

Hire International, Inc.

Formerly known as Talent Alliance, Inc.

And Subsidiaries

2010 Annual Report

Unaudited Consolidated Comparative
Financial Statements

And

Management Discussion and Analysis

For the Year Ending

December 31, 2010

Hire International, Inc.

Formerly known as Talent Alliance, Inc.

And Subsidiaries

Unaudited Consolidated Comparative Financial Statements

For the Years Ending

December 31, 2010 and December 31, 2009

500 N. Capital of Texas Hwy, Bldg 3, 2nd Floor

Austin, Texas 78746

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433532 108

(CUSIP)

Trading Symbol: TLAN.PK

Certification

The accompanying unaudited consolidated financial statements of Hire International, Inc and subsidiaries have been prepared in accordance with accounting principles generally accepted in the United States of America. They do not include all information and footnotes required by generally accepted accounting principles. In the opinion of management, the accompanying financial statements, and the notes thereto, represent a fair presentation of the financial position and results of the Company at December 31, 2010 and December 31, 2009 and the results of operations for the 12-month period(s) ending December 31, 2010 and December 31, 2009. The consolidated financial statements notes thereto should be read in conjunction with these financial statements, accordingly these financial statements were not designed to be used without such notes.

/s/ Jeremy G. Stobie 03/27/2011

Chief Executive Officer

HIRE INTERNATIONAL INC. (Parent & Subsidiaries)
COMPARATIVE CONSOLIDATED BALANCE SHEET
DECEMBER 31, 2010 AND DECEMBER 31, 2009

Unaudited

ASSETS

	December 31, 2010	December 31, 2009
CURRENT ASSETS:		
Cash and Marketable Securities	54,129.54	4,345.62
Accounts receivable, net of allowances	348,183.04	375,452.34
Other current assets	21,040.82	2,540.82
Total current assets	<u>423,353.40</u>	<u>382,338.78</u>
PROPERTY AND EQUIPMENT, net	5,192.04	19,357.33
INTANGIBLE ASSETS, net	298,328.19	361,932.19
GOODWILL	1,350,926.00	1,350,926.00
OTHER ASSETS	232,884.00	64,884.00
TOTAL ASSETS	<u><u>2,310,683.63</u></u>	<u><u>2,179,438.30</u></u>

LIABILITIES

CURRENT LIABILITIES:		
Accounts payable	82,346.80	106,081.46
Accrued liabilities	124,280.70	1,011.49
Other current liabilities	14,586.32	33,420.95
Total current liabilities	<u>221,213.82</u>	<u>140,513.90</u>
LONG-TERM LIABILITIES:		
Bank debt	555,727.41	613,062.71
Notes Payable	93,235.00	-
Notes Payable, Stockholders	188,378.21	163,415.32
Notes Payable, Stockholders (Convertible)	-	548,186.53
Other liabilities	48,736.85	92,845.00
Total Long-term liabilities	<u>886,077.47</u>	<u>1,417,509.56</u>
TOTAL LIABILITIES	1,107,291.29	1,558,023.46
<u>STOCKHOLDERS' EQUITY</u>	1,203,392.34	621,414.84
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	<u><u>2,310,683.63</u></u>	<u><u>2,179,438.30</u></u>

See accompanying notes to these unaudited condensed financial statements which are an integral part of the financial statements

HIRE INTERNATIONAL INC. (Parent & Subsidiaries)
CONSOLIDATED COMPARATIVE STATEMENT OF OPERATIONS
YEAR ENDED DECEMBER 31, 2010 AND DECEMBER 31, 2009

Unaudited

	The Year Ended December 31, 2010	The Year Ended December 31, 2009
REVENUES:		
Employee Leasing	2,969,046.66	7,782,463.43
Direct Placement	358,395.44	529,354.12
Contingent Staffing	437,211.63	451,839.13
China Operations	16,855.00	31,233.83
Other revenues	41,378.50	9,600.00
Total net revenues	<u>3,822,887.23</u>	<u>8,804,490.51</u>
COST OF REVENUES:		
Payroll and Employee Leasing	3,200,055.90	7,369,664.76
Placement Fees - 1099	169,956.44	232,987.17
Other Costs of Revenue	-	438,218.15
Total cost of revenues	<u>3,370,012.34</u>	<u>8,040,870.08</u>
Gross profit	452,874.89	763,620.43
SELLING, GENERAL AND ADMINISTRATIVE	<u>269,438.67</u>	<u>962,672.89</u>
INCOME FROM OPERATIONS	183,436.23	(199,052.46)
OTHER INCOME (EXPENSES)		
Interest income	0.78	0.04
Interest expense	(32,937.00)	(59,166.12)
Depreciation	(7,099.51)	(7,780.02)
Amortization Expense (Software and Intangibles)	(63,604.00)	(64,596.06)
Bad Debts	-	-
Other income (expense)	-	-
Total other income (expense)	<u>(103,639.73)</u>	<u>(131,542.16)</u>
INCOME BEFORE INCOME TAXES	79,796.50	(330,594.62)
INCOME TAXES	-	-
NET INCOME	<u>79,796.50</u>	<u>(330,594.62)</u>
Basic and Diluted Income or (Loss) Per Common Share		
Continuing Operations - Basic	0.00012	(0.00262)
Continuing Operations - Diluted (Conversion of Pref. to Common)	0.00011	(0.00215)

See accompanying notes to these unaudited condensed financial statements which are an integral part of the financial statements

HIRE INTERNATIONAL INC. (Parent & Subsidiaries)
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY
YEAR ENDED DECEMBER 31, 2010
Unaudited

	Common Stock			Preferred Stock			Other Comprehensive Income	Treasury Stock	Retained Earnings	Total
	Shares	Amount	Additional Paid in Capital	Shares	Amount	Additional Paid in Capital				
Balance, December 31, 2009	126,265,183.00	\$ 251,123.04	\$ 93,800.72	10,000,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ (198,181.91)	\$ 621,414.84
Stock issued for debt conversion	350,000,000	\$ 350,000.00	\$ (12,819.00)	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 337,181.00
Treasury stock transaction	162,566,675	\$ 162,566.68	\$ (162,566.68)	-	\$ -	\$ -	\$ -	\$ -	\$ -	-
Shares issued for minority acquisition	40,000,000	\$ 40,000.00	\$ 125,000.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 165,000.00
Net Income	-	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ 79,796.50	\$ 79,796.50
Balance, December 31, 2010	678,831,858.00	\$ 803,689.72	\$ 43,415.04	10,000,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ (118,385.42)	\$ 1,203,392.34

COMMON STOCK:

Par value = \$.001

Number of Common Shares:

<i>Total Shares Authorized</i>	950,000,000
<i>Total Shares Issued</i>	678,831,858
<i>Total Shares Unissued</i>	271,168,142
<i>Total Shares in Treasury</i>	-
<i>Total Shares Outstanding</i>	678,831,858

PREFERRED STOCK:

Par value = \$.001

Number of Preferred Shares:

<i>Total Shares Authorized</i>	50,000,000.00
<i>Total Shares Issued</i>	10,000,000.00
<i>Total Shares Unissued</i>	40,000,000.00
<i>Total Shares in Treasury</i>	-
<i>Total Shares Outstanding</i>	10,000,000.00

Preferred Stock May Convert to Common at a Ratio of 2.75:1

FULLY DILUTED FOR PREFERRED CONVERSION (1)

Common Stock - Fully Diluted	706,331,858
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See accompanying notes to these unaudited condensed financial statements which are an integral part of the financial statements

HIRE INTERNATIONAL INC. (Parent & Subsidiaries)
CONSOLIDATED STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2010
Unaudited

CASH FLOWS FROM OPERATING ACTIVITIES:

Net income	\$ 79,796.50
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	70,703.51
Bad debt	-
Forgiveness of stockholder debt	-
Other	-
Changes in operating assets and liabilities that provided (used) cash:	
Accounts receivable, net of allowances	27,269.30
Other current assets	(18,499.18)
Other assets (Non Cash and Cash)	(168,000.00)
Accounts payable	(23,734.66)
Accrued liabilities	123,269.00
Other current liabilities	(18,834.63)
Net cash provided by operating activities	<u>71,969.84</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Property additions	-
Intangible additions	-
Net cash used in investing activities	<u>-</u>

CASH FLOWS FROM FINANCING ACTIVITIES:

Proceeds (Payments) on bank lines	(57,335.13)
Proceeds (Payments) on notes payable	93,235.00
Decrease in other liabilities	(44,108.15)
Proceeds (Payments) on stockholder loans	(13,978.00)
Net cash used in financing activities	<u>(22,186.28)</u>

NET INCREASE IN CASH AND CASH EQUIVALENTS 49,783.56

CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	4,345.62
CASH AND CASH EQUIVALENTS, END OF PERIOD	<u>\$ 54,129.18</u>

See accompanying notes to these unaudited condensed financial statements
which are an integral part of the financial statements

Hire International, Inc.
Notes to the Consolidated Financial Statements
December 31, 2010 and December 31, 2009

1. Significant accounting policies:

Basis of presentation:

The accompanying consolidated financial statements of Hire International, Inc. as of December 31, 2010 and December 31, 2009 respectively are unaudited and have been prepared in accordance with accounting principles generally accepted in the United States.

As such the consolidated financial statements include the accounts of the Company and its subsidiaries. All significant intercompany accounts and transactions have been eliminated.

The results of the periods presented in these financial statements are not necessarily indicative of the results that may be expected for any future period. While management believes that these financial statements are a fair representation of the economic results of operations and financial condition of the consolidated companies, the financial statements are unaudited. Therefore, it is the opinion of management that an audit would require adjustments to these financial statements and that these adjustments may or may not be material to the presentation in substance or form.

Management has elected to omit certain notes to the financial statements including, but not limited to a presentation of fixed assets, leases, commitments and contingencies, intangible assets and contingent guarantees and detailed notes on shareholder transactions.

Cash Equivalents

For the purposes of the statement of cash flows, the Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents. As of December 31, 2010 the Company had \$54,129.54 in cash.

Income Taxes

Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due plus deferred taxes related primarily to differences between the basis of certain assets and liabilities for financing and tax reporting. The deferred taxes represent the future tax return consequences of those differences, which will either be deductible or taxable when the assets and liabilities are recovered and or settled.

Hire International, Inc.
Notes to the Consolidated Financial Statements
December 31, 2010 and December 31, 2009

Continued

For the period ending December 31, 2010 no provision for Federal Income Taxes was made as the Company has significant carry-forward losses to apply.

Intangible Assets

Intangible assets subject to amortization include loan closing costs, legal acquisition costs, and software development costs. These costs are being amortized at their expected useful lives. The total amortization of these intangibles for the period ending December 31, 2010 was \$63,604.

Revenue Recognition

The Company primarily recognizes revenue from services under either fixed fee arrangements or contingent fee arrangement (for recruiting services). The revenue is recognized when invoiced to the Client and earned.

Trade Accounts Receivable

Trade accounts receivable are reported at the amount management expects to collect from outstanding balances. Differences between the amount due and the amount management expects to collect are reported in the result of operations of the year in which those differences are determined, with an offsetting entry to a valuation allowance for trade accounts receivable. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable.

Advertising

The Company expenses advertising costs as incurred.

Revolving Line of Credit

The Company had a revolving line of credit in the amount of \$350,000 with Wells Fargo Bank which was restructured into a fully amortizing 4 year loan. This short period amortization puts additional pressure on the Company to pay down its debts, and increases the likelihood that the Company will default on these payments. The Company has paid down this balance to \$234,511 and is current on this loan as of the date of this report.

Hire International, Inc.
Notes to the Consolidated Financial Statements
December 31, 2010 and December 31, 2009

Continued

Debt Conversions into Stock

Debt holders who convert their debt into common stock may do so at their election. In 2010 Jeremy Stobie and Matthew Cartwright each converted \$225,000 (\$450,000 total) of their debt into 261,792,000 fully paid shares of common stock on their behalf and for the benefit of Christopher Beck. The charge reduced the amount of debt and increase shareholder equity by a like amount.

Other debt holders converted \$110,000 of their debt into 110,000,000 shares of common stock.

2. Going Concern

As shown in the accompanying financial statements, the Company realized a net profit of \$79,796 during the year ended December 31, 2010 and paid down or converted significant amounts of debt in 2010. While the Company realized a net profit and Management feels that the Company is making progress toward becoming a more healthy enterprise, it still feels as that more progress needs to be made in order to cement its recovery. Those factors, as well as the uncertain conditions that the Company faces regarding its loan agreements (as discussed in Note 1), create an uncertainty about the Company's ability to continue as a going concern. The financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern

3. Stockholder Lending Activities

During the period ending December 31, 2010 two shareholders, Matthew Cartwright, Jeremy Stobie and their affiliated entities advanced \$174,746 to the Company.

4. Convertible Subordinated Notes Payable:

As of December 31, 2011, the Company no longer has any convertible subordinated notes payable (the Shareholders, Mr. Stobie and Mr. Cartwright, have converted all of their notes).

Hire International, Inc.
Notes to the Consolidated Financial Statements
December 31, 2010 and December 31, 2009
Continued

5. Stock Based Compensation

The financial statement period covered by this report reflects the following issuances of stock as compensation for services:

Shares Issued	None
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6. Allowance for Doubtful Accounts

An allowance for doubtful accounts was established of \$51,784 for the period ending 12/31/2008. Due to payment on the accounts Management elected to recognize \$30,000 of this recovery/release in income in 2010.

7. Related Party Transactions.

The Company pays for accounting services of US&Co. Certified Public Accountants, P.L.L.C., of which Mr. Jeremy Stobie (the Company's CEO) is also a Partner of the firm. The Firm does not provide any audit or attest services to the Company.

8. Books and Records

Adequate books and records did not exist for some of the subsidiaries as of the date of the production of these financial statements. While management believes that these financial statements reflect fairly the results of operations and financial position of the Company as of the date of shown, it is possible that upon further reconstruction of the books and records of several of the subsidiaries material adjustments will need to be made to the financial statements. Management believes that these adjustments may or may not have a material effect on the presentation of the financial statements, namely with regard to fixed assets in 2007, retained earnings in 2007, additional paid in capital for the period ending 12/31/2007 and presentation of accounts receivable in 2007.

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Hire International, Inc.

