissed such application when the officers of the Accesspoint Corporation eventually agreed to comply with Chapter 78 of the Nevada Revised Statutes.

5. On June 11, 2009 Shareholder Advocates, LLC was appointed as Custodian of Eline Entertainment Group, Inc. in Case No. A589781. The Status Report to the District Court was submitted on September 11, 2009.

6. On June 30, 2009 Shareholder Advocates, LLC was appointed as Custodian of Reynaldo's Mexican Food Company, Inc. in Case No. A589568. The Status Report to the District Court is due on September 30, 2009.

7. Petitioner recently applied for appointment as custodian of Trend Exploration, Inc. in Case No. A589784. Shareholder Advocates, LLC voluntarily dismissed such application after contact from the officers of the company.

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ROSS MILLER
Secretary of State
204 North Carson Street, Ste 1
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Filed in the office of	Document Number
	20070563346-56
Ross Miller Secretary of State State of Nevada	Filing Date and Time 08/16/2007 9:00 AM
	Entity Number C10184-1998

Certificate of Correction

(PURSUANT TO NRS 78, 78A, 80, 81, 82, 84, 86, 87, 88, 88A, 89 AND 92A)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Correction

(Pursuant to NRS 78, 78A, 80, 81, 82, 84, 86, 87, 88, 88A, 89 and 92A)

1. The name of the entity for which correction is being made:

US Wireless Online, Inc.

2. Description of the original document for which correction is being made:

Certificate of Amendment

3. Filing date of the original document for which correction is being made: 08/08/07

4. Description of the inaccuracy or defect.

Incorrect amount of stock represented on previously submitted forms.

Incorrect Document number is 20070545154-53

5. Correction of the inaccuracy or defect.

Please refer to the attached document , as it will represent the correct information.

6. Signature

X _____ Officer 08/16/07

Authorized Signature **Title** * CEO **Date** 8/16/07

*If entity is a Corporation, it must be signed by an Officer if stock has been issued, OR an Incorporator or Director if stock has not been issued; a Limited -Liability Company, by a manager or managing members; a Limited Partnership or Limited-Liability Limited Partnership, by a General Partner; a Limited-Liability Partnership, by a Managing Partner; a Business Trust, by a Trustee.

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

CERTIFICATE OF AMENDMENT
OF
U.S. WIRELESS ONLINE, INC.

Pursuant to NRS 78.385 and 78.390 U.S. Wireless Online, Inc., (the "Corporation") adopts the following Certificate of Amendment to Articles of Incorporation – After Issuance of Stock

FIRST: The present name of the Corporation is U.S. WIRELESS ONLINE, INC.

SECOND: The articles have been amended as follows:

Article IV – Authorized Shares shall be amended as follows

ARTICLE IV
AUTHORIZED SHARES

The total number of shares of all classes of capital stock which the corporation shall have authority to issue is 2,025,000,000 shares. Stockholders shall not have any preemptive rights, nor shall stockholders have the right to cumulative voting in the election of directors or for any other purpose. The classes and the aggregate number of shares of stock of each class which the corporation shall have authority to issue are as follows:

(a) 2,000,000,000 shares of common stock, $0.001 par value ("Common Stock");

(b) 25,000,000 shares of preferred stock, $0.001 par value ("Preferred Stock").

Five Million (5,000,000) shares of the Preferred Stock has been designated as Series A Preferred Stock, the rights and preferences for which have been set forth in a separate designation which shall remain in full force and effect. Five Million, Ten Thousand (5,010,000) shares of the Preferred Stock has been designated as Series B Preferred Stock, the rights and preferences for which have been set forth in a separate designation which shall remain in full force and effect.

The remaining 14,990,000 shares of Preferred Stock may be issued from time to time in one or more series, with such distinctive serial designations as may be stated or expressed in the resolution or resolutions providing for the issue of such stock adopted from time to time by the Board of Directors; and in such resolution or resolutions providing for the issuance of shares of each particular series, the Board of Directors is also expressly authorized to fix: the right to vote,

if any; the consideration for which the shares of such series are to be issued; the number of shares constituting such series, which number may be increased (except as otherwise fixed by the Board of Directors) or decreased (but not below the number of shares thereof then outstanding) from time to time by action of the Board of Directors; the rate of dividends upon which and the times at which dividends on shares of such series shall be payable and the preference, if any, which such dividends shall have relative to dividends on shares of any other class or classes or any other series of stock of the corporation; whether such dividends shall be cumulative or noncumulative, and if cumulative, the date or dates from which dividends on shares of such series shall be cumulative; the rights, if any, which the holders of shares of such series shall have in the event of any voluntary or involuntary liquidation, merger, consolidation, distribution or sale of assets, dissolution or winding up of the affairs of the corporation; the rights, if any, which the holders of shares of such series shall have to convert such shares into or exchange such shares for shares of any other class or classes or any other series of stock of the corporation or for any debt securities of the corporation and the terms and conditions, including price and rate of exchange, of such conversion or exchange; whether shares of such series shall be subject to redemption, and the redemption price or prices and other terms of redemption, if any, for shares of such series including, without limitation, a redemption price or prices payable in shares of Common Stock; the terms and amounts of any sinking fund for the purchase or redemption of shares of such series; and any and all other designations, preferences, and relative, participating, optional or other special rights, qualifications, limitations or restrictions thereof pertaining to shares of such series' permitted by law.

The Board of Directors of the Corporation may from time to time authorize by resolution the issuance of any or all shares of the Common Stock and the Preferred Stock herein authorized in accordance with the terms and conditions set forth in these Articles of Incorporation for such purposes, in such amounts, to such persons, corporations or entities, for such consideration, and in the case of the Preferred Stock, in one or more series, all as the Board of Directors in its discretion may determine and without any vote or other action by the stockholders, except as otherwise required by law. The capital stock, after the amount of the subscription price, or par value, has been paid in shall not be subject to assessment to pay the debts of the corporation.

THIRD: The number of shares of the corporation outstanding and entitled to vote at the time of the adoption of said amendment was 310,008,000. The percentage of shares voted for such amendment and restatement was 50.1%.

DATED: August 7, 2007

U. S. WIRELESS ONLINE, INC.

Kirk Poling, President and Secretary

ROSS MILLER
Secretary of State
204 North Carson Street, Ste 1
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20070545154-53
	Filing Date and Time 08/08/2007 12:15 PM
	Entity Number C10184-1998

Certificate to Accompany Restated Articles

(PURSUANT TO NRS)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

This Form is to Accompany Restated Articles of Incorporation
(Pursuant to NRS 78.403, 82.371, 86.221, 88.355 or 88A.250)
(This form is also to be used to accompany Restated Articles for Limited-Liability Companies, Certificates of Limited Partnership, Limited-Liability Limited Partnerships and Business Trusts)

1. Name of Nevada entity as last recorded in this office:

US Wireless Online, Inc.

2. The articles are being ☐ Restated or ☒ Amended and Restated (check only one). Please entitle your attached articles "Restated" or "Amended and Restated," accordingly.

3. Indicate what changes have been made by checking the appropriate box.*

☐ No amendments; articles are restated only and are signed by an officer of the corporation who has been authorized to execute the certificate by resolution of the board of directors adopted on 08/07/07 The certificate correctly sets forth the text of the articles or certificate as amended to the date of the certificate.

☐ The entity name has been amended.

☐ The resident agent has been changed. (attach Certificate of Acceptance from new resident agent)

☐ The purpose of the entity has been amended.

☒ The authorized shares have been amended.

☐ The directors, managers or general partners have been amended.

☐ IRS tax language has been added.

☐ Articles have been added.

☐ Articles have been deleted.

☐ Other. The articles or certificate have been amended as follows (provide article numbers, if available):

* This form is to accompany Restated Articles which contain newly altered or amended articles. The Restated Articles must contain all of the requirements as set forth in the statutes for amending or altering the articles or certificates

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees

CERTIFICATE OF AMENDMENT
OF
U.S. WIRELESS ONLINE, INC.

Pursuant to NRS 78.385 and 78.390 U.S. Wireless Online, Inc., (the "Corporation") adopts the following Certificate of Amendment to Articles of Incorporation – After Issuance of Stock

FIRST: The present name of the Corporation is U.S. WIRELESS ONLINE, INC.

SECOND: The articles have been amended as follows:

Article IV – Authorized Shares shall be amended as follows

ARTICLE IV
AUTHORIZED SHARES

The total number of shares of all classes of capital stock which the corporation shall have authority to issue is 1,025,000,000 shares. Stockholders shall not have any preemptive rights, nor shall stockholders have the right to cumulative voting in the election of directors or for any other purpose. The classes and the aggregate number of shares of stock of each class which the corporation shall have authority to issue are as follows:

(a) 1,000,000,000 shares of common stock, $0.001 par value ("Common Stock");

(b) 25,000,000 shares of preferred stock, $0.001 par value ("Preferred Stock").

Five Million (5,000,000) shares of the Preferred Stock has been designated as Series A Preferred Stock, the rights and preferences for which have been set forth in a separate designation which shall remain in full force and effect. Five Million, Ten Thousand (5,010,000) shares of the Preferred Stock has been designated as Series B Preferred Stock, the rights and preferences for which have been set forth in a separate designation which shall remain in full force and effect.

The remaining 14,990,000 shares of Preferred Stock may be issued from time to time in one or more series, with such distinctive serial designations as may be stated or expressed in the resolution or resolutions providing for the issue of such stock adopted from time to time by the Board of Directors; and in such resolution or resolutions providing for the issuance of shares of each particular series, the Board of Directors is also expressly authorized to fix: the right to vote,

if any; the consideration for which the shares of such series are to be issued; the number of shares constituting such series, which number may be increased (except as otherwise fixed by the Board of Directors) or decreased (but not below the number of shares thereof then outstanding) from time to time by action of the Board of Directors; the rate of dividends upon which and the times at which dividends on shares of such series shall be payable and the preference, if any, which such dividends shall have relative to dividends on shares of any other class or classes or any other series of stock of the corporation; whether such dividends shall be cumulative or noncumulative, and if cumulative, the date or dates from which dividends on shares of such series shall be cumulative; the rights, if any, which the holders of shares of such series shall have in the event of any voluntary or involuntary liquidation, merger, consolidation, distribution or sale of assets, dissolution or winding up of the affairs of the corporation; the rights, if any, which the holders of shares of such series shall have to convert such shares into or exchange such shares for shares of any other class or classes or any other series of stock of the corporation or for any debt securities of the corporation and the terms and conditions, including price and rate of exchange, of such conversion or exchange; whether shares of such series shall be subject to redemption, and the redemption price or prices and other terms of redemption, if any, for shares of such series including, without limitation, a redemption price or prices payable in shares of Common Stock; the terms and amounts of any sinking fund for the purchase or redemption of shares of such series; and any and all other designations, preferences, and relative, participating, optional or other special rights, qualifications, limitations or restrictions thereof pertaining to shares of such series' permitted by law.

The Board of Directors of the Corporation may from time to time authorize by resolution the issuance of any or all shares of the Common Stock and the Preferred Stock herein authorized in accordance with the terms and conditions set forth in these Articles of Incorporation for such purposes, in such amounts, to such persons, corporations or entities, for such consideration, and in the case of the Preferred Stock, in one or more series, all as the Board of Directors in its discretion may determine and without any vote or other action by the stockholders, except as otherwise required by law. The capital stock, after the amount of the subscription price, or par value, has been paid in shall not be subject to assessment to pay the debts of the corporation.

THIRD: The number of shares of the corporation outstanding and entitled to vote at the time of the adoption of said amendment was 310,008,000. The percentage of shares voted for such amendment and restatement was 50.1%.

DATED: August 7, 2007

U. S. WIRELESS ONLINE, INC.

Kirk Poling, President and Secretary

State of Kentucky)
County of Jefferson) :ss.

On the 24th day of Feb., 2005 personally appeared before me, a notary public (or judge or other authorized person, as the case may be), duly commissioned and sworn, Rick Hughes, President and Secretary of U.S. Wireless Online, Inc., personally known or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and who acknowledged that they executed the instrument.

IN WITNESS WHEREOF, I have executed this notary and affixed my official seal.

Lorraine H. Boone NOTARY SEAL
NOTARY PUBLIC

My Commission Expires: 4/10/2007

ROSS MILLER
Secretary of State
204 North Carson Street, Ste 1
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20070011993-92
	Filing Date and Time 01/08/2007 11:00 AM
	Entity Number C10184-1998

Certificate of Designation
(PURSUANT TO NRS 78.1955)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Designation For Nevada Profit Corporations
(Pursuant to NRS 78.1956)

1. Name of corporation:

U.S. Wireless Online, Inc.

2. By resolution of the board of directors pursuant to a provision in the articles of incorporation, this certificate establishes the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.

Class B Preferred Stock - see attached Certificate of Designation

3. Effective date of filing (optional): 12/27/06
(must not be later than 90 days after the certificate is filed)

4. Officer Signature (Required): X

Filing Fee: $175.00

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

U.S. WIRELESS ONLINE, INC.

CERTIFICATE OF DESIGNATION
OF
CLASS B PREFERRED STOCK

Nevada Revised Statutes Section 78.1955

The undersigned, being the President and the Secretary of U.S. Wireless Online, Inc., a Nevada corporation (the "Corporation"), certify that the Board of Directors of the Corporation, pursuant to the authority granted in Article IV of the Corporation's Articles of Incorporation, as amended, has adopted a resolution establishing a series consisting of 5,010,000 par value $0.001 of the Corporation's authorized preferred stock designated as Class B Preferred Stock (the "Class B Preferred Stock") and has prescribed the following voting powers, designations, preferences, limitations, restrictions and relative rights of the Class B Preferred Stock:

A. **Liquidation rights.** The holders of the Class B Preferred Stock shall have liquidation rights as follows (the "Liquidation Rights"):

1. In the event of any liquidation, dissolution or winding up of the Company, holders of shares of Class B Preferred Stock are entitled to receive, out of legally available assets, an amount equal to any accrued and unpaid dividends to the payment date, before any payment or distribution is made to the holders of Common Stock or any series or class of the Company's stock hereafter issued that ranks junior as to liquidation rights to the Class B Preferred Stock. But the holders of Class B Preferred Stock will not be entitled to receive the liquidation preference of such shares until the liquidation preferences of any series or class of the Company's stock hereafter issued that ranks senior as to liquidation rights to the Class B Preferred Stock ("senior liquidation stock") has been paid in full. The holders of Class B Preferred Stock and all other series or classes of the Company's stock hereafter issued that rank on a parity as to liquidation rights with the Class B Preferred Stock are entitled to share ratably, in accordance with the respective preferential amounts payable on such stock, in any distribution (after payment of the liquidation preference of the senior liquidation stock) which is not sufficient to pay in full the aggregate of the amounts payable thereon. After payment in full of the liquidation preference of the shares of Class B Preferred Stock, the holders of such shares shall participate pro rata with the holder of Common Stock in any distribution of assets by the Company.

2. For the purposes of this Section A, a liquidation event shall mean the ceasing of operations for the Company and any corresponding sale or transfer of assets for the benefit of creditors and shareholders. Neither a consolidation, merger or other business combination of the Company with or into another corporation or other entity nor a sale or transfer of all or part of the Company's assets for cash, securities or other property will be considered a liquidation, dissolution or winding up of the Company.

B. **Anti-Dilution Provision.** The holders of the Class B Preferred Stock shall have anti-dilution rights as follows (the "Anti-Dilution Rights"):

1. The Company agrees to assure that the holders of the Class B Preferred Stock shall have and maintain at all times, weighted average anti-dilution protection rights as to the total

number of issued and outstanding shares of common stock and preferred stock of the Company from time to time, at the rate of 50.1%, calculated on a fully-diluted basis. In the event that the Company issues any shares of common stock, preferred stock or any security convertible into or exchangeable for common stock or preferred stock to any person or entity, the Company agrees to undertake all necessary measures as may be necessary or expedient to accommodate its performance under this Class B Preferred Stock Designation, including, without limitation, the amendment of its articles of incorporation to the extent necessary to provide for a sufficient number of shares of authorized common stock or preferred stock to be issued to Class B Preferred Stock holders so as to maintain in Class B Preferred Stock holders, a 50.1% interest in the common stock and preferred stock of the Company, calculated on a fully-diluted basis..