And Subsidiaries

Management's Discussion and Analysis

**For the Years Ending
December 31, 2010
and December 31, 2009**

500 N. Capital of Texas Hwy, Bldg 3

2nd Floor

Austin, Texas 78746

(512) 879-1590

433532 108

(CUSIP)

Trading Symbol: TLAN.PK

This Management Discussion and Analysis (“MD&A”) reviews the activities of Hire International, Inc. (“Hire”, “We” or “Us”) and its subsidiaries, and compares the financial results of the year ended December 31, 2010 with the same period of 2009. The MD&A should be read in conjunction with the unaudited consolidated financial statements and accompanying notes for all relevant periods (copies of which are attached, and are also filed on the Pinksheets.com website) and as such this MD&A refers to specific items within the financial statements.

The Company prepares its consolidated financial statements in accordance with accounting standards generally accepted in the United States. All dollar amounts presented are expressed in United States Dollars unless otherwise noted.

Such presentation is made on the basis of fair reporting for the transaction that occurred on May 27, 2008 whereby all of the assets, and stock in Computer Engineering Organization, Inc. – DBA Hire International Staffing “formerly Talent Alliance International”, and its subsidiaries and affiliated entities, namely SLA Services, Inc (formerly Talent Alliance Employment, Inc) Soar Consulting Inc., Gemini International Resources, LLC were acquired in a stock transaction by SPI Worldwide whereby shareholders of Hire International received the majority controlling interest in SPI Worldwide. Such transactions are commonly referred to as “reverse mergers”.

As such the consolidated financial statements include the accounts of the Company and its subsidiaries. All significant intercompany accounts and transactions have been eliminated.

FORWARD LOOKING INFORMATION

Except of statements of historical fact, the discussion and analysis of financial performance and position including, without limitation, statement regarding projections, future plans, and objectives of Hire International, Inc. are forward-looking statements that are subject to various risks and uncertainties. Forward-looking statements are based on management experience, historical results, current expectations and analyses, trends, government policies, and current business and economic conditions, including Hire’s analysis of its product and service offerings and its expectations regarding the effects of anticipated product and service offering changes and the potential benefits and such efforts and activities on Hire’s results of operations in future periods. There can be no assurance that such statements will prove to be accurate; actual results and future events could differ materially from those anticipated in such statements.

DESCRIPTION AND OVERVIEW OF THE BUSINESS

Who we are

Hire International, Inc. is a global provider of human resource and talent management solutions. These solutions include contingent staffing services, permanent placement

recruiting, military transition recruiting, technology outsourcing, employee leasing and benefits management, and proprietary technology solutions. The Company has operations in Texas, Beijing China, Florida and account representatives in multiple other states.

What we do

Our service offerings are primarily divided into one of 5 categories:

Employee Leasing and Benefits Management

Our employee leasing and benefits management business is centered on the concept of driving HR costs down for employers. We manage payroll processing, employee benefits, employer tax and federal tax filings, and offer insurance coverage via our group policies. The payroll administration services include record keeping, making payroll tax deposits, reporting payroll taxes and related matters. This results in much lower costs to employers as they not only do not need to manage this process but also it generally yields much lower state unemployment rates and workers compensation coverage which reduces net payroll costs. We generally charge fees for these services in the form of a per payroll fee, per employee, per check or per report fee.

The subsidiary company has been providing these services since 1989.

Contingent Staffing Services

Our contingent staffing services business provides temporary or permanent workers to businesses worldwide. Our staffing services generally hire the employee full time and then “lease” them out to client companies for an increased margin of profit. We generally manage the payroll and benefits of the employee, however the client usually directs the employee in his or her daily responsibilities. We provide the services to companies in the manufacturing, technology, offshore development centers, finance and accounting fields. These engagements may be temporary for reasons of seasonality, manufacturing cycles, co-employment or may be long term in nature.

The subsidiary company has been providing these services since 1996.

Military Transition Job Placement

Military transition job placement services are provided through our wholly owned subsidiary Soar Consulting, Inc.

Soar Consulting specializes in military transition jobs, matching transitioning junior military officers (JMOs) and enlisted leaders and technicians with some of America's

top companies interested in recruiting candidates with developmental potential.

Soar's unique structure for military transition differentiates SOAR from other JMO recruiters because our leadership team works personally with candidates (JMO, enlisted, and technical) and client corporations.

As America's fastest growing military recruitment firm, SOAR Consulting is committed to exceeding the expectations of their military candidates and their client corporations.

With a customer list that includes Fortune 500 members and emerging growth companies, SOAR Consulting sources talent from the military to match specific skill sets within civilian companies.

In addition to traditional candidate presentation; Soar provides unique Focused Hiring Events™ whereby candidates are brought to client's facilities for on-site interviews and location tours. This provides the perfect opportunity to conduct all necessary interviewing, testing, and administer any drug/background tests.

Soar Consulting has been providing these services since 2002.

Permanent Placement Recruiting

Permanent placement recruiting matches open positions from our clients with our screened candidates. These positions are generally hired to a full time basis by the client and we are paid a consulting or recruiting placement fee.

Our subsidiary has been providing these services since 1996.

Technology Solutions

We have developed several proprietary software applications, primarily for deployment in the People's Republic of China.

Vendor Management System "VMS"

Hire International continues developed proprietary information technology (VMS) to facilitate all Staffing expansion requirements in a competitive, developing marketplace.

The Vendor Management Solutions (VMS) is designed for both Permanent Placement and Contract worker needs.

Our vendor management solution is a web-based application that acts as a fluid medium for business to manage and procure staffing services in most

cases contract workers and other contingent workforce. Features of the VMS application include order distribution, consolidated billing and expense tracking, customizable and standard KPI reporting that drastically outperform manual systems and processes.

Our VMS, as an ASP, will be fully configurable on a client-by-client basis for both permanent placements and contract worker depending on the market and client's specific and unique needs.

Hire International "Talent Exchange"

Coupled with the expected deployment of the VMS, the organization is developing a "Global Talent Marketplace" or the "Talent Exchange". This is essentially a product that is created as a business-to-business offshoot of the Vendor Management system, built on our existing enterprise hardened technology.

The talent exchange allows employers to post job requirement and statistics, and allows qualified recruiters to post applicants, employers to schedule interviews and make hires directly through the website. This allows a low cost, fully managed procurement process for small to medium sized companies who may like the features and benefits of the VMS but find the installation, process change and costs prohibitive.

Vendors and applicants are rated on the system using our proprietary algorithm for quick review and decision-making capability.

Access fees are charged to the recruiters for varying levels of use and access to the system.

Our subsidiary has been providing these services in production since July of 2008, with a full beta release in January of 2009.

These five general service offerings focus on two key elements of the HR services industry, Talent Acquisition and Talent Management, as such these are our cornerstones. During 2010 we shifted our focus from selling offering these products to our customers via our subsidiary in Shanghai, to establishing licensing and joint venture relationships in China. Due to the market slowdown in 2008, 2009 and 2010 we focused our efforts on restructuring and re-building our US based business units. As we continue to see a sustained recovery we will increase our efforts in the People's Republic of China.

Our History

The operational company was founded in 1996 to provide technology outsourcing and contingent staffing services under the name Computer Engineering Organization, Inc. In 2007 the Company began doing business under the name Hire International in response to the globalization of the Company's offerings and expansion of its service offerings outside of the high-technology industry contingent-staffing arena. Initially, the operating business was founded to offer contingent staffing services and software development outsourcing in the United States. Over the years the Company added permanent placement recruiting to this suite of offerings. Through strategic mergers and acquisitions the Company has grown to add professional military transition recruiting and job placement service and employee leasing services in the last two years. In 2010 we changed our name to Hire International to reflect our corporate brand and global focus.

In 2007 we established an office in Shanghai, China via a foreign invested joint venture. We spent the majority of 2007 continuing to develop our proprietary software platforms in China with the expectation to launch those offerings, and our normal services offerings, in early 2008, which we have done. Our deployment in China was unexpectedly slowed by the global recession in 2009, however, the market is showing positive signs of recovery and as such, we will refocused our efforts on this market when we are confident in a sustained recovery for our business.

We are continuing to grow our brand via organic growth and strategic acquisitions in the United States and in China.

Important Note Regarding the Current Economic Environment

*Although our operations were not affected dramatically in 2008 by the Global economic slowdown our operations **were dramatically affected in 2009. Our revenues were lower by 41%, which has put a great deal of strain on our business (all of our divisions).** In December of 2008 we began meaningful cost cutting measures and began the process downsizing our organization. This downsizing resulted in lower SGA for the year 2009. In 2010 we focused our efforts on continued cost cutting measures, paying down significant portions of debt, and the termination of non-profitable business. As such we have scaled down our Employee Leasing business significantly, paid down a significant portion of our commercial debt, and have realized an increase in our operating profits and in 2010 recognized income of \$79,796.*

OVERALL PERFORMANCE

Comparative Figures

Certain comparative figures have been reclassified to conform to the presentation of the 2010 and 2009 results. Management does not believe that these reclassifications have created a material impact on the results of operations for the period. **Without a doubt it has been a challenging period for the Company**, and for the HR Services market in general.

Selected Annual Information

	2010	2009
Total Revenue	3,822,887	8,804,490
Net Income (Loss)	79,796	(330,594)
EBITDA	183,436	(199,052)
Per Share (Common)	0.00012	(0.00262)
Long Term Liabilities	886,077	1,417,509
Cash Dividends	-	-
Selling General and Administrative	269,438	962,672

Our revenues decreased by 43% from the year ended 2009 to the year ended 2010. This was primarily due to the Company's decision not to renew certain non-profitable clients and some continued influence of a slow hiring market in the United States.

Although revenues decreased the Company recognized \$79,796 of net income in 2010.

The following is a discussion of certain expense categories:

Selling general and administrative

The consolidated companies experienced a net decrease in selling general and administrative expenses for the periods covered from \$962,672 to \$269,438. This was due to in part due to our continued aggressive reduction in expenses and overhead as the economic environment began to impact our business in December of 2008. In addition Mr. Stobie and Mr. Cartwright provided their services to the Company at no cost and did not accrue or draw salaries in 2010.

Amortization

Amortization for the year ended December 31, 2010 decreased by \$992.

Bad Debt

\$30,000 of bad debt was recovered in 2010 as the Company made continued progress with collections on delinquent customers. This \$30,000 was recognized in income and had a positive effect on the Company's net income.

Income Tax

No provision for income tax was made for 2010 or 2009 as the Company has significant net operating losses available to it. Some of the entities consolidated were LLCs and Subchapter S corporations, for which no tax liability would be recorded as such income or loss would be accretive to the shareholders and not the entity. The Subchapter S elections would be terminated effective as of the date of the acquisition of the subsidiary company, therefore subsequent charges for income tax or deferred income tax may be made in later years.

Operations

Contingent Staffing

Contingent Staffing revenues only decreased from 2009 to 2010 by \$14,628 or 3.2%. The Company will continue to market these services to existing clients, but will also expand this service offering to Companies that are in industries currently experiencing a growth cycle such as oil and energy services. *However, the Company has seen an increase in activity in this business unit in 2011 and expects to see revenue growth from 2010 in 2011.*

Employee Leasing

Our employee leasing business experienced net shrinkage of \$4,813,417 or 62% from the 2009 period to the 2010 period. This was due in most part to our choice to not renew certain clients and our decision to not focus on actively marketing this business unit. *We*

expect this business to continue to be affected by the macro economic environment and will not grow unless the employment market begins to expand again.

Direct Placement Recruiting

Direct Placement Recruiting revenues for 2010 shrank by \$170,959 or 32.29%. This loss in revenue was almost wholly attributable in a severe slowdown in hiring in the United States in 2009 and 2010. While Soar's revenue has decline management feels that this business has made progress in its efforts to restructure the business and achieve revenue stability.

China Operations

We realized \$16,855 of income from China operations in 2010.

FINANCIAL POSITION, LIQUIDITY AND CAPITAL RESOURCES

Cash and Accounts Receivable

Cash for the period increased from \$4,345 as of 12/31/2009 to \$54,129 as of 12/31/2010. For the same period accounts receivable decreased from \$375,452 to \$348,183.

Software Development Costs

We experienced no capitalized software development costs in 2010. All software development costs were expensed as incurred as payroll or other expense.

Liabilities

Total liabilities decreased during the period from \$1,558,023 to \$1,107,291. This decrease was the result of pay-downs of bank debt required as a result of the economic environment as well as a reduction in spending (G&A) and a requisite reduction in accrued liabilities (for items such as payroll and payroll taxes)and debt conversions into common stock.

Shareholder's Equity

Shareholder's equity increased during this period from \$621,414 as of 12/31/2009 to \$1,203,392 as of 12/31/2010 as a result of debt conversion to common shares.

Dividend

The payment of dividends to shareholders will depend on a number of factors such as earnings, TA's financial requirements and other factors that the Board of Directors considers relevant in the circumstances. The Company currently does not have the intention to pay dividends on the common or preferred shares. The Board of Directors will review this policy, from time to time, as circumstances change. To date TA has not declared or paid any dividends on any of its shares.

Transactions with related parties

All related party transactions are recorded at the exchange amounts as agreed upon by the related parties.

In 2010, the Company incurred accounting fees for accounting/bookkeeping services provided by a company that an officer of the Company is also a Senior Partner of. This amount is included in the presentment of the financial statements.

In 2008, the Company acquired an operating business from an entity controlled by Mr. Matthew Cartwright and Mr. Jeremy Stobie for \$1,000,000. Such purchase price was not paid in cash, and is was payable or convertible to common stock under certain circumstances. A copy of the complete agreement is available on the pinksheets.com website in the current information disclosure for the 1st quarter of 2008. Management believes that the purchase price for this asset was fair value or less and as such has recorded this as goodwill on its balance sheet for a like amount.

In December of 2008 Mr. Cartwright and Mr. Stobie elected to "write-down" \$350,000 of such loans for the benefit of the Company and convert \$150,000 of such loans to restricted common stock at a purchase price of fifteen cents (.15).

If this write-down was not categorized in this manner, (see the 2008 financial statements) the Company would have experienced a net loss for 2008.

In 2010 Mr. Cartwright and Mr. Stobie converted their remaining balances due under this note into common stock. The Company has no further obligation with regard to this transaction.