C. **Optional Conversion.** The holders of the Class B Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

1. Right to Convert. Following two years of issuance, each holder of Class B Preferred Stock of the Corporation shall be entitled to convert the shares of Class B Preferred Stock held by such holder, at such holder's option, at any time into that number of validly issued fully-paid and non-assessable shares of the Corporation's Common Stock determined as follows: Each share of Class B Preferred Stock so surrendered for conversion shall be converted based on each Class B Preferred Share equaling .00001% of the total issued and outstanding Common shares of the Company. Notwithstanding the foregoing, in the event of a consolidation, merger or other business combination of the Company with or into another corporation or other entity or a sale or transfer of all or part of the Company's assets for cash, securities or other property, each holder of Class B Preferred Stock shall be entitled to convert the shares of Class B Preferred Stock held by such holder, at such holder's option, into that number of fully-paid and non-assessable shares of the Corporation's Common Stock determined as follows: Each share of Class B Preferred Stock so surrendered for conversion shall be converted based on each Class B Preferred Share equaling .00001% of the total issued and outstanding shares of common stock of the Company, on a fully-diluted basis.

2. Mechanics of Conversion. In order to convert Class B Preferred Stock into full shares of Common Stock, the holder shall surrender the certificate or certificates therefore, duly endorsed, in blank or accompanied by proper instruments of transfer (or, in the event a certificate has been lost, stolen, or destroyed, an affidavit as to that fact), by either overnight courier or 2-day courier, or in person to the office of the Corporation or of any transfer agent for its Common Stock, and shall give concurrent written notice to the Corporation at such office that he elects to convert the same, the number of shares of Class B Preferred Stock to be converted and the notice sent to the Corporation's principal offices via facsimile; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless either the certificates evidencing such shares of Class B Preferred Stock are delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to evidence such loss and to indemnify the Corporation from any loss incurred by it in connection with such certificates.

The Corporation shall deliver as soon as reasonably practicable after delivery to the Corporation of such certificates, or after such agreement and indemnification, to such

holder of Class B Preferred Stock at the address of the holder on the stock books of the Corporation, a certificate or certificates for the number of shares of Common Stock to which the holder shall be entitled as aforesaid. The date on which notice of conversion is given (the "Conversion Date") shall be deemed to be the date set forth in such notice of conversion provided that delivery and advance facsimile notice is made as provided above and that the original shares of Class B Preferred Stock to be converted are received by the transfer agent or the Corporation within ten (10) business days thereafter, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date. If the original shares of Class B Preferred Stock to be converted are not received by the transfer agent or the Corporation within ten (10) business days after the Conversion Date, the notice of conversion shall be deemed null and void.

3. No fractional shares of Common Stock or scrip representing fractional shares shall be issued upon the conversion of shares of Class B Preferred Stock. Instead of any fractional shares of Common Stock which would otherwise be issuable upon conversion of Class B Preferred Stock, the Corporation shall pay to the holder of the shares of Class B Preferred Stock which were converted a cash adjustment in respect of the fractional shares in an amount equal to the same fraction of the fair market value price per share of the Common Stock (as determined in a reasonable manner prescribed by the Board of Directors) at the close of business on the Conversion Date. The determination as to whether or not any fractional shares are issuable shall be based upon the total number of shares of Class B Preferred Stock being converted at any one time by any one holder thereof, not upon each share of Class B Preferred Stock being converted.

D. **Corporate Change.** The Conversion Rate shall be appropriately adjusted to reflect, as deemed equitable and appropriate by the Board of Directors of the Corporation, any stock dividend, stock split or share combination of the Common Stock or any distribution of a material portion of the Corporation's assets to the holders of Common Stock. Such decisions by the Board of Directors shall be by simple majority vote.

E. **Mandatory Conversion.** Subject to the Corporation's duty to reserve and keep available out of its authorized but unissued shares of Common Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Class B Preferred Stock, after two years of issuance, the Corporation shall convert this Class B Preferred Stock based on each Class B Preferred Share equaling .00001% of the total issued and outstanding Common shares of the Company. In the event of a merger, reorganization, recapitalization or similar event of or with respect to the Corporation (other than a Corporate Change in which the Corporation is the surviving entity), this Class B Preferred Stock shall be converted based on each Class B Preferred Share equaling .00001% of the total issued and outstanding shares of common stock of the Company, on a fully-diluted basis, and as may be adjusted pursuant to Section C, above.

F. **Dividends.** The Holders of the Class B Preferred Stock shall not be entitled to any dividends but shall entitled to participate on an "as converted" basis with the common shareholders if a dividend is declared for the common stock.

G. **Voting Rights.** In addition to the matters specifically set forth herein or as otherwise set forth by law in which the holders of Class B Preferred Stock vote separately as a class, the Holders of the Class B Preferred Stock shall have voting rights based on each Class B

Preferred Share equaling .00001% of the total issued and outstanding shares of common stock of the Company, on a fully-diluted basis and shall be entitled to vote on any and all matters brought to a vote of shareholders of Common Stock. Holders of Class B Preferred Stock shall be entitled to notice of all shareholder meetings or written consents with respect to which they would be entitled to vote, which notice would be provided pursuant to the Corporation's Bylaws and applicable statutes. In the event that such votes do not total at 50.1% of all votes, then regardless of the provisions of this paragraph, in any such case, the votes cast by Series B Preferred Stock shall be equal to 50.1% of all votes cast at any meeting of shareholders, or any issue put to the shareholders for voting.

H. **Protective Provisions**. So long as shares of Class B Preferred Stock are outstanding, the Corporation shall not without first obtaining the approval (by voting or written consent, as provided by Nevada law) of the holders of at least a majority of the then outstanding shares of Class B Preferred Stock:

1. alter or change the rights, preferences or privileges of the shares of Class B Preferred Stock so as to affect adversely the Class B Preferred Stock;

2. do any act or thing not authorized or contemplated by this Designation which would result in taxation of the holders of shares of the Class B Preferred Stock under Section 305 of the Internal Revenue Code of 1986, as amended (or any comparable provision of the Internal Revenue Code as hereafter from time to time amended).

3. create or issue a class of stock with rights, preferences or privileges superior to the rights, preferences and privileges of the Class B Preferred Stock.

I. **Status of Converted Stock**. Upon the conversion of the Class B Preferred Stock the shares so converted shall be cancelled, shall return to the status of authorized but unissued preferred stock of no designated class or series, and shall not be issuable by the Corporation as Class B Preferred Stock.

J. **Reservation of Stock Issuable Upon Conversion**. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Class B Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Class B Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Class B Preferred Stock, in addition to such other remedies as shall be available to the holder of the Class B Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to these provisions.

K. **Transfer Restrictions**. The Class B Preferred Stock may not be transferred unless (i) such shares are sold pursuant to an effective registration statement under the Act or (ii) the Corporation or its transfer agent shall have been furnished with an opinion of counsel (which opinion shall be in form, substance and scope customary for opinions of counsel in comparable transactions) to the effect that the shares to be sold or transferred may be sold or transferred pursuant to an exemption from such registration.

L. **Preference Rights**. Nothing contained herein shall be construed to prevent the Board of Directors of the Corporation from issuing one or more series of preferred stock with such preferences as may be determined by the Board of Directors, in its discretion, subject to Sections G and H.

M. **Amendments**. Subject to Paragraph G above, this Certificate of Designation of Class B Preferred Stock of the Corporation shall not be amended in any manner which would materially alter or change the powers, preferences or special rights of the Class B Preferred Stock so as to affect them adversely without the affirmative vote of the holders of two-thirds or more of the outstanding shares of Class B Preferred Stock voting together as a single class.

DATED this 27 day of Dec., 2006.

Rick Hughes, President and Secretary

DEAN HELLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Certificate of Designation
(PURSUANT TO NRS 78.1955)

Filed in the office of
Dean Heller
Dean Heller
Secretary of State
State of Nevada

Document Number
20050207543-68
Filing Date and Time
06/03/2005 9:32 AM
Entity Number
C10184-1998

Important: Read attached instructions before completing form.

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Designation
For Nevada Profit Corporations
(Pursuant to NRS 78.1955)

1. Name of corporation: U.S. Wireless Online, Inc.

2. By resolution of the board of directors pursuant to a provision in the articles of incorporation, this certificate establishes the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock:
CLASS A PREFERRED STOCK
5,000,000 Shares $.001 par Value
See ATTACHED

3. Effective date of filing (optional): _____
(must be no later than 90 days after the certificate is filed)

4. Officer Signature: _____

Filing Fee: $175.00

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees. See attached fee schedule.

U.S. WIRELESS ONLINE, INC.

CERTIFICATE OF DESIGNATION OF CLASS A PREFERRED STOCK

Nevada Revised Statutes Section 78.1955

The undersigned, being the President and the Secretary of U.S. Wireless Online, Inc., a Nevada corporation (the "Corporation"), certify that the Board of Directors of the Corporation, pursuant to the authority granted in Article IV of the Corporation's Articles of Incorporation, as amended, has adopted a resolution establishing a series consisting of 5,000,000 par value $0.001 of the Corporation's authorized preferred stock designated as Class A Preferred Stock (the "Class A Preferred Stock") and has prescribed the following voting powers, designations, preferences, limitations, restrictions and relative rights of the Class A Preferred Stock:

A. **Liquidation rights**. The holders of the Class A Preferred Stock shall have liquidation rights as follows (the "Liquidation Rights"):

1. In the event of any liquidation, dissolution or winding up of the Company, holders of shares of Class A Preferred Stock are entitled to receive, out of legally available assets, an amount equal to $13,200,000.00, and no more, before any payment or distribution is made to the holders of Common Stock or any series or class of the Company's stock hereafter issued that ranks junior as to liquidation rights to the Class A Preferred Stock. But the holders of Class A Preferred Stock will not be entitled to receive the liquidation preference of such shares until the liquidation preferences of any series or class of the Company's stock hereafter issued that ranks senior as to liquidation rights to the Class A Preferred Stock (" senior liquidation stock) has been paid in full. The holders of Class A Preferred Stock and all other series or classes of the Company's stock hereafter issued that rank on a parity as to liquidation rights with the Class A Preferred Stock are entitled to share ratably, in accordance with the respective preferential amounts payable on such stock, in any distribution (after payment of the liquidation preference of the senior liquidation stock) which is not sufficient to pay in full the aggregate of the amounts payable thereon. After payment in full of the liquidation preference of the shares of Class A Preferred Stock, the holders of such shares will not be entitled to any further participation in any distribution of assets by the Company.

2. For the purposes of this Section A, a liquidation event shall mean the ceasing of operations for the Company and any corresponding sale or transfer of assets for the benefit of creditors and shareholders. Neither a consolidation, merger or other business combination of the Company with or into another corporation or other entity nor a sale or transfer of all or part of the Company's assets for cash,

securities or other property will be considered a liquidation, dissolution or winding upon the Company.

B. **Optional Conversion**. The holders of the Class A Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

1. Right to Convert. Following one year of issuance, each holder of Class A Preferred Stock of the Corporation shall be entitled to convert the shares of Class A Preferred Stock held by such holder, at such holder's option, at any time into that number of validly issued fully-paid and non-assessable shares of the Corporation's Common Stock determined as follows: Each share of Class A Preferred Stock so surrendered for conversion shall be converted into ten (10) shares of Common Stock for each share of Class A Preferred Stock converted. Notwithstanding the foregoing, in the event of a consolidation, merger or other business combination of the Company with or into another corporation or other entity or a sale or transfer of all or part of the Company's assets for cash, securities or other property, each holder of Class A Preferred Stock shall be entitled to convert the shares of Class A Preferred Stock held by such holder, at such holder's option, into that number of fully-paid and non-assessable shares of the Corporation's Common Stock determined as follows: Each share of Class A Preferred Stock so surrendered for conversion shall be converted into ten (10) shares of Common Stock for each share of Class A Preferred Stock converted.

2. Mechanics of Conversion. In order to convert Class A Preferred Stock into full shares of Common Stock, the holder shall surrender the certificate or certificates therefore, duly endorsed, in blank or accompanied by proper instruments of transfer (or, in the event a certificate has been lost, stolen, or destroyed, an affidavit as to that fact), by either overnight courier or 2-day courier, or in person to the office of the Corporation or of any transfer agent for its Common Stock, and shall give concurrent written notice to the Corporation at such office that he elects to convert the same, the number of shares of Class A Preferred Stock to be converted and the notice sent to the Corporation's principal offices via facsimile; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless either the certificates evidencing such shares of Class A Preferred Stock are delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to evidence such loss and to indemnify the Corporation from any loss incurred by it in connection with such certificates.

   The Corporation shall deliver as soon as reasonably practicable after delivery to the Corporation of such certificates, or after such agreement and indemnification, to such holder of Class A Preferred Stock at the address of the holder on the stock books of the Corporation, a certificate or certificates for the number of shares of Common Stock to which the holder shall be entitled as aforesaid. The date on

which notice of conversion is given (the "Conversion Date") shall be deemed to be the date set forth in such notice of conversion provided that delivery and advance facsimile notice is made as provided above and that the original shares of Class A Preferred Stock to be converted are received by the transfer agent or the Corporation within ten (10) business days thereafter, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date. If the original shares of Class A Preferred Stock to be converted are not received by the transfer agent or the Corporation within ten (10) business days after the Conversion Date, the notice of conversion shall be deemed null and void.

3. No fractional shares of Common Stock or scrip representing fractional shares shall be issued upon the conversion of shares of Class A Preferred Stock. Instead of any fractional shares of Common Stock which would otherwise be issuable upon conversion of Class A Preferred Stock, the Corporation shall pay to the holder of the shares of Class A Preferred Stock which were converted a cash adjustment in respect of the fractional shares in an amount equal to the same fraction of the fair market value price per share of the Common Stock (as determined in a reasonable manner prescribed by the Board of Directors) at the close of business on the Conversion Date. The determination as to whether or not any fractional shares are issuable shall be based upon the total number of shares of Class A Preferred Stock being converted at any one time by any one holder thereof, not upon each share of Class A Preferred Stock being converted.

C. **Corporate Change**. The Conversion Rate shall be appropriately adjusted to reflect, as deemed equitable and appropriate by the Board of Directors of the Corporation, any stock dividend, stock split or share combination of the Common Stock or any distribution of a material portion of the Corporation's assets to the holders of Common Stock. Such decisions by the Board of Directors shall be by simple majority vote but shall require, in those majorities, at least two of the Directors seated through the AIR2LAN, Inc. Asset Purchase Agreement.

D. **Mandatory Conversion.** After two years of issuance, the Corporation shall convert this Class A Preferred Stock into 10 shares of Common Stock for each share of Class A Preferred Stock. In the event of a merger, reorganization, recapitalization or similar event of or with respect to the Corporation (other than a Corporate Change in which the Corporation is the surviving entity), this Class A Preferred Stock shall be converted into 10 shares of Common Stock for each share of Class A Preferred Stock converted as may be adjusted pursuant to Section C, above.

E. **Dividends.** The Holders of the Class A Preferred Stock shall not be entitled to any dividends but shall entitled to participate on an "as converted" basis with the common shareholders if a dividend is declared for the common stock..

F. **Voting Rights**. In addition to the matters specifically set forth herein or as otherwise set forth by law in which the holders of Series A Preferred Stock vote separately as a class, the Holders of the Class A Preferred Stock shall have ten (10) votes for every share of Class A Preferred Stock held and shall be entitled to vote on any and all matters brought to a vote of shareholders of Common Stock. Holders of Class A Preferred Stock shall be entitled to notice of all shareholder meetings or written consents with respect to which they would be entitled to vote, which notice would be provided pursuant to the Corporation's Bylaws and applicable statutes.

G. **Protective Provisions**. So long as shares of Class A Preferred Stock are outstanding, the Corporation shall not without first obtaining the approval (by voting or written consent, as provided by Nevada law) of the holders of at least a majority of the then outstanding shares of Class A Preferred Stock:

1. alter or change the rights, preferences or privileges of the shares of Class A Preferred Stock so as to affect adversely the Class A Preferred Stock;

2. do any act or thing not authorized or contemplated by this Designation which would result in taxation of the holders of shares of the Class A Preferred Stock under Section 305 of the Internal Revenue Code of 1986, as amended (or any comparable provision of the Internal Revenue Code as hereafter from time to time amended).

H. **Status of Converted Stock**. Upon the conversion of the Class A Preferred Stock the shares so converted shall be cancelled, shall return to the status of authorized but unissued preferred stock of no designated class or series, and shall not be issuable by the Corporation as Class A Preferred Stock.

I. **Reservation of Stock Issuable Upon Conversion**. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Class A Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Class A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Class A Preferred Stock, in addition to such other remedies as shall be available to the holder of the Class A Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to these provisions.

J. **Transfer Restrictions.** The Class A Preferred Stock may not be transferred without written approval from the Corporation and such approval shall not be unreasonably withheld.

K. **Preference Rights**. Nothing contained herein shall be construed to prevent the Board of Directors of the Corporation from issuing one or more series of preferred stock with such preferences as may be determined by the Board of Directors, in its discretion, subject to Section G.