RISK AND UNCERTAINTY FACTORS

History of losses and anticipate that we may see continued losses for the foreseeable future

While the Company did experience net income of \$79,796 in 2010, the Company has a history of prior period net losses. As a result of the current market environment, the Company may experience net losses in the future.

The Company 's ability to continue as a going concern is dependent on a myriad of factors, including the acceptance of its technology products and service offerings in China and successful execution of its business units in the United States. The increase in operational costs in China and the continued spending on development costs for the Company's

technology applications requires that the company be able to obtain necessary financing to fund these expenses. The outcome of these matters cannot be predicted at this time.

Failure of one or more of the Company's Subsidiaries

In the event that one of the Company's subsidiaries fails it is highly likely that litigation related to a failure could drain the Company's resources to the extent that it may bring upon a failure of the entire Company.

Controlled Company

Concentration of ownership among our principal stockholders may prevent new investors from influencing significant corporate decisions.

Seasonality and Susceptibility to Economic Trends

Historically the Company and its subsidiaries have been subject to both seasonality in their operations and are highly effective by general economic trends in their operating countries. The Global economy is currently undergoing a severe economic slowdown (recession) and financial crisis and some components of our business have been affected by this slowdown.

Exchange Rate

The reporting currency of the Company is the United States Dollar. However, the Company may earn revenue in CNY or RMB (the legal currency of China). The value of the RMB is tied to a basket of currencies of China's largest trading partners, and is not freely convertible currency. The appreciation of RMB against the US Dollar would result in an increase in the asset, liabilities and revenues and expenses of its Chinese business units and a foreign currency gain would be included in comprehensive income. Conversely, the devaluation of RMB against the US Dollar would result in the decrease of the assets, liabilities, revenues and the expenses of the Company and a foreign currency loss included in comprehensive income. The rate fluctuation may or may not have a material impact on Hire's consolidated financial reporting.

Tax and Legal Systems in China

The Company, through its subsidiaries, expects to conduct a significant amount of business in China. China currently has a number of laws related to various taxes imposed by both federal and regional government authorities. Applicable taxes imposed by both federal and regional government authorities. Applicable taxes include the value added tax, corporate income tax (profits tax), and payroll (social) taxes together with others. Laws related to these taxes have not been in force for a significant period, in contrast to more developed market economies; therefore implementing regulations are often unclear or nonexistent. Often, differing opinions regarding legal interpretation exist both among and with

government ministries and organizations; thus, creating uncertainties and areas of conflict. Tax declarations, together with other legal compliance areas (as examples, customs and currency control matters) are subject to review and investigation by a number of authorities, which are enabled by law to impose extremely severe fines, penalties and interest charges. These facts create tax risks in China substantially more significant than typically found in countries with more developed tax systems.

Management believes that the Company is and will remain in substantial compliance with the tax laws effecting its operations; however, the risk remains that the relevant authorities could take differing positions with regard to interpretive issues and the effects could be significant. The fact a year has been reviewed does not close that year, or any tax declaration applicable to that year, from further review.

In addition, 2008 introduced a new labor law in China. The components and effects of this law are wide reaching and not employer friendly. In the event that the Company terminates employees it will have an increased cost and risk of legal action as a result of such terminations.

Competition

The human resource marketplace is a highly competitive and fragmented industry that is poised for enormous growth in the next 10 years as companies and countries around the world invest in their human resources infrastructure. The 2008 Global CAGR estimated growth rate was around 15% annually, but 2009 saw dramatic negative growth and high unemployment.

The human capital marketplace is a multi-hundred billion dollar industry encompassing tens of thousands of suppliers selling hundreds of different products and services including recruitment and staffing, employee benefits, payroll, training and development and more. There is a significant amount of competition in the marketplace for the Company's products and services. The Competition may have more clear and adequate branding, market presence and capital than the Company.

Management feels that it has a significant competitive advantage in size, pricing, services offerings and speed of deployment in China at the current time, however, there are many global players who offer very similar products and services entering the Chinese market already and are more still entering the United States market – where competition is already significant.

Funds Remittance from China

Earnings and profits may be distributed freely from United States Operations, however funds remittance from China to the United States parent may be more complex. Provided

that a conversion of Renminbi into foreign exchange and the remittance of foreign exchange are duly arranged in accordance with the relevant laws and regulations on foreign exchange, a Foreign Investment Enterprise (“FIE”) is able to remit dividends and other payments from China.

According to the 1999 Circular on Relevant Questions Concerning the Remittance of Profits, Dividends and Bonuses out of China Through Designated Foreign Exchange Banks, effective from 1 October 1999, an FIE is permitted to remit profits, dividends and bonuses out of China in proportion to the amount of registered capital that has been paid up, notwithstanding that its registered capital has not been paid up pursuant to its constitutional documents.

Management

The Company currently has a small executive management group, which is sufficient for its present size and operations. Although the Company’s development to date has largely depended on and in the future will continue to depend upon the efforts of certain current executive management, the loss of a member of this group could have a material adverse effect on the Company.

Acquisitions

The Company hopes to continue to make key strategic acquisitions for companies in both the United States and in China. Historical financial results of these acquired companies may not be an indicator of future performance, therefore, it is possible that the Company may end up acquiring an operating company that becomes a financial burden to the consolidated group. This may happen in the United States and China. In this event it is possible that by acquiring an operating business, even in a wholly stock transaction that the Company becomes less financially viable than before the acquisition.

It is also possible, namely in China, that an acquired Company may have significant legal and tax liabilities what were not made clear to the Company at the time of the transaction. While management exercises due care while performing due diligence on an acquired company (or target), it is possible that these liabilities may not be known to the Company until an enforcement action has begun. In this event, it is possible that the economic results of these actions may exceed the coverage of any indemnifications or escrow accounts created for these purposes.

SIGNIFICANT ACCOUNTING POLICIES

Presentment of Financial Statements

While these notes are also included in the notes of the financial statements for this period management believes that it is important to also disclose these facts within this MD&A.

The accompanying consolidated financial statements of Hire International, Inc. as of December 31, 2010 and December 31, 2009 respectively are unaudited and have been prepared in accordance with accounting principles generally accepted in the United States.

As such the consolidated financial statements include the accounts of the Company and its subsidiaries. All significant intercompany accounts and transactions have been eliminated.

The results of the periods presented in these financial statements are not necessarily indicative of the results that may be expected for any future period. While management believes that these financial statements are a fair representation of the economic results of operations and financial condition of the consolidated companies, the financial statements are unaudited. Therefore, it is the opinion of management that an audit would require adjustments to these financial statements and that these adjustments may or may not be material to the presentation in substance or form.

Management has elected to omit certain notes to the financial statements including, but not limited to a presentation of fixed assets, leases, commitments and contingencies, intangible assets and contingent guarantees and detailed notes on shareholder transactions.

Use of Estimates

The preparation of financial statements in conformity with principles generally accepted in the United States of America requires management to make estimates and assumptions which affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and revenues and expenses for the years reported. Actual results could differ from these estimates.

Goodwill

Goodwill is the residual amount that results when the purchase price of an acquired business exceeds the sum of the amounts allocated to the identifiable assets acquired, less liabilities assumed based on their fair values. Goodwill is as of the date of the business combination to the Company's reporting units that are expected to benefit from the synergies of the business combination.

Goodwill is not amortized and is tested for impairment annually or more frequently if events or changes in circumstances indicate that the asset might be impaired. Impairment is assessed through a comparison of the carrying amount of the reporting unit with its fair

value. When the fair value of a reporting unit is less than its carrying amount, goodwill of the reporting unit is considered to be impaired, and the fair value of the reporting unit's goodwill shall be compared with its carrying amount to measure the amount of the impairment loss. Any impairment of goodwill will be expensed in the period of impairment.

Revenue Recognition

Sales from products and services are recognized in accordance with US GAAP. Generally this is done when services are rendered and payments are received or rights to receive consideration are obtained and collection of consideration is reasonably assured. Revenues received in advance of these criteria are deferred until future periods. Interest income is recognized when earned.

OUTLOOK

The Company is continuing to develop and offer its service offerings in the United States. In parallel to this effort the Company is continuing to develop its technology and service offerings in the People's Republic of China. The Company has and will continue to deploy its applications and deploy such applications in China and the United States.

The Company has experienced a serious and material slowdown. It is likely that the Company may be able to secure either sufficient revenues or investment capital to continue and expand the business. However, it is just as likely that the Company may not be able to secure the sufficient revenue or investment and will fail. Any purchase of the Company's stock or investment into the Company is made with a high degree of risk of loss.

Additional Disclosures

Legal Proceedings

As of the date of these financial statements the Company was involved with legal proceedings. These proceedings include two claims. The first being a lawsuit filed in the State of California against Soar Consulting and Hire International (Doe 1), whereby a former independent contractor has made certain claims that he/it should have been classified as an employee and is seeking relief and award as compensation. The Company believes that these allegations are without merit and has retained counsel to vigorously defend against such action.

The second legal proceeding was not material in amount (as related to the Company's assets) and was settled amicably and dismissed with prejudice in January of 2010.

Additionally, from time to time during the ordinary course of business the company may engage legal counsel for various actions.

Defaults Upon Senior Securities

The Company has not defaulted on any senior securities.

Other Information

The Company's Management and Board of Directors again stresses to our investors that the current market environment has placed an extreme amount of stress on our organization. While we continue to work hard and make efforts to succeed, we still have a great deal of progress to make financially to return to a solvent successful business.

Any investment made in the Company's stock should be made only by someone with the capacity to lose his or her entire investment without such loss creating a material effect to such shareholder's financial position, or hardship.

Exhibits

2010 and 2009 Comparative Financial Statements and Notes are attached hereto as Exhibit and are referred to herein. An issuer certification is also attached hereto.

Issuer's Certifications

The certifying individuals below hereby certify that

- A. I have reviewed the Annual Financial Statements (attached hereto) and MDA for the period covered and,
- B. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
- C. 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 aspect the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

/S/ Jeremy G. Stobie

Chief Executive Officer and Director

March 27, 2011

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Hire International, Inc.
Information and Disclosure Statement
For the Year Ended December 31, 2010
As Appended to the 2010 Annual Report

Part A: General Company Information

Item I: Exact name of issuer and its predecessor(s)

Issuer:

Hire International, Inc. (“TA”, the “Company”, “We”, “Us”)

Predecessors:

Formerly – Talent Alliance, Inc. – June 11, 2008 – September 23, 2010

Formerly – SPI Worldwide, Inc. - February 29, 2008 – June 11, 2008

Formerly – Nexiasoft, Inc. - May 9, 2006 – February 29, 2008

Formerly – Westward Films - April 18, 2006 – May 9, 2006

Formerly – Hydro Optics, Inc. - June 7, 1971 – April 18, 2006

Formerly – Optical Dynamics, Inc. - March 12, 1971 – Jun 15, 1971

Item II: Address of principal executive offices

Principal Executive Offices: 500 N. Capital of Texas Hwy
Bldg 3, 2nd Floor
Austin, Texas 78746
Telephone: 512-879-1590
Facsimile: 512-328-9410
Website: www.hire-intl.com

Investor Relations Officer: Mr. Jeremy G. Stobie, CFO
500 N. Capital of Texas Hwy
Bldg 3, 2nd Floor
Austin, Texas 78746
Telephone: 512-879-1590
Facsimile: 512-328-9410
E-mail: investors@hire-intl.com

Item III: Jurisdiction and date of incorporation or organization

State of Incorporation: Delaware

Date of Incorporation: March 12, 1971

Part B: Share Structure

Item IV: The Exact Title and class of securities outstanding

A. Common

Title: Hire International, Inc.

Class: Common

CUSIP: 433532 108

Trading Symbol: TLAN.PK

B. Preferred

Title: Hire International, Inc.

Class: Preferred

Cusip: N/A

Trading Symbol: N/A

Item V: Par or Stated Value and Description of the security

A. Par of Stated Value

Common: .001

Preferred: .001

B. Common or Preferred Stock

1. Common stock dividend, voting and preemptive rights

Cash dividend: None

Voting Rights: Each share is entitled to 1 vote

Preemptive Rights: None

2. Preferred stock dividend, voting, conversion and liquidation rights as well as redemption or sinking fund provision:

Cash Dividend: None

Voting Rights: Each share is entitled to one hundred votes

Conversion rights: Each share may convert at the holder's discretion into two shares of common stock no sooner than May 31, 2010

Preemptive Rights: None

Redemption Rights: None

Sinking Fund Provision: None

3. Describe any material rights of common or preferred stock holders:

The conversion right associated with the preferred stock as well as 1:100 voting preference is material.

4. Describe any provision in issuers charter or by-laws that would delay, defer or prevent a change in control of the issuer:

The Board of Directors may base its response to any offer of another party to: a) make a tender or exchange offer for any equity security of the Company, b) merger or consolidate the Company with another corporation, or c) purchase or otherwise acquire all or substantially all of the assets of the Company (collectively, the "Acquisition Proposals") upon an evaluation of the best interests of the Company and its shareholders. The holders of the Company's preferred shares could vote the equivalent amount of 1,000,000,000 shares (at the maximum). *This effectively grants voting control to the preferred shareholders.*

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

As of 12/31/2010:

Total Common Shares Outstanding:	678,831,858
<u>Total Preferred Shares Outstanding:</u>	<u>10,000,000</u>
Total Common and Preferred:	688,831,858
Total Authorized (Common):	950,000,000
Total Authorized (Preferred):	50,000,000
Freely Traded Shares:	115,470,257
Shareholders of Record:	83 (Not Including Shares Held in Street Name)
Number of Beneficial Owners:	100 + (this amount is estimated)

As of 12/31/2009:

Total Common Shares Outstanding:	126,265,183
<u>Total Preferred Shares Outstanding:</u>	<u>10,000,000</u>
Total Common and Preferred:	136,265,183
Total Authorized (Common):	500,000,000
Total Authorized (Preferred):	10,000,000
Freely Traded Shares:	16,863,137
Shareholders of Record:	80
Number of Beneficial Owners:	75 (this amount is estimated)

Part C: Business Information

Item VII: Name & address of transfer agent

Integrity Stock Transfer
3027 E. Sunset Road, Ste 103
Las Vegas, NV 89120
Telephone: 702-317-7757
Facsimile: 702-796-5650

Effective April 2011

Clear Trust, LLC
16540 Pointe Village Dr.
Suite 201
Lutz, FL, 33558
Telephone: 813-235-4490
Facsimile: 813-235-4490
<http://www.cleartrusttransfer.com>
inbox@cleartrusttransfer.com

Item VIII: Nature of Business

A. Business Development

1. **Form of organization:** Corporation (Delaware)
2. **Year Organized:** 1971
3. **Fiscal year end date:** December 31st
4. **Bankruptcy, receivership or any similar proceedings:** None

5. Material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets:

a. On May 27, 2008 the Company acquired 100% of the outstanding stock of Computer Engineering Organization or “CEO”, DBA Hire International for 70,000,000 shares of restricted common stock and 10,000,000 shares of restricted preferred stock. Immediately following the transaction the former shareholders of “CEO” became the majority shareholders of Hire International, Inc.. At the time of the transaction, the Company had not yet changed its name from SPI Worldwide, Inc.