L. **Amendments**. Subject to Paragraph G above, the designation, number of, and voting powers, designations, preferences, limitations, restrictions and relative rights of the Class A Preferred Stock may be amended by a resolution of the Board of Directors.

DATED this 24th day of February 2005.

Rick Hughes, President and Secretary

BY-LAWS

OF

US WIRELESS ONLINE INC

A Nevada Corporation

ARTICLE I – BUSINESS AND PURPOSE

The Corporation is established to engage in any lawful business or enterprise. By way of example and without limitation the Corporation may engage in financial and asset management and consulting services to individuals, businesses, associations, partnerships, trusts, and other entities.

In the performance of its business the Corporation shall have all powers granted by the general Corporation laws of the state of Nevada. Specifically, and without limitation, the Corporation shall have the power to engage generally in any and all phases of the business of owning, holding, managing, controlling, acquiring, purchasing, disposing of, or otherwise dealing in or with any interest or rights in any real or personal property. The foregoing shall specifically include the power to invest and trade in the securities markets including without limitation the right to buy, sell, trade, barter, or otherwise exchange, acquire and dispose of stocks, bonds, commodities, futures, options, puts, calls (including naked puts and calls) or other vehicles of public or private companies, mutual funds or other entities, whether such be for the Corporation's own account or on the account of a customer or client of the Corporation; where the Corporation engages in such activities on behalf of a client or customer, said transactions may be conducted through banking or brokerage accounts in the Corporation's own name or in the name of said client or customer. The business and purpose shall include the conducting and engaging in such activities as is necessary or useful in connection with the foregoing.

ARTICLE II - OFFICES

The registered office of the Corporation in the State of Nevada shall be located in the city of Henderson, State of Nevada. The Corporation may also maintain offices at such other places within or without the State of Nevada as the Board of Directors may, from time to time, determine.

ARTICLE III - MEETING OF SHAREHOLDERS

Section 1 - Annual Meetings:

The annual meeting of the shareholders of the Corporation shall be held in December of each year at such date, time and location as shall be determined, from time to time, by the Directors.

Section 2 - Special Meetings:

Special meetings of the shareholders may be called by the Board of Directors or President of the Corporation and shall be held at such date, time and location as shall be determined, from time to time, by the Board of Directors or officer calling said meeting.

Section 3 - Place of Meetings:

Meetings of shareholders shall be held at the registered office of the Corporation, or at such other places, within or without the State of Nevada as the Directors may from time to time fix. If no designation is made, the meeting shall be held at the Corporation's registered office in the State of Nevada.

Section 4 - Notice of Meetings:

(a) Written or printed notice of each meeting of shareholders, whether annual or special, signed by the president, vice president or secretary, stating the time when and place where it is to be held, as well as the purpose or purposes for which the meeting is called, shall be served either personally or by mail, by or at the direction of the president, the secretary, or the officer or the person calling the meeting, not less than ten (10) nor more than thirty (30) days before the date of the meeting, unless the lapse of the prescribed time shall have been waived before or after the taking of such action, upon each shareholder of record entitled to vote at such meeting, and to any other shareholder to whom the giving of notice may be required by law. If mailed, such notice shall be deemed to be given when deposited in the United States mail, addressed to the shareholder as it appears on the share transfer records of the Corporation or to the current address, which a shareholder has delivered to the Corporation in a written notice.

(b) Further notice to a shareholder is not required when notice of two consecutive annual meetings, and all notices of meetings or of the taking of action by written consent without a meeting to him or her during the period between those two consecutive annual meetings; or all, and at least two payments sent by first-class mail of dividends or interest on securities during a 12-month period have been mailed addressed to him or her at his or her address as shown on the records of the Corporation and have been returned undeliverable.

ARTICLE III - MEETING OF SHAREHOLDERS

Section 1 - Annual Meetings:

The annual meeting of the shareholders of the Corporation shall be held in December of each year at such date, time and location as shall be determined, from time to time, by the Directors.

Section 2 - Special Meetings:

Special meetings of the shareholders may be called by the Board of Directors or President of the Corporation and shall be held at such date, time and location as shall be determined, from time to time, by the Board of Directors or officer calling said meeting.

Section 3 - Place of Meetings:

Meetings of shareholders shall be held at the registered office of the Corporation, or at such other places, within or without the State of Nevada as the Directors may from time to time fix. If no designation is made, the meeting shall be held at the Corporation's registered office in the State of Nevada.

Section 4 - Notice of Meetings:

(a) Written or printed notice of each meeting of shareholders, whether annual or special, signed by the president, vice president or secretary, stating the time when and place where it is to be held, as well as the purpose or purposes for which the meeting is called, shall be served either personally or by mail, by or at the direction of the president, the secretary, or the officer or the person calling the meeting, not less than ten (10) nor more than thirty (30) days before the date of the meeting, unless the lapse of the prescribed time shall have been waived before or after the taking of such action, upon each shareholder of record entitled to vote at such meeting, and to any other shareholder to whom the giving of notice may be required by law. If mailed, such notice shall be deemed to be given when deposited in the United States mail, addressed to the shareholder as it appears on the share transfer records of the Corporation or to the current address, which a shareholder has delivered to the Corporation in a written notice.

(b) Further notice to a shareholder is not required when notice of two consecutive annual meetings, and all notices of meetings or of the taking of action by written consent without a meeting to him or her during the period between those two consecutive annual meetings; or all, and at least two payments sent by first-class mail of dividends or interest on securities during a 12-month period have been mailed addressed to him or her at his or her address as shown on the records of the Corporation and have been returned undeliverable.

Section 5 - Quorum:

(a) Except as otherwise provided herein, or by law, or in the Articles of Incorporation (such Articles and any amendments thereof being hereinafter collectively referred to as the "Articles of Incorporation"), a quorum shall be present at all meetings of shareholders of the Corporation, if the holders of a majority of the shares entitled to vote on that matter are represented at the meeting in person or by proxy.

(b) The subsequent withdrawal of any shareholder from the meeting, after the commencement of a meeting, or the refusal of any shareholder represented in person or by proxy to vote, shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

(c) Despite the absence of a quorum at any meeting of shareholders, the shareholders present may adjourn the meeting.

Section 6 - Voting and Acting:

(a) Except as otherwise provided by law, the Articles of Incorporation, or these By-laws, any corporate action, the affirmative vote of the majority of shares entitled to vote on that matter and represented either in person or by proxy at a meeting of shareholders at which a quorum is present, shall be the act of the shareholders of the Corporation.

(b) Except as otherwise provided by statute, the Certificate of Incorporation, or these By-laws, at each meeting of shareholders, each shareholder of the Corporation entitled to vote thereat, shall be entitled to one vote for each share registered in his name on the books of the Corporation.

(c) Where appropriate communication facilities are reasonably available, any or all shareholders shall have the right to participate in any shareholders' meeting, by means of conference telephone or any means of communications by which all persons participating in the meeting are able to hear each other.

Section 7 - Proxies:

Each shareholder entitled to vote or to express consent or dissent without a meeting, may do so either in person or by proxy, so long as such proxy is executed in writing by the shareholder himself, his authorized officer, director, employee or agent or by causing the signature of the stockholder to be affixed to the writing by any reasonable means, including, but not limited to, a facsimile signature, or by his attorney-in-fact annexed thereto and duly authorized in writing. Every proxy shall be revocable at will unless the proxy conspicuously states that it is irrevocable and the proxy is coupled with an interest. A telegram, telex, cablegram, or similar transmission by the shareholder, or a photographic, photo static, facsimile, shall be treated as a valid proxy, and treated as a substitution of the original proxy, so long as such transmission is a complete reproduction executed by the shareholder. If it is determined that the telegram, cablegram or other electronic transmission is valid, the persons appointed by the Corporation to count the votes of shareholders and determine the validity of proxies and ballots or other persons making those determinations must specify the information upon which they relied. No proxy

shall be valid after the expiration of six months from the date of its execution, unless otherwise provided in the proxy. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Corporation. If any shareholder designates two or more persons to act as proxies, a majority of those persons present at the meeting, or, if one is present, then that one has and may exercise all of the powers conferred by the shareholder upon all of the persons so designated unless the shareholder provides otherwise.

Section 8 - Action Without a Meeting:

Unless otherwise provided for in the Articles of Incorporation of the Corporation, any action to be taken at any annual or special shareholders' meeting, may be taken without a meeting, without prior notice and without a vote if written consents are signed by a majority of the shareholders of the Corporation, except however if a different proportion of voting power is required by law, the Articles of Incorporation or these By-laws, than that proportion of written consents is required. Such written consents must be filed with the minutes of the proceedings of the shareholders of the Corporation. Any meeting required or authorized to be held by these articles may be conducted by means of a telephone conference, or similar method of communication by which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

ARTICLE IV - BOARD OF DIRECTORS

Section 1 - Number, Term, Election and Qualifications:

(a) The first Board of Directors and all subsequent Boards of the Corporation shall consist of one (1) individual, unless and until otherwise determined by vote of a majority of the entire Board of Directors. The Board of Directors or shareholders all have the power, in the interim between annual and special meetings of the shareholders, to increase or decrease the number of Directors of the Corporation. A Director need not be a shareholder of the Corporation unless the Certificate of Incorporation of the Corporation or these By-laws so require.

(b) Except as may otherwise be provided herein or in the Articles of Incorporation, the members of the Board of Directors of the Corporation shall be elected at the first annual shareholders' meeting and at each annual meeting thereafter, unless their terms are staggered in the Articles of Incorporation of the Corporation or these By-laws, by a plurality of the votes cast at a meeting of shareholders, by the holders of shares entitled to vote in the election.

(c) The first Board of Directors shall hold office until the first annual meeting of shareholders and until their successors have been duly elected and qualified or until there is a decrease in the number of Directors. Thereafter, Directors will be elected at the annual meeting of shareholders and shall hold office until the annual meeting of the shareholders next succeeding his election, unless their terms are staggered in the Articles of Incorporation of the Corporation (so long as at least one-fourth (¼) in number of the Directors of the Corporation are elected at each annual shareholders' meeting) or these By-

laws, or until his prior death, resignation or removal. Any Director may resign at any time upon written notice of such resignation to the Corporation.

(d) All Directors of the Corporation shall have equal voting power unless the Articles of Incorporation of the Corporation provide that the voting power of individual Directors or classes of Directors are greater than or less than that of any other individual Directors or classes of Directors, and the different voting powers may be stated in the Articles of Incorporation or may be dependent upon any fact or event that may be ascertained outside the Articles of Incorporation if the manner in which the fact or event may operate on those voting powers is stated in the Articles of Incorporation. If the Articles of Incorporation provide that any Directors have voting power greater than or less than other Directors of the Corporation, every reference in these By-laws to a majority or other proportion of Directors shall be deemed to refer to majority or other proportion of the voting power of all the Directors or classes of Directors, as may be required by the Articles of Incorporation.

Section 2 - Duties and Powers:

The Board of Directors shall be responsible for the control and management of the business and affairs, property and interests of the Corporation, and may exercise all powers of the Corporation, except such as those stated under Nevada state law, are in the Articles of Incorporation or by these By-laws, expressly conferred upon or reserved to the shareholders or any other person or persons named therein. The board shall be responsible for making all major and significant legal, tax, and financial decisions including but limited to the following:

(a) Opening bank and brokerage accounts and establishing lines of credit, margin accounts, and other borrowing authority;

(b) Establishing written employment agreements and contractor agreements for a duration in excess of one (1) year, or where the amount to be paid hereunder exceeds $100,000 or where any portion of the compensation is based in any manner upon the Corporation's profitability or financial performance;

(c) Amendments to the Articles of Incorporation or By-laws;

(d) Shareholder agreement, voting trusts or proxies to which the Corporation is a party;

(e) Tax elections, including but not limited to the election for sub-chapter S, section 475, or otherwise;

(f) The purchase or sale of a business or significant interest therein;

(g) The purchase, sale, lease, or donation of property (real or personal, tangible or intangible) used in the operation of the business, including but not limited to office buildings/space, computer systems, vehicles, patents, trademarks, or copyrights;

(h) Reorganizations, merges and acquisitions;

(i) Loans, refinancing, and issuance of bonds;

(j) Declaration of dividends; stock splits; stock issuance; redemption or retirement of corporate shares;

(k) Liquidation or dissolution of the Corporation;

(l) The establishment, termination, increase or decrease in employee benefit plans including but not limited to pension and profit sharing plans; life, health medical, and dental insurance plans; child care plans; educational plans; or others;

(m) The initiation, defense, settlement, compromise, or termination of lawsuits and claims;

(n) Indemnification of Directors, Officers, or others;

(o) Change of Registered Agent or Registered Office;

(p) Filling vacancies on the Board of Directors or Officers;

(q) Establishing and terminating committees; appointing and removing members from committees;

(r) Salary and compensation matters pertaining to corporate officers;

(s) Ratification of prior corporate acts by Directors and Officers.

Section 3 - Regular Meetings; Notice:

(a) A regular meeting of the Board of Directors shall be held either within or without the State of Nevada at such time and at such place as the Board shall fix.

(b) No notice shall be required of any regular meeting of the Board of Directors and, if given, need not specify the purpose of the meeting; provided, however, that in case the Board of Directors shall fix or change the time or place of any regular meeting when such time and place was fixed before such change, notice of such action shall be given to each director who shall not have been present at the meeting at which such action was taken within the time limited, and in the manner set forth in these By-laws with respect to special meetings, unless such notice shall be waived in the manner set forth in these By-laws.

Section 4 - Special Meetings; Notice:

(a) Special meetings of the Board of Directors shall be held at such time and place as may be specified in the respective notices or waivers of notice thereof.

(b) Except as otherwise required by statute, written notice of special meetings shall be mailed directly to each Director, addressed to him at his residence or usual place of business, or delivered orally, with sufficient time for the convenient assembly of Directors thereat, or shall be sent to him at such place by telegram, radio or cable, or shall be delivered to him personally or given to him orally, not later than the day before the day on which the meeting is to be held. If mailed, the notice of any special meeting shall be deemed to be delivered on the second day after it is deposited in the United States mails, so addressed, with postage prepaid. If notice is given by telegram, it shall be deemed to be delivered when the telegram is delivered to the telegraph company. A notice, or waiver of notice, except as required by these By-laws, need not specify the business to be transacted at or the purpose or purposes of the meeting.

(c) Notice of any special meeting shall not be required to be given to any Director who shall attend such meeting without protesting prior thereto or at its commencement, the lack of notice to him, or who submits a signed waiver of notice, whether before or after the meeting. Notice of any adjourned meeting shall not be required to be given.

Section 5 - Chairperson:

The Chairperson of the Board, if any and if present, shall preside at all meetings of the Board of Directors. If there shall be no Chairperson, or he or she shall be absent, then the President shall preside, and in his absence, any other director chosen by the Board of Directors shall preside.

Section 6 - Quorum and Adjournments:

(a) At all meetings of the Board of Directors, or any committee thereof, the presence of a majority of the entire Board, or such committee thereof, shall constitute a quorum for the transaction of business, except as otherwise provided by law, by the Certificate of Incorporation, or these By-laws.

(b) A majority of the directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, whether or not a quorum exists. Notice of such adjourned meeting shall be given to Directors not present at time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors who were present at the adjourned meeting.

Section 7 - Manner of Acting:

(a) At all meetings of the Board of Directors, each director present shall have one vote, irrespective of the number of shares of stock, if any, which he may hold.

(b) Except as otherwise provided by law, by the Articles of Incorporation, or these By-laws, action approved by a majority of the votes of the Directors present at any meeting of the Board or any committee thereof, at which a quorum is present shall be the act of the Board of Directors or any committee thereof.

(c) Any action authorized in writing made prior or subsequent to such action, by all of the Directors entitled to vote thereon and filed with the minutes of the Corporation shall be the act of the Board of Directors, or any committee thereof, and have the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board or committee for all purposes.

(d) Where appropriate communications facilities are reasonably available, any or all directors shall have the right to participate in any Board of Directors meeting, or a committee of the Board of Directors meeting, by means of conference telephone or any means of communications by which all persons participating in the meeting are able to hear each other.

Section 8 - Vacancies:

(a) Unless otherwise provided for by the Articles of Incorporation of the Corporation, any vacancy in the Board of Directors occurring by reason of an increase in the number of directors, or by reason of the death, resignation, disqualification, removal or inability to act of any director, or other cause, shall be filled by an affirmative vote of a majority of the remaining directors, though less than a quorum of the Board or by a sole remaining Director, at any regular meeting or special meeting of the Board of Directors called for that purpose except whenever the shareholders of any class or classes or series thereof are entitled to elect one or more Directors by the Certificate of Incorporation of the Corporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of the Directors elected by such class or classes or series thereof then in office, or by a sole remaining Director so elected.