CEO, DBA Hire International, and its subsidiaries are global providers of HR Solutions in the United States and the People’s Republic of China. Hire International provides direct hire recruiting, employee leasing and benefits management, contingent staffing solutions and proprietary technology to small, medium and multinational corporations.

b. On June 1, 2008 the Company acquired 100% of the outstanding stock of Soar Consulting, Inc. a Florida Corporation. The purchase price was paid with 3,500,000 shares of restricted treasury stock, and a further issuance of 2,110,780 shares of restricted treasury stock contingent on certain performance objectives being met for the calendar year 2008.

Soar Consulting, Inc. specializes in military transition recruiting, matching junior military officers and enlisted leaders with some of America’s top companies. Soar consulting was founded in 2002 and adds not only revenues and profit potential to Hire International but also a breadth or management expertise. Following the transaction Brian Davis and Chris Beck, both principals of Soar Consulting, Inc. were named as Director of Operations and Director of Business Development, respectively, to Hire International, Inc. Soar Consulting will continue to operate under the Soar Consulting name, but is a wholly owned subsidiary of Hire International, Inc. The transaction occurred in accordance with the original acquisition of CEO DBA Hire International, and as such the financial results of operations of Soar Consulting were consolidated with those of Hire International for the periods ending 12/31/2006, 12/31/2007 and 03/31/2008 to facilitate fair and adequate reporting to investors and the general public.

6. Default of the terms of any note, loan, lease or other indebtedness of financing arrangement requiring us to make payments:

Soar Consulting has defaulted on the following:

In 2009, Soar attempted to renegotiate its lease in California. The Landlord and Soar were unable to come to terms on a release. The

Company is currently in negotiation with the landlord as to a settlement of past due rent. The total amount associated with this lease (total lease payments for the life of the lease) is just above \$18,000 and the Company expects to be able to settle this matter without litigation.

In 2009 Soar defaulted on its payment obligation for its American Express Business Gold Card. The Company negotiated a payment plan with American Express and is current with the payment plan as of the date of this filing. The terms of this payment plan is confidential, however the full amount due to American Express is just above \$70,000.00.

As of the date of this filing, Soar is past due with several of its creditors in amounts not material to the consolidated financial statements.

7. Any change of control:

The Company has not experienced a change of control in 2010.

8. Any increase in ten percent (10%) or more of the securities of the same class of outstanding equity securities:

Yes. Shares issued in exchange for services and debt conversion amounted to 552,566,675 additional shares or an increase of 438%.

9. Any past, pending or anticipated stock-split, stock dividend, recapitalization, merger, acquisition, spin-off, or re-organization:

a. Stock Splits &/or stock dividends:

1:100 Reverse Stock Split – May 30, 2006

1:100 Reverse Stock Split – Mar 21, 2008

b. Recapitalizations:

Increase in authorized issuance from 200,000,000 to 500,000,000 approved by the Board of Directors and filed with the Secretary of State on September 10, 2009. Increase in authorized issuance from 500,000,000 to 950,000,000 and an increase in the authorized issuance of preferred shares from 30,000,000 to 50,000,000 approved by the Board of Directors and filed with the Secretary of State on September 3, 2010.

c. Mergers & Acquisitions: Please see Part A, Item V(A)(5) above.

d. Spin-offs: None

e. Reorganizations: None.

10. Any delisting of securities by any securities exchange or NASDAQ or deletion from the OTC Bulletin Board:

None

11. Any current, past, pending or threatened legal proceedings or administrative actions either by or against the issuer that could have a material effect on the issuer's business, financial condition, or operations and any current, past or pending trading suspensions by a securities regulator:

We, and certain of our subsidiaries are involved in various commercial, tax and other legal proceedings that arise from time to time in the ordinary course of our business. We do not believe that any of them will have a material adverse affect on our financial position or results of operations.

As of the date of this report we are currently involved in litigation with a former contractor of Soar Consulting, Inc who is claiming incorrect classification and payment as a contractor and is seeking relief (to recover among other things payroll taxes and overtime). We do not believe that the plaintiff will prevail in this case. Total claims amount to no more than \$50,000 USD.

We have had no trading suspensions by a securities regulator.

B) Business of the Issuer

The Company is a global provider of human resource and talent acquisition management solution.

1. Primary and Secondary SIC Codes:

7361 – Employment Agencies

7371 – Computer Programming Services

2. If the issuer has never conducted operations, is in the development stage or is currently conducting operations:

The issuer has continually conducted operations since inception.

3. If the issuer is considered a “shell company” pursuant to Securities Act Rule 405:

The Company is not a shell company based on representations of prior management and directors.

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 of the issuer:

Name	Relationship	Business Purpose	Method of Operations	Ownership	Included in Issuers Consolidated Financial Statements
Talent Alliance, Inc.	Parent	HR Services Technology	Corporation Delaware	This is the Issuer	Yes
Computer Engineering Org, Inc. DBA Talent Alliance "TA"	Subsidiary	Staffing/Recruiting Technology	Corporation Florida	Parent 100%	Yes
Talent Alliance Employment, Inc.	Subsidiary	Employee Leasing	Corporation Missouri	TA 100%	Yes
Soar Consulting, Inc.	Subsidiary	Recruiting HR Services	Corporation Florida	Parent 100%	Yes
Gemini International Resources, LLC	Subsidiary	China Investment Holding Company	Texas LLC	TA 95%	Yes
Talent Alliance Shanghai Technology, Ltd	Subsidiary	China HR Services Technology	China Joint Venture	Gemini 50%	Yes

The following table sets forth information concerning Hire International, Inc. and its subsidiaries as of December 31, 2010

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

Currently management does not foresee any existing or probable governmental regulations on the business that will have a material effect on the performance of the Company. However, the Company does foresee a greater regulation of foreign invested businesses in the People's Republic of China to include changes to the tax structure that may or may not have a material effect on the financial performance of the Company.

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

The Company currently develops, deploys and maintains its proprietary HR technology solutions, which include a Vendor Management Solution with applicant tracking and the Talent Exchange HR Portal. Total estimated

amounts spent on development of these applications for 2007, 2008 and 2009 are summarized below:

2007 Total Development Costs:	\$369,958
2008 Total Development Costs:	\$197,000
2009 Total Development Costs:	\$ 29,982*
2010 Total Development Costs:	\$ 5,000
<hr/>	
Total of 2007, 2008, 2009 and 2010	\$601,941

The cost of this development is not borne directly by customers.

*Expensed as Personnel Costs in Accordance with GAAP

7. The costs and effects of compliance with environmental laws (federal, state and local.

The Company believes that the costs and effects of compliance with environmental laws are not material.

8. The number of total employees and number of full time employees:

	<u>Total</u>	<u>Full-time</u>
Employees as of 12/31/2010	5	5
Independent Contractors as of 12/31/2010	6	6

Item IX: The Nature of the Products and Services Offered

Who we are

Hire International, Inc. is a global provider of human resource and talent management solutions. These solutions include contingent staffing services, permanent placement recruiting, military transition recruiting, technology outsourcing, employee leasing and benefits management, and proprietary technology solutions. The Company has operations in Texas, Shanghai China, Florida and California.

Our focus is to continue to expand our business globally and grow our business here in the United States.

Our company websites are:

www.hire-intl.com

www.talentallianceintl.com

www.onlinezhaopin.com

www.thetalentleaders.com

www.soarcareers.com

www.talentexchange.com

What we do

Our service offerings are primarily divided into one of 5 categories:

1) Employee Leasing and Benefits Management

Our employee leasing and benefits management business is centered on the concept of driving HR costs down for employers. We manage payroll processing, employee benefits, employer tax and federal tax filings, and offer insurance coverage via our group policies. The payroll administration services include record keeping, making payroll tax deposits, reporting payroll taxes and related matters. This results in much lower costs to employers as they not only do not need to manage this process but also it generally yields much lower state unemployment rates and workers compensation coverage which reduces net payroll costs. We generally charge fees for these services in the form of a per payroll fee, per employee, per check or per report fee.

The subsidiary company has been providing these services since 1989.

2) Contingent Staffing Services

Our contingent staffing services business provides temporary or permanent workers to businesses worldwide. Our staffing services generally hire the employee full time and then “lease” them out to client companies for an increased margin of profit. We generally manage the payroll and benefits of the employee, however the client usually directs the employee in his or her daily responsibilities. We provide the services to companies in the manufacturing, technology,

offshore development centers, finance and accounting fields. These engagements may be temporary for reasons of seasonality, manufacturing cycles, co-employment or may be long term in nature.

The subsidiary company has been providing these services since 1996.

3) Military Transition Job Placement

Military transition job placement services are provided through our wholly owned subsidiary Soar Consulting, Inc.

Soar Consulting specializes in military transition jobs, matching transitioning junior military officers (JMOs) and enlisted leaders and technicians with some of America's top companies interested in recruiting candidates with developmental potential.

Soar's unique structure for military transition differentiates SOAR from other JMO recruiters because our leadership team works personally with candidates (JMO, enlisted, and technical) and client corporations.

As America's fastest growing military recruitment firm, SOAR Consulting is committed to exceeding the expectations of their military candidates and their client corporations.

With a customer list that includes Fortune 500 members and emerging growth companies, SOAR Consulting sources talent from the military to match specific skill sets within civilian companies.

In addition to traditional candidate presentation; Soar provides unique **Focused Hiring Events™** whereby candidates are brought to client's facilities for on-site interviews and location tours. This provides the perfect opportunity to conduct all necessary interviewing, testing, and administer any drug/background tests.

Soar Consulting has been providing these services since 2002.

4) Permanent Placement Recruiting

Permanent placement recruiting matches open positions from our clients with our screened candidates. These positions are generally

hired to a full time basis by the client and we are paid a consulting or recruiting placement fee.

Our subsidiary has been providing these services since 1996.

5) Technology Solutions

We have developed several proprietary software applications, primarily for deployment in the People's Republic of China.

Vendor Management System "VMS"

Our VMS was developed over the period of the last 12 months and went into production in January of 2008 at Hewlett Packard China. Hire International has developed proprietary information technology (VMS) to facilitate all Staffing expansion requirements in a competitive, developing marketplace.

The Vendor Management Solutions (VMS) is designed for both Permanent Placement and Contract worker needs.

Our vendor management solution is a web-based application that acts as a fluid medium for business to manage and procure staffing services in most cases contract workers and other contingent workforce. Features of the VMS application include order distribution, consolidated billing and expense tracking, customizable and standard KPI reporting that drastically outperform manual systems and processes.

Our VMS, as an ASP, is fully configurable on a client-by-client basis for both permanent placements and contract worker depending on the market and client's specific and unique needs.

Our subsidiary has been providing these services in production since January of 2008.

Hire International "TalentExchange"

Coupled with the deployment of the VMS, the organization has developed a "Global Talent Marketplace" or the "TalentExchange". This is essentially a product that is created as a business-to-business

offshoot of the Vendor Management system, built on our existing enterprise hardened technology.

The talent exchange allows employers to post job requirement and statistics, and allows qualified recruiters to post applicants, employers to schedule interviews and make hires directly through the website. This allows a low cost, fully managed procurement process for small to medium sized companies who may like the features and benefits of the VMS but find the installation, process change and costs prohibitive.

Vendors and applicants are rated on the system using our proprietary algorithm for quick review and decision-making capability.

Access fees are charged to the recruiters for varying levels of use and access to the system.

Our subsidiary has been providing these services in production since July of 2008.

These five general service offerings focus on two key elements of the HR services industry, Talent Acquisition and Talent Management, as such these are our cornerstones.

Acquisitions

Please see Item VIII (5)

Our History

The operational company was founded in 1996 to provide technology outsourcing and contingent staffing services under the name Computer Engineering Organization, Inc. In 2007 the Company began doing business under the name Hire International in response to the globalization of the Company's offerings and expansion of its service offerings outside of the high-technology industry contingent-staffing arena. Initially, the operating business was founded to offer contingent staffing services and software development outsourcing in the United States. Over the years the Company added permanent placement recruiting to this suite of offerings. Through strategic mergers and acquisitions the Company has grown to add professional military transition recruiting and job placement service and employee leasing services in the last two years. In 2010 we changed our name to Hire International to reflect our corporate brand and global focus.

In 2007 we established an office in Shanghai, China via a foreign invested joint venture. We spent the majority of 2007 continuing to develop our proprietary software platforms in China with the expectation to launch those offerings, and our normal services offerings, in early 2008, which we have done. Our deployment in China was unexpectedly slowed by the global recession in 2009, however, the market is showing positive signs of recovery and as such, we will refocused our efforts on this market when we are confident in a sustained recovery for our business.

We are continuing to grow our brand via organic growth and strategic acquisitions in the United States and in China.

The HR Services Market

The Global Market

The human resource marketplace is a highly competitive and fragmented industry that is poised for enormous growth in the next 10 years as companies and countries around the world invest in their human resources infrastructure. The market experienced a dramatic slowdown in 2009 and 2010, however, we believe that to be part of a natural business cycle of expansion and recession.

The human capital marketplace is a multi-hundred billion dollar industry encompassing tens of thousands of suppliers selling hundreds of different products and services including recruitment and staffing, employee benefits, payroll, training and development and more. Considering virtually every company purchases at least one HR product or service, one can appreciate the total size of this unique marketplace. In fact, in a given year an estimated \$785 billion is spent on employee benefit products and services alone (Thomas Weisel Partners).

The Global economic meltdown of 2008 and 2009 has dramatically affected the HR Services business, which was contracted dramatically. This has not only affected our business but also the business of our peers as well as the market leaders. We do not believe that this sector will recover until we see a global resurgence of hiring.

The Chinese Market

The engine of international commerce is roaring in China, yet its enormous population belies the fact that the country lacks qualified talent to meet foreign employers' demand. An often-quoted McKinsey Global Institute 2006 study notes that less than 10 percent of new Chinese university graduates—estimated at more than 4 million in 2006—have the skills required by foreign firms that operate in China.

As a result of acute talent shortages, high attrition rates, and the tremendous ease with which skilled workers can hop from one job to another, companies are struggling to attract, train, and retain the employees that they need to gain a competitive edge in human capital. Multinational corporations (MNCs) in China consistently cite this human resources (HR) challenge as their top concern.

Urgent as these issues are, firms doing business in China can no longer afford to settle for a short-term focus on the "talent crisis." Instead, even as they seek to address today's challenges efficiently, companies should consider building, and not merely buying, a sustainable and scalable workforce—one that can grow and evolve as their needs change. Over the next few years, MNCs in China must change their HR strategies to enable them to keep pace with surging market competition and with changing employee needs and profiles.

Understanding the Human Resources Marketplace

In general, the human resources function of an organization is responsible for all the practices and processes that impact the company's most important asset - their employees. Admittedly there are many ways of categorizing the human resources industry, however, we believe the simplest and most logical method is to organize the industry within the following HR pillars:

Recruitment and Staffing: This includes searching for and hiring new employees and a wide variety of services from job boards to staffing and relocation firms, testing and assessment technologies, applicant tracking technologies, executive search/placement firms, background checking services, etc. For the most part, this category ends when the employee is hired.

Compensation/Payroll: This includes everything from payroll processing companies to companies specializing in specific payroll and compensation services, compensation design, and salary statistics services.

Employee Benefits: This category encompasses a wide variety of employee benefit and related services from traditional health and welfare benefits to worksite/voluntary products, pharmacy benefit programs, benefits administration and communication software, third-party administrators, retirement plan services, and workers' compensation/disability insurance services.

Talent Management/Employee Relations: This category includes all the human resources services related to managing the individual once they are hired as an employee -- appraisal, evaluation, recognition, promotion, retention, and succession planning services.

Training and Development: This category includes the many products and services related to training and developing employees from instructor-based training to eLearning solutions.

Compliance: This category includes all the services related to complying with and managing the various aspects of labor laws, labor relations, legislation, litigation, alternative dispute services, OSHA, HIPPA, etc. In addition to these specific human resources categories, it is also important to highlight services that are cross functional in nature and relate to one or all the HR pillars:

Consulting Services: This cross-functional category includes the thousands of consulting firms that can help HR departments with one or all aspects of human resources management and process improvement.

HRIS/ERP/ATS Solutions: At one time, this might have been considered a separate pillar within HR but today, technology is integrated with and impacts all aspects of HR from applicant tracking to eLearning. The Internet and other technologies are fundamentally changing the human capital marketplace as companies strive to become more efficient. Technology allows HR to automate processes and eliminate many of the more labor-intensive transactional and administrative processes that have burdened HR professionals for years.

Outsourcing: Any and all aspect of HR can be outsourced. According to research by Gartner, Inc., 80 percent of companies now outsource at least one HR activity, and the number is swiftly growing. For this reason, we do not consider outsourcing as a functional pillar within HR, but rather cross-functional. Increasing numbers of organizations are turning to specialized firms to supplement various aspects of human resource management. While outsourcing makes sense for many reasons, the primary benefit is containment/reduction of costs of routine transactional and administrative work. Another key reason is the belief that a company should outsource all non-mission critical aspects of its business.

What Differentiates Hire International from other providers

Hire International is a smaller global player that has the flexibility of small company pricing but the services and capacity of a large HR provider. This enables us to work with both large multi-national companies and smaller more regional businesses who may be more price sensitive as well. Additionally, the global scope of operations is beyond the capacity of the majority of the smaller

HR service companies of which we would compete with making our position in the mid market space internationally very competitive.

Our principals have extensive operating history in both the United States and China. This combined with our proprietary technology makes Hire International a global competitor.

B. Investment Policies

1. Investment in real estate or interests in real estate:

The Company currently has no investment or interests in real estate.

2. Investment in real estate mortgages:

None.

3. Securities of or interests in persons primarily engage in real estate activities:

None.

Item X: Nature and extent of facilities:

The Company's principal executive office is located at 500 N. Capital of Texas Hwy Bldg 3, 2nd Floor Austin, Texas 78746. This location is leased, with a month to month expiration.

In addition to this location the Company has the following properties currently leased:

1) 500 N Capital of Texas hwy

Building 3, Ste 100

Austin, Texas 78746

Lease expires: month to month

As of December 31, 2010 all of the locations were in good physical condition and satisfactory for their current use. All of the properties listed above are for general office use.

PART D: Management Structure and Financial Information

Item XI: Names of the Chief Executive Officer, members of the Board of Directors, as well as control persons

A. Directors and Executive Officers:

1. Directors:

The Directors of the Company as well as certain information about them, are as follows:

Name	Position	Age	Director Since
Mr. Matthew A. Cartwright	Chairman	34	2008*
Mr. Jeremy G. Stobie	Secretary	35	2008*
Mr. Christopher Beck	Board Member	40	2010

*“Director Since” refers to director of issuer only as a result of merger, actual tenure with business is longer

2. Executive Officers:

1. Name, Age, Position and Tenure with Issuer

Name	Position	Age	Position Since
Mr. Jeremy G. Stobie	Acting CFO	35	2008*
Mr. Zhuo “Tony” Yang	CIO	32	2008*
Mr. Chris Beck	EVP Business Dev	40	2008*

*“Position Since” refers to position with issuer only as a result of merger, actual tenure with business is longer

2. The business address for each the Executive Officers are as follows:

Mr. Matthew A. Cartwright
500 N. Capital of Texas Hwy
Building 3, 2nd Floor
Austin, Texas 78746

Mr. Jeremy G. Stobie
500 N. Capital of Texas Hwy
Building 3, 2nd Floor
Austin, Texas 78746

Mr. Zhuo “Tony” Yang
500 N. Capital of Texas Hwy
Building 3, 2nd Floor
Austin, Texas 78746

Mr. Chris Beck
Works Remotely

3. Employment History, Board memberships and other affiliations:

Mr. Matthew A. Cartwright

Mr. Cartwright is the Chairman of the Company since May of 2007. In addition to this role he also maintains a position as a senior executive and officer of a vehicle logistics company, United Road Services, Inc. which is the 2nd largest vehicle logistics company in the United States.

Matt Cartwright, CEO, has significant experience in the technology and logistics industries and possesses a unique command of business expertise. That has enabled him to create value in the various positions he has served in many large multinational companies. His direct interaction with multiple Fortune 10 companies has provides insight and perspective into the global markets as they exist and how they are evolving. Most recently, Mr. Cartwright served with United Parcel Service (UPS) in operations and engineering capacities. Mr. Cartwright has been successful in the growth of companies both public and privately held entities via organic and acquisitive manners.

Other Relevant Experience Includes

8 years the in the Marine Corps/ Marine Corps Reserve.

Mr. Cartwright received his BA from the University of Arkansas.

Board Relations

Practice Consulting Institute

Board of Directors. PCI designs and implements supply chain models for global companies while delivering operational improvements.

Aside from Mr. Cartwright's employment with the Company he has been continuously employed by United Road Services, Inc. for the last 9 years.

Compensation in 2010: None

Mr. Jeremy G. Stobie

Mr. Stobie is responsible for the daily operations and management of the Company since early 2010 when Mr. Davis the prior CEO departed. Mr. Stobie has over 11 years experience in securities, private equity and corporate finance. Mr. Stobie is a certified public accountant (in the State of Texas) and in addition to his responsibilities with Hire International he maintains the position of Senior Partner in a large and well diverse CPA and consulting practice in Austin. Jeremy has over 7 years experience in the direct operation, acquisition and financing of businesses in China. He also currently maintains a position on

the General Partner of a private real estate investment and development firm AP Equity Properties, Ltd www.apequityproperties.com also based in Austin, Texas.

He is the former Managing Shareholder and principal owner of Beacon Capital Inc., an investment advisory and investment banking practice here in Austin (which was sold in 2004). Mr. Stobie has served as the Chief Executive Officer or Chief Financial Officer for various companies worldwide. His other business interests include serving as a partner in a restaurant development company, an international venture capital and incubation company, and a managing interest in various other domestic and international companies in the United States and Asia.

Other relevant experience includes 8 years as a non-commissioned officer in the United States Marine Corps/ Marine Corps. Reserve Infantry, 4.5 years in the legal field in Austin and 4.5 years in real property management. Mr. Stobie graduated from the University of Texas at Austin with a degree in Business and Economics and returned to the University to further complete his accounting education.

Aside from Mr. Stobie's employment with Hire International he is also the Managing Partner of Urbina & Company, a CPA firm in Austin, Texas.

Board Relations

Mr. Stobie resides on several boards of directors and has numerous investments in private partnerships and operating businesses.

Compensation in 2010: None

Mr. Zhuo "Tony" Yang

A native of Beijing China, Mr. Yang is an experienced senior manager and information technology professional. Tony was named Chief Information Officer of the Company in June of 2007.

Previous to his position with Hire International Mr. Yang was the CEO and Co-Founder of Differential Technology, Inc. a Dallas Texas based high-tech company from October 2003 until October 2006. During this period Mr. Yang was also a Senior Technology Consultant for the Turner Corporation from July 2004 until May of 2007. Previous to his position at Turner and Differential he was a Senior

Technical Consultant for McCallion Cantrell, LLC from June 2000 to June 2002. During this period Mr. Yang was managed a myriad of challenging technical and business problems.

Mr. Yang holds a BS degree in Marketing from the University of Texas at Austin, 2000 and an MBA from the University of Texas at Dallas with a concentration in Organization and Strategy 2006.

Board Relations

None

Compensation in 2010: None

Mr. Chris Beck

Mr. Beck was named Director of Business Development for Hire International in June of 2008. Additionally, Mr. Beck is a principal and co-founder of Soar Consulting. Chris served five years as a Naval Supply Corps Officer onboard an aircraft carrier. Upon leaving active duty in the Navy, Chris joined the nation's largest direct placement military recruiting firm as an Account Executive. He quickly became the #1 Account Executive in the company. His success led to several rapid promotions to District Manager, Regional Manager, National Sales Training Manager, and Director of Strategic Accounts. Chris was the youngest executive to be selected to partner in the firm's history. He was continuously recognized as the top sales executive with a unique ability to build a cohesive, driven sales force capable of delivering revenue growth in excess of 300%. His strategic recruiting partnership with Brian Davis led to the development of Soar Consulting.

Chris earned his BS degree from the United States Naval Academy with Merit. He was a 4 year Varsity Football letterman being selected as the Chevrolet Player of the Game against Notre Dame. He has been recognized as the 'bar raiser' in the military recruitment industry. Chris is continuously called upon to give leadership seminars to fellow alumni and military members on successful transition to corporate America.

Aside from his employment with Hire International, Mr. Beck has been continuously employed by Soar Consulting for the previous 5 years.

Board Relations

None

Compensation in 2009: \$100,000

5. Compensation of Directors and Executive Officers:

The following sets forth information concerning the compensation paid during the last fiscal year to directors and executive officers as a group serving at December 31, 2010:

Total Compensation Paid to Directors - \$0.00

Total Compensation Paid to Executive Officers - \$100,000

6. Beneficial Ownership of Officers/Directors

Name of Beneficial Owners	Relationship to Issuer	Type of Issue	Amount and Nature of Beneficial Ownership	Percent of Class
Matthew A. Cartwright*	Director/Officer	Common	144,514,872	21%
Matthew A. Cartwright	Director/Officer	Preferred	4,500,000	45%
Jeremy G. Stobie*	Director/Officer	Common	156,501,360	23%
Jeremy G. Stobie	Director/Officer	Preferred	4,500,000	45%
Christopher Beck	Director/Officer	Common	50,613,234	7%
Guangzhou Partners One, Ltd	Affiliate	Common	151,920,000	22%

* Includes Ratable Ownership In Guangzhou Partners One, Ltd.

B: Legal/Disciplinary History

Identify whether any of our Management team have in the past five years been the subject of the following:

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

None

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

None

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

None

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

None

C: Disclosure of Family Relationships.

Describe any family relationships among and between the issuer's directors, officers, persons nominated or chosen by the issuer to become directors or officers, or beneficial owners of more than five percent (5%) of any class of the issuer's equity securities.

Guangzhou Partners One, Ltd owns approximately 20% of the current outstanding shares of the issuer. Guangzhou Partners One, Ltd' ownership includes a minority limited partner interest by Mr. William Stobie, the father of Jeremy Stobie, Mr. Trey Dibrell father in-law of Matthew Cartwright.

D: Disclosure of Related Party Transactions.

Describe any transaction during the issuer's last two fiscal years and the current fiscal year or any currently proposed transaction, involving the issuer, in which (i) the amount involved exceeds the lesser of \$120,000 or one percent of the average

of the issuer's total assets at year-end for its last three fiscal years and (ii) any related person had or will have a direct or indirect material interest. Disclose the following information regarding the transaction:

1. The name of the related person and the basis on which the person is related to the issuer;

Jeremy Stobie – Control Person, Affiliate, Director/Officer
Matthew Cartwright – Control Person, Affiliate, Director/Officer

2. The related person's interest in the transaction;

Jeremy Stobie 50%
Matthew Cartwright 50%

3. The approximate dollar value involved in the transaction.

\$1,000,000 USD

4. Any other information regarding the transaction or the related person in the context of the transaction that is material to investors in light of the circumstance of the particular transaction.

In 2008 Mr. Stobie and Mr. Cartwright affected the sale of Talent Alliance Employment to Hire International (i.e. effectively financed this sale) for the amount of \$1,000,000 in note payable. The note was fully converted into common stock.

Note: In 2010 the Company acquired a 10% variable profits interest in HNL Technology Beijing for 40,000,000 restricted common shares of stock. Mr. Xiao Hai Wang owns a non-controlling interest in HNL and is also Mr. Jeremy Stobie's father-in-law. No formal valuation was performed incident to this transaction and the Company does not represent that this transaction was executed at fair value.