(b) Unless otherwise provided for by law, the Articles of Incorporation or these By-laws, when one or more Directors shall resign from the board and such resignation is effective at a future date, a majority of the directors, then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote otherwise to take effect when such resignation or resignations shall become effective.

Section 9 - Resignation:

A Director may resign at any time by giving written notice of such resignation to the Corporation.

Section 10 - Removal:

Unless otherwise provided for by the Articles of Incorporation, one or more or all the Directors of the Corporation may be removed with or without cause at any time by a vote of two-thirds of the shareholders entitled to vote thereon, at a special meeting of the shareholders called for that purpose, unless the Articles of Incorporation provide that Directors may only be removed for

cause, provided however, such Director shall not be removed if the Corporation states in its Articles of Incorporation that its Directors shall be elected by cumulative voting and there are a sufficient number of shares cast against his or her removal, which if cumulatively voted at an election of Directors would be sufficient to elect him or her. If a Director was elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove that Director.

Section 11 - Compensation:

The Board of Directors may authorize and establish reasonable compensation of the Directors for services to the Corporation as Directors, including, but not limited to attendance at any annual or special meeting of the Board.

Section 12 - Committees:

Unless otherwise provided for by the Articles of Incorporation of the Corporation, the Board of Directors, may from time to time designate from among its members one or more committees, and alternate members thereof, as they deem desirable, each consisting of one or more members, with such powers and authority (to the extent permitted by law and these By-laws) as may be provided in such resolution. Unless the Articles of Incorporation or By-laws state otherwise, the Board of Directors may appoint natural persons who are not Directors to serve on such committees authorized herein. Each such committee shall serve at the pleasure of the Board and, unless otherwise stated by law, the Certificate of Incorporation of the Corporation or these By-laws, shall be governed by the rules and regulations stated herein regarding the Board of Directors. Any meeting required or authorized to be held by this article may be conducted by means of a telephone conference, or similar method of communication by which all persons participating in this meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

ARTICLE V - OFFICERS

Section 1 - Number, Qualifications, Election and Term of Office:

(a) The Corporation's officers shall have such titles and duties as shall be stated in these By-laws or in a resolution of the Board of Directors which is not inconsistent with these By-laws. The officers of the Corporation shall consist of a president, secretary and treasurer, and also may have one or more vice presidents, assistant secretaries and assistant treasurers and such other officers as the Board of Directors may from time to time deem advisable. Any officer may hold two or more offices in the Corporation.

(b) The officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of shareholders.

(c) Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his election, and until his successor shall have been duly elected and qualified, subject to earlier termination by his or her death, resignation or removal.

Section 2 – Designation of Officers:

(a) *Chairman of the Board* – The Chairman of the Board shall preside at the meetings of the stockholders and the Board of Directors, and shall see that all orders and resolutions of the Board of Directors are carried into effect.

(b) *President* – The President shall be the chief executive officer of the Corporation and shall have active management of the business of the Corporation. He shall execute on behalf of the Corporation all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the Corporation.

(c) *Secretary* – The Secretary shall act under the direction of the President and shall have custody of and maintain all corporate records except the financial records. He shall authenticate all non-financial records and documents of the Corporation. Subject to the direction of the President he shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all annual and special meetings of the stockholders and Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

(d) *Treasurer* – The Treasurer shall act under the direction of the President. Subject to the direction of the President, he shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. He shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the President of the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as the Treasurer and of the financial condition of the Corporation.

Section 3 - Resignation:

Any officer may resign at any time by giving written notice of such resignation to the Corporation.

Section 4 - Removal:

Any officer elected by the Board of Directors may be removed, either with or without cause, and a successor elected by the Board at any time, and any officer or assistant officer, if appointed by another officer, may likewise be removed by such officer.

Section 5 - Vacancies:

A vacancy, however caused, occurring in the Board and any newly created Directorships resulting from an increase in the authorized number of Directors may be filled by the Board of Directors.

Section 6 - Bonds:

The Corporation may require any or all of its officers or Agents to post a bond, or otherwise, to the Corporation for the faithful performance of their positions or duties.

Section 7 - Compensation:

The compensation of the officers of the Corporation shall be fixed from time to time by the Board of Directors. Any meeting required or authorized to be held by this article may be conducted by means of a telephone conference, or similar method of communication by which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

ARTICLE VI – BOOKS AND RECORDS

Section 1 – Books and Records:

The Corporation shall keep as permanent records the minutes of all meetings of its shareholders and Board of Directors; a record of all actions taken by the shareholders or Board of Directors without a meeting; and, a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the above named Corporation. The Corporation shall also continuously maintain accurate accounting records. Furthermore, the above named Corporation shall maintain the following:

(a) A record of its shareholders in a form that permits preparation of a list of the names and addresses of all shareholders in alphabetical order by class of shares showing the number and series of shares held by each;

(b) The Corporation's Articles or Restated Articles of Incorporation and all amendments thereto currently in effect;

(c) The Corporation's By-laws or Restated By-laws and all amendments thereto currently in effect;

(d) Resolutions adopted by the Board of Directors creating one or more classes or series of shares and fixing their relative rights, preferences and limitations if shares issued pursuant to those resolutions are outstanding;

(e) The minutes of all shareholders' meetings and records of all actions taken by shareholders without a meeting including the financial statements furnished to shareholders as may be required under Nevada law;

(f) A list of the names and business street addresses of the Corporation's current directors and officers; and

(g) A copy of the above named Corporation's most recent annual report delivered to the Department of State.

Any books, records and minutes may be in written form or in any other form capable of being converted into written form.

Section 2 – Shareholder's Inspection Rights:

A shareholder of the Corporation (including a beneficial owner whose shares are held in a voting trust or a nominee on behalf of a beneficial owner) may inspect and copy, during regular business hours at the Corporation's principal office, any of the corporate records required to be kept pursuant to Section 1 above, of these By-laws, or the Articles of Incorporation, or as may be required by law, if said shareholder gives the above named Corporation written notice of such demand at least five (5) business days before the date on which the shareholder wishes to inspect and copy. The foregoing right of inspection is subject, however, to such other restrictions as are applicable under Nevada Law, including, but not limited to, the inspection of certain records being permitted only if the demand for inspection is made in good faith and for a proper purpose (as well as the shareholder describing with reasonable particularity the purpose and records desired to be inspected and such records are directly connected with the purpose). Notice as required herein shall be directed to the Secretary of the Corporation.

Section 3 – Financial Information:

Unless modified by resolution of the shareholders within 120 days of the close of each fiscal year, the Corporation shall furnish the shareholders annual financial statements which may be consolidated or combined statements of the Corporation and one or more of its subsidiaries as appropriate, that include a balance sheet as of the end of the fiscal year, an income statement for that year, and a statement of cash flow for that year. If financial statements are prepared on the basis of generally accepted accounting principles, the annual financial statements must also be prepared on that basis. If the annual financial statements are reported on by a public accountant, said accountant's report shall accompany said statements. If said annual financial statements are not reported on by a public accountant, then the statements shall be accompanied by a statement of the president or other person responsible for the above named Corporation's accounting records (a) stating his reasonable belief whether the statements were prepared on the basis of generally accepted accounting principles and if not, describing the basis of preparation; and (b) describing any respects in which the statements were not prepared on a basis of accounting consistent with the statements prepared for the preceding year. The annual financial statements shall be mailed to each shareholder of the above named Corporation within 120 days after the close of each fiscal year or within such additional time as is reasonably necessary to enable the above named Corporation to prepare same.

Section 4 – Other Reports to Shareholders:

(a) The Corporation shall report any indemnification or advanced expenses to any director, officer, employee, or agent (for indemnification relating to litigation or threatened litigation) in writing to the shareholders with or before the notice of the next shareholders' meeting, or prior to such meeting if the indemnification or advance occurs after the giving of such notice but prior to the time such meeting is held. Said report shall include a statement specifying the persons paid, the amounts paid, and the nature and status (at the time of such payment) of the litigation or threatened litigation.

(b) Additionally, if the Corporation issues or authorizes the issuance of shares for promises to render services in the future, the above named Corporation shall report in writing to the shareholders the umber of shares authorized or issued and the consideration received by the above named Corporation, with or before the notice of the next shareholders' meeting.