E. Disclosure of Conflicts of Interest.

Describe any conflicts of interest. Describe the circumstances, parties involved and mitigating factors for any executive officer or director with competing professional or personal interests.

In 2010 the Company acquired a 10% variable profits interest in HNLV Technology Beijing for 40,000,000 restricted common shares of stock. Mr. Xiao Hai Wang owns a non-controlling interest in HNLV and is also Mr. Jeremy Stobie's father-in-law. No formal valuation was performed incident to this transaction and the Company does not represent that this transaction was executed at fair value.

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

See attached "2010 Annual Report and Financial Statements"

The financial Statements that are attached are as follows:

Comparative Balance Sheet 2010 and 2009

Comparative Statement of Income 2010 and 2009

Statement of Cash Flows 2010

Statement of Changes of Shareholder's Equity 2010

Notes to the Financial Statements 2010

The statements are incorporated by reference in this document, and are located on pages 2-10 of this document.

Item XII Similar Financial Information for such part of the two preceding fiscal years as the issuer or its predecessor has been in existence.

These financial reports have been posted to the OTC Disclosure and News Services under the headings "2009 Annual Report" and "2008 Annual Report". The reports can be found on pages 3-8 of the respective documents.

These reports are accessible for the public to download at www.otcmarkets.com

These financial statements are incorporated by reference, and are located on pages 2-10 of this document.

Item XIV: Beneficial Owners

Provide a list of the name, address and shareholdings of all persons beneficially owning more than 5% of any class of the issuer's equity securities

The following table sets forth information as of December 31, 2010, concerning equity ownership of a) all persons know by Hire International to be the beneficial owners of 5% of more of its outstanding Common Stock

Name of Beneficial Owners	Relationship to Issuer	Type of Issue	Amount and Nature of Beneficial Ownership	Percent of Class
Matthew A. Cartwright	Director/Officer	Common	120,040,560	18%
Matthew A. Cartwright	Director/Officer	Preferred	4,500,000	45%
Jeremy G. Stobie	Director/Officer	Common	120,040,560	18%
Jeremy G. Stobie	Director/Officer	Preferred	4,500,000	45%
Christopher Beck	Director/Officer	Common	50,613,234	7%
Guangzhou Partners One, Ltd	Affiliate	Common	151,920,000	22%

Guangzhou Partners One Major Owners: Jeremy Stobie and Matthew Cartwright, they collectively own 40%.

Guangzhou Partners One, Ltd Address: 500 N Capital of Texas Hwy Bldg 3, Ste 100

Austin, Texas 78746

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

A. Investment Banker: None

B. Promoter: None

C. Counsel:

a. Securities

Mr. Andrew Stack, Esq.
22813 Hwy 71 West
Spicewood, TX 78669
E-mail: astacktx@yahoo.com
Phone: 1-512-773-8068

b. General Corporate Matters

Summers, Compton, Wells and Hamburg
8909 Ladue Road
St. Louis, Missouri 63124
E-mail: msayers@scwh.com
Phone: 1-314-872-0307

D. Auditor or Accountant:

The Company does not currently employ an auditor as its financial statements are not currently audited or reviewed by an outside accountant.

E. Public Relations Consultant: None

F. Investor Relations Consultant: None

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

None

Item XVI: Management's Discussion and Analysis or Plan of Operation

A and B. Plan of Operation and Managements discussion and Analysis of Financial Condition and Results of Operations.

Comparative Figures

Certain comparative figures have been reclassified to conform to the presentation of the 2010 and 2009 results. Management does not believe that these reclassifications

have created a material impact on the results of operations for the period. **Without a doubt it has been a challenging period for the Company**, and for the HR Services market in general.

Selected Annual Information

	2010	2009
Total Revenue	3,822,887	8,804,490
Net Income (Loss)	79,796	(330,594)
EBITDA	183,436	(199,052)
Per Share (Common)	0.00012	(0.00262)
Long Term Liabilities	886,077	1,417,509
Cash Dividends	-	-
Selling General and Administrative	269,438	962,672

Our revenues decreased by 43% from the year ended 2009 to the year ended 2010. This was primarily due to the Company's decision not to renew certain non-profitable clients and some continued influence of a slow hiring market in the United States.

Although revenues decreased the Company recognized \$79,796 of net income in 2010.

The following is a discussion of certain expense categories:

Selling general and administrative

The consolidated companies experienced a net decrease in selling general and administrative expenses for the periods covered from \$962,672 to \$269,438. This was due to in part due to our continued aggressive reduction in expenses and overhead as the economic environment began to impact our business in December of 2008. In addition Mr. Stobie and Mr. Cartwright provided their services to the Company at no cost and did not accrue or draw salaries in 2010.

Amortization

Amortization for the year ended December 31, 2010 decreased by \$992.

Bad Debt

\$30,000 of bad debt was recovered in 2010 as the Company made continued progress with collections on delinquent customers. This \$30,000 was recognized in income and had a positive effect on the Company's net income.

Income Tax

No provision for income tax was made for 2010 or 2009 as the Company has significant net operating losses available to it. Some of the entities consolidated were LLCs and Subchapter S corporations, for which no tax liability would be recorded as such income or loss would be accretive to the shareholders and not the entity. The Subchapter S elections would be terminated effective as of the date of the acquisition of the subsidiary company, therefore subsequent charges for income tax or deferred income tax may be made in later years.

Operations

Contingent Staffing

Contingent Staffing revenues only decreased from 2009 to 2010 by \$14,628 or 3.2%. The Company will continue to market these services to existing clients, but will also expand this service offering to Companies that are in industries currently experiencing a growth cycle such as oil and energy services. *However, the Company has seen an increase in activity in this business unit in 2011 and expects to see revenue growth from 2010 in 2011.*

Employee Leasing

Our employee leasing business experienced net shrinkage of \$4,813,417 or 62% from the 2009 period to the 2010 period. This was due in most part to our choice to not renew certain clients and our decision to not focus on actively marketing this business unit. *We expect this business to continue to be affected by the macro economic environment and will not grow unless the employment market begins to expand again.*

Direct Placement Recruiting

Direct Placement Recruiting revenues for 2010 shrank by \$170,959 or 32.29%. This loss in revenue was almost wholly attributable in a severe slowdown in hiring in the United States in 2009 and 2010. While Soar's revenue has decline management feels that this business has made progress in its efforts to restructure the business and achieve revenue stability.

China Operations

We realized \$16,855 of income from China operations in 2010.

FINANCIAL POSITION, LIQUIDITY AND CAPITAL RESOURCES

Cash and Accounts Receivable

Cash for the period increased from \$4,345 as of 12/31/2009 to \$54,129 as of 12/31/2010. For the same period accounts receivable decreased from \$375,452 to \$348,183.

Software Development Costs

We experienced no capitalized software development costs in 2010. All software development costs were expensed as incurred as payroll or other expense.

Liabilities

Total liabilities decreased during the period from \$1,558,023 to \$1,107,291. This decrease was the result of pay-downs of bank debt required as a result of the economic environment as well as a reduction in spending (G&A) and a requisite reduction in accrued liabilities (for items such as payroll and payroll taxes)and debt conversions into common stock.

Shareholder's Equity

Shareholder's equity increased during this period from \$621,414 as of 12/31/2009 to \$1,203,392 as of 12/31/2010 as a result of debt conversion to common shares.

Dividend

The payment of dividends to shareholders will depend on a number of factors such as earnings, TA's financial requirements and other factors that the Board of Directors considers relevant in the circumstances. The Company currently does not have the intention to pay dividends on the common or preferred shares. The Board of Directors will review this policy, from time to time, as circumstances change. To date TA has not declared or paid any dividends on any of its shares.

Transactions with related parties

All related party transactions are recorded at the exchange amounts as agreed upon by the related parties.

In 2010, the Company incurred accounting fees for accounting/bookkeeping services provided by a company that an officer of the Company is also a Senior Partner of. This amount is included in the presentment of the financial statements.

In 2008, the Company acquired an operating business from an entity controlled by Mr. Matthew Cartwright and Mr. Jeremy Stobie for \$1,000,000. Such purchase price was not paid in cash, and is was payable or convertible to common stock under certain circumstances. A copy of the complete agreement is available on the pinksheets.com website in the current information disclosure for the 1st quarter of 2008. Management believes that the purchase price for this asset was fair value or less and as such has recorded this as goodwill on its balance sheet for a like amount.

In December of 2008 Mr. Cartwright and Mr. Stobie elected to "write-down" \$350,000 of such loans for the benefit of the Company and convert \$150,000 of such loans to restricted common stock at a purchase price of fifteen cents (.15).

If this write-down was not categorized in this manner, (see the 2008 financial statements) the Company would have experienced a net loss for 2008.

In 2010 Mr. Cartwright and Mr. Stobie converted their remaining balances due under this note into common stock. The Company has no further obligation with regard to this transaction.

RISK AND UNCERTAINTY FACTORS

History of losses and anticipate that we may see continued losses for the foreseeable future

While the Company did experience net income of \$79,796 in 2010, the Company has a history of prior period net losses. As a result of the current market environment, the Company may experience net losses in the future.

The Company 's ability to continue as a going concern is dependent on a myriad of factors, including the acceptance of its technology products and service offerings in China and successful execution of its business units in the United States. The increase in operational costs in China and the continued spending on development costs for the Company's technology applications requires that the company be able to obtain necessary financing to fund these expenses. The outcome of these matters cannot be predicted at this time.

Failure of one or more of the Company's Subsidiaries

In the event that one of the Company's subsidiaries fails it is highly likely that litigation related to a failure could drain the Company's resources to the extent that it may bring upon a failure of the entire Company.

Controlled Company

Concentration of ownership among our principal stockholders may prevent new investors from influencing significant corporate decisions.

Seasonality and Susceptibility to Economic Trends

Historically the Company and its subsidiaries have been subject to both seasonality in their operations and are highly effective by general economic trends in their operating countries. The Global economy is currently undergoing a severe economic slowdown (recession) and financial crisis and some components of our business have been affected by this slowdown.

Exchange Rate

The reporting currency of the Company is the United States Dollar. However, the Company may earn revenue in CNY or RMB (the legal currency of China). The value of the RMB is tied to a basket of currencies of China's largest trading partners, and is not freely convertible currency. The appreciation of RMB against the US Dollar would result in an increase in the asset, liabilities and revenues and expenses of its Chinese business units and a foreign currency gain would be included in comprehensive income. Conversely, the devaluation of RMB against the US Dollar would result in the decrease of the assets, liabilities, revenues and the expenses of the Company and a foreign currency loss included in comprehensive income. The rate fluctuation may or may not have a material impact on Hire's consolidated financial reporting.

Tax and Legal Systems in China

The Company, through its subsidiaries, expects to conduct a significant amount of business in China. China currently has a number of laws related to various taxes imposed by both federal and regional government authorities. Applicable taxes imposed by both federal and regional government authorities. Applicable taxes include the value added tax, corporate income tax (profits tax), and payroll (social) taxes together with others. Laws related to these taxes have not been in force for a significant period, in contrast to more developed market economies; therefore implementing regulations are often unclear or nonexistent. Often, differing opinions regarding legal interpretation exist both among and with government ministries

and organizations; thus, creating uncertainties and areas of conflict. Tax declarations, together with other legal compliance areas (as examples, customs and currency control matters) are subject to review and investigation by a number of authorities, which are enabled by law to impose extremely severe fines, penalties and interest charges. These facts create tax risks in China substantially more significant than typically found in countries with more developed tax systems.

Management believes that the Company is and will remain in substantial compliance with the tax laws effecting its operations; however, the risk remains that the relevant authorities could take differing positions with regard to interpretive issues and the effects could be significant. The fact a year has been reviewed does not close that year, or any tax declaration applicable to that year, from further review.

In addition, 2008 introduced a new labor law in China. The components and effects of this law are wide reaching and not employer friendly. In the event that the Company terminates employees it will have an increased cost and risk of legal action as a result of such terminations.

Competition

The human resource marketplace is a highly competitive and fragmented industry that is poised for enormous growth in the next 10 years as companies and countries around the world invest in their human resources infrastructure. The 2008 Global CAGR estimated growth rate was around 15% annually, but 2009 saw dramatic negative growth and high unemployment.

The human capital marketplace is a multi-hundred billion dollar industry encompassing tens of thousands of suppliers selling hundreds of different products and services including recruitment and staffing, employee benefits, payroll, training and development and more. There is a significant amount of competition in the marketplace for the Company's products and services. The Competition may have more clear and adequate branding, market presence and capital than the Company.

Management feels that it has a significant competitive advantage in size, pricing, services offerings and speed of deployment in China at the current time, however, there are many global players who offer very similar products and services entering the Chinese market already and are more still entering the United States market – where competition is already significant.

Funds Remittance from China

Earnings and profits may be distributed freely from United States Operations, however funds remittance from China to the United States parent may be more

complex. Provided that a conversion of Renminbi into foreign exchange and the remittance of foreign exchange are duly arranged in accordance with the relevant laws and regulations on foreign exchange, a Foreign Investment Enterprise (“FIE”) is able to remit dividends and other payments from China.

According to the 1999 Circular on Relevant Questions Concerning the Remittance of Profits, Dividends and Bonuses out of China Through Designated Foreign Exchange Banks, effective from 1 October 1999, an FIE is permitted to remit profits, dividends and bonuses out of China in proportion to the amount of registered capital that has been paid up, notwithstanding that its registered capital has not been paid up pursuant to its constitutional documents.

Management

The Company currently has a small executive management group, which is sufficient for its present size and operations. Although the Company’s development to date has largely depended on and in the future will continue to depend upon the efforts of certain current executive management, the loss of a member of this group could have a material adverse effect on the Company.

Acquisitions

The Company hopes to continue to make key strategic acquisitions for companies in both the United States and in China. Historical financial results of these acquired companies may not be an indicator of future performance, therefore, it is possible that the Company may end up acquiring an operating company that becomes a financial burden to the consolidated group. This may happen in the United States and China. In this event it is possible that by acquiring an operating business, even in a wholly stock transaction that the Company becomes less financially viable than before the acquisition.

It is also possible, namely in China, that an acquired Company may have significant legal and tax liabilities what were not made clear to the Company at the time of the transaction. While management exercises due care while performing due diligence on an acquired company (or target), it is possible that these liabilities may not be known to the Company until an enforcement action has begun. In this event, it is possible that the economic results of these actions may exceed the coverage of any indemnifications or escrow accounts created for these purposes.

SIGNIFICANT ACCOUNTING POLICIES

Presentment of Financial Statements

While these notes are also included in the notes of the financial statements for this period management believes that it is important to also disclose these facts within this MD&A.

The accompanying consolidated financial statements of Hire International, Inc. as of prepared in accordance with accounting principles generally accepted in the United States.

As such the consolidated financial statements include the accounts of the Company and its subsidiaries. All significant intercompany accounts and transactions have been eliminated.

The results of the periods presented in these financial statements are not necessarily indicative of the results that may be expected for any future period. While management believes that these financial statements are a fair representation of the economic results of operations and financial condition of the consolidated companies, the financial statements are unaudited. Therefore, it is the opinion of management that an audit would require adjustments to these financial statements and that these adjustments may or may not be material to the presentation in substance or form.

Management has elected to omit certain notes to the financial statements including, but not limited to a presentation of fixed assets, leases, commitments and contingencies, intangible assets and contingent guarantees and detailed notes on shareholder transactions.

Use of Estimates

The preparation of financial statements in conformity with principles generally accepted in the United States of America requires management to make estimates and assumptions which affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and revenues and expenses for the years reported. Actual results could differ from these estimates.

Goodwill

Goodwill is the residual amount that results when the purchase price of an acquired business exceeds the sum of the amounts allocated to the identifiable assets acquired, less liabilities assumed based on their fair values. Goodwill is as of the date of the business combination to the Company's reporting units that are expected to benefit from the synergies of the business combination.

Goodwill is not amortized and is tested for impairment annually or more frequently if events or changes in circumstances indicate that the asset might be impaired. Impairment is assessed through a comparison of the carrying amount of the reporting unit with its fair value. When the fair value of a reporting unit is less than its carrying amount, goodwill of the reporting unit is considered to be impaired, and the fair value of the reporting unit's goodwill shall be compared with its carrying amount to measure the amount of the impairment loss. Any impairment of goodwill will be expensed in the period of impairment.

Revenue Recognition

Sales from products and services are recognized in accordance with US GAAP. Generally this is done when services are rendered and payments are received or rights to receive consideration are obtained and collection of consideration is reasonably assured. Revenues received in advance of these criteria are deferred until future periods. Interest income is recognized when earned.

OUTLOOK

The Company is continuing to develop and offer its service offerings in the United States. In parallel to this effort the Company is continuing to develop its technology and service offerings in the People's Republic of China. The Company has and will continue to deploy its applications and deploy such applications in China and the United States.

The Company has experienced a serious and material slowdown. It is likely that the Company may be able to secure either sufficient revenues or investment capital to continue and expand the business. However, it is just as likely that the Company may not be able to secure the sufficient revenue or investment and will fail. Any purchase of the Company's stock or investment into the Company is made with a high degree of risk of loss.

Additional Disclosures

Legal Proceedings

As of the date of these financial statements the Company was involved with legal proceedings. These proceedings include two claims. The first being a lawsuit filed in the State of California against Soar Consulting and Hire International (Doe 1), whereby a former independent contractor has made certain claims that he/it should have been classified as an employee and is seeking relief and award as compensation. The Company believes that these allegations are without merit and has retained counsel to vigorously defend against such action.

The second legal proceeding was not material in amount (as related to the Company's assets) and was settled amicably and dismissed with prejudice in January of 2010.

Additionally, from time to time during the ordinary course of business the company may engage legal counsel for various actions.

Defaults Upon Senior Securities

The Company has not defaulted on any senior securities.

Other Information

The Company's Management and Board of Directors again stresses to our investors that the current market environment has placed an extreme amount of stress on our organization. While we continue to work hard and make efforts to succeed, we still have a great deal of progress to make financially to return to a solvent successful business.

Any investment made in the Company's stock should be made only by someone with the capacity to lose his or her entire investment without such loss creating a material effect to such shareholder's financial position, or hardship.

Exhibits

2010 and 2009 Comparative Financial Statements and Notes are attached hereto as Exhibit and are referred to herein. An issuer certification is also attached hereto.

C. Off Balance Sheet Arrangements

None

Part E: Issuance History

Item XVII: List of securities offerings and shares issued for services in the past 2 years

A. Shares issued for services in the past two years (as of 12/31/10):

200,000 Shares Issued to Consultant (Non-Affiliate) 5/19/09

Expense Recognized by the Company \$1,000

The Company received no funds from the Consultant

Shares were issued at the basis of .005 which was the average bid at the date of issuance (as quoted on www.pinksheets.com)

Shares are Restricted

Shares contain a legend indicating that the shares have not been registered under the Securities Act and are restricted.

600,000 Shares Issued to Ad Agency (Material Development) 08/17/09

Expense Recognized by the Company \$3,000

The Company received no funds from the Consultant

Shares were issued at the basis of .005 which was the average bid at the date of issuance (as quoted on www.pinksheets.com)

Shares are Restricted

Shares contain a legend indicating that the shares have not been registered under the Securities Act and are restricted.

350,000 Shares Issued to Consultant (Non-Affiliate) 05/19/09

Expense Recognized by the Company \$1,750

The Company received no funds from the Consultant

Shares were issued at the basis of .005 which was the average bid at the date of issuance (as quoted on www.pinksheets.com)

Shares are Restricted

Shares contain a legend indicating that the shares have not been registered under the Securities Act and are restricted.

B. List of Securities offerings

Reg D Private Placement 2008

Offering Amount (Maximum): \$990,000

Amount Raised: \$327,500 (gross proceeds to Issuer)

Shares Issued: 2,183,333

Trade Status of Shares: Restricted

Offering Price Per Share: .15

Shares issued carry a restricted legend indicating that the shares have not been registered under the Securities Act and are restricted.

Part F: Exhibits

Item XVII: Material Contracts

- A. Stock Purchase Agreement dated as of April 30, 2008 by and between St Charles Acquisition Company, LLC and the Company. Such entity is controlled by Mr. Matthew Cartwright and Mr. Jeremy Stobie.

- B. Form of Employment Agreement dated as of January 1, 2008, by and between the Company and Mr. Matthew Cartwright.

- C. Form of Employment Agreement dated as of January 1, 2008 by and between the Company and Mr. Jeremy Stobie.

- D. Form of Employment Agreement dated January 1, 2008 by and between the Company and Mr. Zhuo Yang.

Item XIX: Articles of Incorporation and Bylaws

A. Complete Copy of the issuer's articles of incorporation.

A complete copy is attached as exhibit to this filing.

B. A complete copy of the issuer's bylaws.

A complete copy is attached as exhibit to this filing.

C. A complete copy of the issuer's amended articles

A complete copy is attached as exhibit to this filing

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

To the best of the Company's knowledge there have been no open market purchases of the equity securities of the Company by the Issuer or Related Parties in the last of the most two recent calendar years, and the most recent calendar quarter.

Current Reporting Obligations for the Year Ended December 31, 2010

1. Entry into a Material Definitive Agreement

None

2. Termination of a Material Definitive Agreement

None

3. Completion of Acquisition or Disposition of Assets, including but not limited to Mergers

None

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

None

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

None

6. Costs Associated with Exit or Disposal Activities

None

7. Material Impairments

None

8. Sale of Equity Securities

None

9. Material Modifications to Rights of Security Holders

Yes, in September 2010 the Company's certificate of incorporation was restated to reflect the following changes:

Increase in Authorized Common Share Issuance from 500,000,000 to 950,000,000. Increase in Authorized Preferred Share Issuance from 30,000,000 to 50,000,000. Voting preference of 1:100 for Preferred Shares (this was changed in 2009)

10. Changes in Issuers Certifying Accountant

None

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

None

12. Changes in Control of the Issuer

None

13. Departure of Directors or Principal Officers; Election of Directors, Appointment of Principal Officers.

Mr. Brian Davis left the Company in early 2010, Mr. Jeremy Stobie assumed the position of CEO.

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

Yes, Amendments described in Number 9 above and attached as exhibit to this document (Exhibit XIX C)

The Amendment was effective as of September 23, 2009.

The Amendment provided for the following changes:

Increase in Authorized Common Stock from 500,000,000 to 950,000,000

Increase in Authorized Preferred Stock from 30,000,000 to 50,000,000

The Company's name was changed to Hire International, Inc.

15. Amendments to Issuer's Code of Ethics, or Waiver of a Provision of the Code of Ethics. None

Item XXI: Issuer's Certifications.

I, Jeremy G. Stobie hereby certify that:

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

March 27, 2011

/S/ Jeremy Stobie

Chief Executive Office

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Attached As Exhibit XVII A

AGREEMENT FOR PURCHASE AND SALE OF STOCK

THIS AGREEMENT (this "Agreement"), dated as of the 30th day of April, 2008 is made by and among St Charles Acquisition Company, being the owner of all of the shares of stock of St. Charles Food Service Employment, Inc. a Missouri corporation (the "Company"); Mr. Matthew Cartwright and Mr. Jeremy Stobie as its sole Members (all such individuals are hereinafter collectively referred to as the "Sellers") and Computer Engineering Organization, Inc. DBA Hire International, a Florida Corporation as ("Buyer").

ARTICLE I. PURCHASE AND SALE; PRICE

1.1 Purchase and Sale of the Shares and Personal Goodwill of the Sellers. At the Closing (defined herein) and in the manner herein provided, the Sellers shall sell and deliver 100 percent (100%) of the outstanding shares of capital stock of the Company (the "Shares") to Buyer, and Buyer shall purchase the Shares and the personal goodwill of Sellers from the Sellers on the terms and conditions set forth herein.

1.2 Purchase Price. Subject to the terms and conditions of this Agreement and in reliance on the representations and warranties of the Sellers contained herein, and in consideration of the sale, conveyance, transfer and delivery of the Shares and the personal goodwill of the Sellers provided for in this Agreement, Buyer agrees to pay to the Sellers an aggregate purchase price (the "Purchase Price") of One Million Dollars and 00/100 Dollars (\$1,000,000.00). The Purchase Price shall be paid as follows:

(a) One Million and 00/100 Dollars (\$1,000,000.00) shall be paid at the election, or "call" of the sellers or at the discretion of the Buyers. Such call may not be made sooner than one year from the date of this agreement or upon the receipt of equity investment into the buyer or its Parent in an amount that exceeds the current operating needs of the Company after the payment of expenses for such offering, whichever occurs sooner. In the event that such funding is not made within 12 months of the date of this agreement, the sellers may, at their sole election convert the purchase price payable into common stock of the buyer or its parent company at a ratio of 1.25 times the purchase price in shares, whose price shall be determined by the monthly average quoted stock price for month preceding the execution of this provision. In the event that the purchase price become "callable" at any point it shall be paid within 5 business days of the receipt of written notice of such call from Buyer to Seller. At any time during this period the Buyer may elect to pay all or part of the outstanding purchase price without penalty.

(b) Interest shall only accrue in the event that purchase price remains unpaid for a period in excess of one year from the date of this agreement. In the event that part or all of the purchase price remains unpaid, interest shall become payable in monthly installments equal to 1% of the then outstanding balance. The buyer may elect to pay all or part of the outstanding purchase price without penalty.

(b) The Sellers and the Buyers agree to amend provisions of the purchase price and payment of the purchase price under further agreement in the event that a the Buyer secures financing which objects to the provisions of this agreement.

1.3 Payment of Liabilities; Definitions.

(a) Liabilities.

Payment of Liabilities Other Than Permitted Liabilities. The Sellers acknowledge and agree that the Purchase Price has been calculated, and is being paid, based on the agreement that the Company will have paid in full immediately prior to the Closing all liabilities and obligations of the Company other than the Permitted Liabilities. “Permitted Liabilities” shall mean all liabilities.

Excluded Liabilities. “Excluded Liabilities” shall mean collectively all liabilities of the Company other than the Permitted Liabilities. In the event any Excluded Liabilities exist at the Closing, then the Purchase Price shall be reduced by the aggregate amount of the Excluded Liabilities on a dollar for dollar basis. If the Purchase Price has already been paid when such liabilities or obligations are discovered by Buyer, then the Sellers will immediately pay such liabilities or obligations or repay Buyer for any expenditure incurred by Buyer in relation to such liabilities or obligations.

(b) Definitions.

(i) Definition of GAAP or Generally Accepted Accounting Principles. “GAAP” or “generally accepted accounting principles” shall mean such principles, applied on a consistent basis, as set forth in Opinions of the Accounting Principles Board of the American Institute of Certified Public Accountants and/or in statements of the Financial Accounting Standards Board which are applicable in the circumstances as of the date in question. For purposes of this definition, the requirement that such principles be applied on a “consistent basis” shall mean that accounting principles observed in the current period are comparable in all material respects to those applied in the preceding periods, except as change is permitted or required under or pursuant to such accounting principles.

(ii) Definition of Laws. “Laws” shall mean, without limitation, all foreign, federal, state and local laws, statutes, rules, regulations, codes, ordinances,

plans, orders, judicial decrees, writs, injunctions, notices, decisions or demand letters issued, entered or promulgated pursuant to any foreign, federal, state or local law.

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

The Sellers hereby jointly and severally represent and warrant to Buyer as follows:

1.4 Organization. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri with all requisite corporate power and authority to carry on its business as it is now being conducted and to own, operate and lease its properties and assets and has completed the reorganization of the Company as contemplated by Section 5.7 of this Agreement and represents the current ownership structure of the Company

1.5 Shares; Options. The authorized capital stock of the Company and the shares of capital stock of the Company issued and outstanding, of all classes, are as set forth in Exhibit 2.2. The Company has no treasury stock. All of the Shares are validly issued, fully paid and nonassessable and are owned by the Sellers, free and clear of all encumbrances or claims. There are no issued and outstanding options, warrants, rights, securities, contracts, commitments, understandings or arrangements by which the Company is bound to issue any additional shares of its capital stock or options to purchase shares of its capital stock.

1.6 Authorization. The Sellers have full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. Except as set forth on Exhibit 2.3, none of Sellers are a resident of any state that has enacted community property statutes nor are any of the Sellers subject to any community property statutes.