ARTICLE VII - SHARES OF STOCK

Section 1 - Certificate of Stock:

(a) The shares of the Corporation shall be represented by certificates or shall be uncertificated shares.

(b) Certificated shares of the Corporation shall be signed, (either manually or by facsimile), by officers or agents designated by the Corporation for such purposes, and shall certify the number of shares owned by him in the Corporation. Whenever any certificate is countersigned or otherwise authenticated by a transfer agent or transfer clerk, and by a registrar, then a facsimile of the signatures of the officers or agents, the transfer agent or transfer clerk or the registrar of the Corporation may be printed or lithographed upon the certificate in lieu of the actual signatures. If the Corporation uses facsimile signatures of its officers and agents on its stock certificates, it cannot act as registrar of its own stock, but its transfer agent and registrar may be identical if the institution acting in those dual capacities countersigns or otherwise authenticates any stock certificates in both capacities. If any officer who has signed or whose facsimile signature has been placed upon such certificate, shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

(c) If the Corporation issues uncertificated shares as provided for in these By-laws, within a reasonable time after the issuance or transfer of such uncertificated shares, and at least annually thereafter, the Corporation shall send the shareholder a written statement certifying the number of shares owned by such shareholder in the Corporation.

(d) Except as otherwise provided by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of certificates representing shares of the same class and series shall be identical.

Section 2 - Lost or Destroyed Certificates:

The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed if the owner:

(a) so requests before the Corporation has notice that the shares have been acquired by a bona fide purchaser,

(b) files with the Corporation a sufficient indemnity bond; and

(c) satisfies such other requirements, including evidence of such loss, theft or destruction, as may be imposed by the Corporation.

Section 3 - Transfers of Shares:

(a) Transfers or registration of transfers of shares of the Corporation shall be made on the stock transfer books of the Corporation by the registered holder thereof, or by his attorney duly authorized by a written power of attorney; and in the case of shares represented by certificates, only after the surrender to the Corporation of the certificates representing such shares with such shares properly endorsed, with such evidence of the authenticity of such endorsement, transfer, authorization and other matters as the Corporation may reasonably require, and the payment of all stock transfer taxes due thereon.

(b) The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner thereof for all purposes and, accordingly, shall not be bound to recognize any legal, equitable or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

Section 4 - Record Date:

(a) The Board of Directors may fix, in advance, which shall not be more than sixty days before the meeting or action requiring a determination of shareholders, as the record date for the determination of shareholders entitled to receive notice of, or to vote at, any meeting of shareholders, or to consent to any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividends, or allotment of any rights, or for the purpose of any other action. If no record date is fixed, the record date for shareholders entitled to notice of meeting shall be at the close of business on the day preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held, or if notice is waived, at the close of business on the day before the day on which the meeting is held.

(b) The Board of Directors may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted for shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights of shareholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action.

(c). A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting.

Section 5 - Fractions of Shares/Scrip:

The Board of Directors may authorize the issuance of certificates or payment of money for fractions of a share, either represented by a certificate or uncertificated, which shall entitle the holder to exercise voting rights, receive dividends and participate in any assets of the Corporation in the event of liquidation, in proportion to the fractional holdings; or it may authorize the payment in case of the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may authorize the issuance, subject to such conditions as may be permitted by law, of scrip in registered or bearer form over the manual or facsimile signature of an officer or agent of the Corporation or its agent for that purpose, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of shareholder, except as therein provided. The scrip may contain any provisions or conditions that the Corporation deems advisable. If a scrip ceases to be exchangeable for full share certificates, the shares that would otherwise have been issue-able as provided on the scrip are deemed to be treasury shares unless the scrip contains other provisions for their disposition.

ARTICLE VIII - DIVIDENDS

(a) Dividends may be declared and paid out of any funds available therefore, as often, in such amounts, and at such time or times as the Board of Directors may determine and shares may be issued pro rata and without consideration to the Corporation's shareholders or to the shareholders of one or more classes or series.

(b) Shares of one class or series may not be issued as a share dividend to shareholders of another class or series unless:

(i).... so authorized by the Articles of Incorporation;

(ii) a majority of the shareholders of the class or series to be issued approve the issue; or

(iii) there are no outstanding shares of the class or series of shares that are authorized to be issued.

ARTICLE IX - INDEMNIFICATION

Section 1 – Right of Indemnification:

Every person who was or is 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, 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 or for its benefit as a director or officer of another Corporation, or as a representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the General Corporation Law of the State of Nevada from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. The expenses of Officers and Directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the Corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or Officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such Directors, Officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any By-law, agreement, vote of stockholders, provisions of law or otherwise, as well as their rights under this Article.

Section 2 – Insurance for Indemnification:

The Board of Directors may cause the Corporation to purchase and maintain insurance on behalf of any person who 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 the Corporation, or is or was serving at the request of the Corporation as a director or officer of another Corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Corporation would have the power to indemnify such person.

Section 3 – Amendment:

The Board of Directors may from time to time adopt further By-laws with respect to indemnification and may amend these and such By-laws to provide at all times the fullest indemnification permitted by the General Corporation Law of the State of Nevada.

ARTICLE X - FISCAL YEAR

The fiscal year of the Corporation is hereby fixed as the calendar year ending on December 31st. Not withstanding the foregoing the fiscal year shall be subject to change by the Board of Directors from time to time, subject to applicable law.

ARTICLE XI - CORPORATE SEAL

The corporate seal, if any, shall be in such form as shall be prescribed and altered, from time to time, by the Board of Directors. The use of a seal or stamp by the Corporation on corporate documents is not necessary and the lack thereof shall not in any way affect the legality of a corporate document.

ARTICLE XII - AMENDMENTS

Section 1 - By Shareholders:

All By-laws of the Corporation shall be subject to alteration or repeal, and new By-laws may be made, by a majority vote of the shareholders at the time entitled to vote in the election of Directors even though these By-laws may also be altered, amended or repealed by the Board of Directors.

Section 2 - By Directors:

The Board of Directors shall have power to make, adopt, alter, amend and repeal, from time to time, By-laws of the Corporation.

ARTICLE XIII - WAIVER OF NOTICE:

Whenever any notice is required to be given by law, the Articles of Incorporation or these By-laws, a written waiver signed by the person or persons entitled to such notice, whether before or after the meeting by any person, shall constitute a waiver of notice of such meeting.

ARTICLE XIV - INTERESTED DIRECTORS AND OFFICERS:

No contract or transaction shall be void or voidable if such contract or transaction is between the Corporation and one or more of its Directors or Officers, or between the Corporation and any other Corporation, partnership, association, or other organization in which one or more of its Directors or Officers, are directors or officers, or have a financial interest, when such Director or Officer is present at or participates in the meeting of the Board, or the committee of the shareholders which authorizes the contract or transaction or his, her or their votes are counted for such purpose, if:

(a). the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee and are noted in the minutes of such meeting, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or

(b). the material facts as to his, her or their relationship or relationships or interest or interests and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the shareholders; or

(c). the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee of the shareholders; or

(d). the fact of the common directorship, office or financial interest is not disclosed or known to the Director or Officer at the time the transaction is brought before the Board of Directors of the Corporation for such action.

Such interested Directors may be counted when determining the presence of a quorum at the Board of Directors' or committee meeting authorizing the contract or transaction.

ARTICLE XV - ANNUAL LIST OF OFFICERS, DIRECTORS AND REGISTERED AGENT:

The Corporation shall, within sixty days after the filing of its Articles of Incorporation with the Secretary of State, and annually thereafter on or before the last day of the month in which the anniversary date of incorporation occurs each year, file with the Secretary of State a list of its president, secretary and treasurer and all of its Directors, along with the post office box or street address, either residence or business, and a designation of its resident agent in the state of Nevada. Such list shall be certified by an officer of the Corporation.

APPROVED AND ADOPTED on NOVEMBER 19, 2010

SEAL

Carol Robichaud, Secretary

CERTIFICATE OF SECRETARY

I, the undersigned, the duly elected Secretary of US Wireless Online Inc, a Nevada Corporation, do hereby certify:

That the foregoing Bylaws were adopted as the Bylaws of the Corporation by the Board of Directors of the Corporation on "Date", and that the same do now constitute the Bylaws of the Corporation.

IN WITNESS WHEREOF, I have subscribed my name as of the date written below.

Dated: NOVEMBER 19, 2010

Carol Robichaud, Secretary