1.7 No Violation. Except as set forth in Exhibit 2.4, the Company is not subject to or obligated under any article or certificate of incorporation, bylaw, Law or any agreement or instrument, or any license, franchise or permit, which would be breached or violated by the Sellers' execution, delivery and performance of this Agreement. The Sellers will comply with all applicable Laws in connection with their execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

1.8 Governmental Authorities. The Sellers are not required to submit any notice, report or other filing with, and no consent, approval or authorization is required, by any governmental or regulatory authority in connection with the execution, delivery, consummation or performance of this Agreement or the transactions contemplated hereby.

1.9 True and Complete Copies. Copies of all agreements, contracts and documents delivered and to be delivered hereunder by the Sellers or the Company are, and will be, true and complete copies of such agreements, contracts and documents. All written summaries of oral agreements will be true and complete.

1.10 Litigation. Except as set forth in Exhibit 2.12, there is no suit, action, investigation or proceeding pending or, to the knowledge of any of the Sellers, threatened against the Company or any of the Sellers which, if adversely determined, would adversely affect the business, prospects, operations, earnings, properties or the condition, financial or otherwise, of the Company, nor is there any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator outstanding against the Company having, or which, insofar as can be reasonably foreseen, in the future may have, any such effect.

1.11 Tax Matters. The term “Taxes” means all net income, capital gains, gross income, gross receipts, sales, use, transfer, ad valorem, franchise, profits, license, capital, withholding, payroll, employment, excise, goods and services, severance, stamp, occupation, premium, property, windfall profits, customs, duties or other taxes, fees or assessments, or other governmental charges of any kind whatsoever, together with any interest, fines and any penalties, additions to tax or additional amounts incurred or accrued under applicable Law or assessed, charged or imposed by any governmental authority, domestic or foreign, provided that any interest, penalties, additions to tax or additional amounts that relate to Taxes for any taxable period (including any portion of any taxable period ending on or before the Closing Date) shall be deemed to be Taxes for such period, regardless of when such items are incurred, accrued, assessed or imposed. For the purposes of this Section 2.13 and Section 4.2, the Company shall be deemed to include any subsidiary of the Company, any predecessor of the Company or any person or entity from which the Company incurs a liability for Taxes as a result of any transferee liability.

(a) The Company has duly and timely filed (and prior to the Closing Date will duly and timely file) true, correct and complete tax returns, reports or estimates, all prepared in accordance with applicable Laws, for all years and periods (and portions thereof) and for all jurisdictions (whether federal, state, local or foreign) in which any such returns, reports or estimates were due. All Taxes shown as due and payable on such returns, reports and estimates have been paid, and there is no current liability for any Taxes due and payable in connection with any such returns. The Company has not been a member of any consolidated, combined or unitary group for federal, state, local or foreign tax purposes. The Company has not been party to any joint venture, partnership or other arrangement that could be treated as a partnership for federal income tax purposes.

1.12 Government Contracts. No Contract or other aspect of the business of the Company is subject to the Federal Acquisition Regulations or other regulations of any governmental agency. The Company has not bid on or been awarded any “small business set aside contract”, any other “set aside contract” or other order or contract requiring small business or other special status at any time during the last three years. None of the Company’s expected sales or orders will be lost, and the Company’s customer relations will not be damaged, as a

result of the Company continuing its operations as an entity that does not qualify as a small business.

1.13 Compliance with Law. The Company has not previously failed, and is not currently failing, to comply with any applicable Laws relating to its business or the operation of its assets where such failure or failures would individually or in the aggregate have an adverse effect on the financial condition, business, operations or prospects of the Company. In particular, but without limiting the generality of the foregoing, the Company is in compliance with all applicable Laws relating to (i) anti-competitive practices, (ii) price fixing, (iii) health and safety, and (iv) the environment. There are no proceedings of record and no proceedings are pending or threatened, nor has the Company or any of the Sellers received any written notice regarding any violation of any Law, including, without limitation, any requirement of the United States Federal Trade Commission, any state or foreign franchise agency or regulatory authority, any requirement of the Occupational Safety and Health Administration (“OSHA”) or any pollution or environmental control agency (including air and water).

1.14 ERISA and Related Employee Benefit Matters.

(a) Welfare Benefit Plans. Exhibit 2.17(a) lists each “employee welfare benefit plan” (within the meaning of Section 3(1) of the Employee Retirement Income Security Act of 1974 (“ERISA”)) maintained by the Company or to which the Company contributes or is required to contribute, including any multiemployer plan (“Welfare Benefit Plan”) and sets forth as of the most recent valuation date (i) the amount of any liability of the Company for payments due with respect to any Welfare Benefit Plan, (ii) the amount of any payment made and to be made, stated separately, by the Company with respect to any Welfare Benefit Plan for the plan year during which the Closing is to occur, and (iii) with respect to any Welfare Benefit Plan to which Section 505 of the Code applies, a statement of assets and liabilities for such Welfare Benefit Plan as of the most recent valuation date. Without limiting the foregoing, Exhibit 2.17(a) discloses any obligations of the Company to provide retiree health benefits to current or former employees of the Company.

(b) Pension Benefit Plans. Exhibit 2.17(b) lists each “employee pension benefit plan” (within the meaning of Section 3(2) of ERISA) maintained by the Company or to which the Company contributes or is required to contribute, including any multiemployer plan (“Pension Benefit Plan”). All costs of each Pension Benefit Plan have been provided for on the basis of consistent methods and, if applicable, in accordance with sound actuarial assumptions and practices that are acceptable under ERISA. With respect to each Pension Benefit Plan that is subject to Title I, Part 3 of ERISA (concerning “funding”), Exhibit 2.17(b) sets forth as of the valuation date (i) the unfunded liability for all accrued benefits, (ii) the funding method, (iii) the actuarially computed value of vested benefits, (iv) the fair market value of the assets held for funding purposes, (v) the amount and plan year of any “accumulated funding deficiency,”

as defined in Section 302(a)(2) of ERISA (arising for any reason whatever) that exists with respect to any plan year, and (vi) the amount of any contribution by the Company paid and to be paid, stated separately, for the plan year during which the Closing is to occur. With respect to each Pension Benefit Plan that is not subject to Title I, Part 3 of ERISA, Exhibit 2.17(b) sets forth as of the valuation date (i) the amount of any liability of the Company for any contributions due with respect to such Pension Benefit Plan and (ii) the amount of any contribution paid and to be paid, stated separately, by the Company with respect to such Pension Benefit Plan for the plan year during which the Closing is to occur.

(c) Other Employee Benefit Plans and Agreements. Exhibit 2.17(c) lists each fringe benefit, cafeteria, profit sharing, deferred compensation, bonus, stock option, equity purchase, pension, retainer, consulting, retirement, welfare, or other incentive plan or agreement, or employment agreement not terminable on thirty (30) days or less written notice, and any other employee benefit plan, agreement, arrangement, or commitment not previously listed on the Exhibits to this Section (the “Other Benefit Arrangements”) that is maintained by the Company or to which the Company contributes or is required to contribute.

(d) Compliance with Applicable Law. Each of the Pension Benefit Plans, Welfare Benefit Plans any related trust agreements, insurance contracts, annuity contracts, and other funding arrangements, comply with the provisions of ERISA and the Code and all other statutes, orders, governmental rules and regulations applicable to such Welfare Benefit Plans and Pension Benefit Plans. The Company has performed all of its obligations currently required to have been performed under all Welfare Benefit Plans and Pension Benefit Plans. There are no actions, suits or claims (other than routine claims for benefits) pending or threatened against or with respect to any Welfare Benefit Plans, Pension Benefit Plans or the assets of such plans, and no facts exist that could give rise to any actions, suits or claims (other than routine claims for benefits) against such plans or the assets of such plans. Each Pension Benefit Plan is qualified in form and operation under Section 401(a) of the Code, the Internal Revenue Service has issued a favorable determination letter with respect to each Pension Benefit Plan, and no event has occurred that will or could give rise to a disqualification of any Pension Benefit Plan under Code Section 401(a). No event has occurred that will or could subject any Welfare Benefit Plan or Pension Benefit Plan to tax under Section 511 of the Code.

(e) Administration of Plans. Each Welfare Benefit Plan and each Pension Benefit Plan has been administered to date in compliance with the requirements of ERISA and the Code. No plan fiduciary of any Welfare Benefit Plan, Pension Benefit Plan or Other Benefit Arrangement has engaged in (i) any transaction in violation of Section 406(a) or (b) of ERISA, or (ii) any “prohibited transaction” (within the meaning

of Section 4975(c)(1) of the Code) for which no exemption exists under Section 408 of ERISA or Section 4975(d) of the Code.

(f) Title IV Plans. With respect to each Pension Benefit Plan which is subject to the provisions of Title IV of ERISA in which the Company (for purposes of this subsection “the Company” shall include each trade or business, whether or not incorporated, which is a member of a group of which the Company is a member and which is under common control within the meaning of Section 414 of the Code and the regulations thereunder) participates or has participated, (i) the Company has not withdrawn from such Pension Benefit Plan during a plan year in which it was a “substantial employer” (as defined in Section 4001(a) (2) of ERISA), (ii) the Company has not completely or partially withdrawn from a Pension Benefit Plan that is a multiemployer plan, and the liability to which the Company would become subject under ERISA if the Company were to withdraw completely from all multiemployer plans in which it currently participates is not in excess of \$5,000 as of the most recent valuation date applicable thereto, (iii) the Company has not filed a notice of intent to terminate any such Pension Benefit Plan or adopted any amendment to treat such Pension Benefit Plan as terminated, (iv) the Pension Benefit Guaranty Corporation has not instituted proceedings to terminate any such Pension Benefit Plan, (v) no other event or condition has occurred that might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a Trustee to administer, any such Pension Benefit Plan, (vi) all required premium payments to the Pension Benefit Guaranty Corporation have been paid when due, and (vii) no “reportable event” (as described in Section 4043 of ERISA and the regulations thereunder) has occurred with respect to said Pension Benefit Plan.

(g) Copies of Plans. Exhibit 2.17(g) includes, to the extent not included in Exhibits 2.17(a) through 2.17(c), true and complete copies of: each Welfare Benefit Plan; each Pension Benefit Plan; each Other Benefit Arrangement, related trust agreements, annuity contracts, insurance contracts, and other funding arrangements; favorable determination letters; annual reports (Form 5500 series) required to be filed with any governmental agency for each Welfare Benefit Plan, each Pension Benefit Plan and each Other Benefit Arrangement, for the most recent three plan years, including, without limitation, all schedules thereto and all financial statements with attached opinions of independent accountants; current summary plan descriptions; and actuarial reports as of the last valuation date for each Pension Benefit Plan that is subject to Title IV of ERISA.

(h) Continuation Coverage Requirements for Health Plans. Each group health plan of the Company (including any plans of affiliates of the Company that must be taken into account under Section 4980B of the Code) has been operated in compliance with the group health plan continuation coverage requirements of Section 4980B of the

Code and Title I, Part 6 of ERISA and the requirements of the Health Insurance Portability and Accountability Act of 1996.

(i) Valid Obligations. Each Welfare Benefit Plan, Other Benefit Arrangement, Pension Benefit Plan, related trust agreement, annuity contract or other funding instrument is legal, valid and binding and in full force and effect, and there are no defaults thereunder. Except as specified in Exhibit 2.17(i), none of the rights of the Company thereunder will be impaired by the consummation of the transactions contemplated by this Agreement, and all of the rights of the Company thereunder will be enforceable by Buyer at and after the Closing without the consent or agreement of any other party other than consents and agreements specifically listed in Exhibit 2.17(i).

1.15 Insurance. Exhibit 2.19 lists and includes copies of all certificates of coverage regarding all of the Company's existing insurance policies, the premiums therefor and the coverage of each policy.

1.16 Liability for Services. There exist no claims, , against the Company for injury to person or property of its employees or any third parties suffered as a result of the performance of any service by the Company, including, but not limited to, claims arising out of the defective or unsafe nature of its products or services.

1.17 Bank Accounts. Exhibit 2.23 is a list of all bank accounts, lock boxes, post office boxes and safe deposit boxes maintained in the name of or controlled by the Company and the names of the persons having access thereto.

1.18 Intellectual Property. Exhibit 2.24 contains a complete and accurate list and summary description of all United States and foreign registered, pending and common law, trade names, service marks, trademarks, trade dress, domain names, logos and proprietary designations, all U.S. and foreign issued and pending patents, all U.S. and foreign copyrights and copyrightable material, whether or not registered, and any rights of publicity, franchises and technology rights and licenses, including computer software and programs (including all source code and object code) and websites, owned by or licensed to the Company (collectively, the "Intellectual Property Rights"). Sellers represent and warrant that the Company is the sole and exclusive owner of the entire right, title and interest in and to all Intellectual Property Rights and all proprietary know-how, trade secrets, inventions, discoveries, developments, research, and formulas, whether or not patentable, and all other proprietary information or property relating to the Company's current business or business prospects and any improvements, updates, enhancements or modifications related to any of the foregoing (collectively referred to as "Intellectual Property Assets"), other than the rights of licensor under any license agreements identified in Exhibit 2.24, and has good and marketable title to the Intellectual Property Assets free and clear of all royalty obligations, security interests, liens and encumbrances. Company does not unlawfully or wrongfully use or possess any Intellectual Property Assets and did not misappropriate the Intellectual Property Assets from another person or entity. The Company's

use of the Intellectual Property Assets does not conflict with or infringe upon the rights of any third party and no such claim of infringement or violation has been threatened or asserted or is pending against the Company, its end-user customers, licensees or licensors. Furthermore, no product, including final and intermediate products, made, imported, offered for sale, sold or distributed by the Company, or service provided by the Company, violates any license or infringes any intellectual property rights of any third party. The Sellers and the Company are each unaware that any of the foregoing claims or demands by any third party will be, or is likely to be made, or of any fact or circumstance that could reasonably give rise to any such claim or demand. The Company has not entered into any agreement, license, release, or order that restricts the right of the Company or Buyer to exploit the Intellectual Property Assets in any way. The execution, delivery and performance of this Agreement by the Company does not and will not violate any security agreement, indenture, order, or other instrument to which the Company is a party or by which it or any of its assets is bound. The Intellectual Property Assets are valid and enforceable and the Company and the Sellers have taken all necessary steps to ensure the validity and enforceability of the Intellectual Property Assets. The Company has the exclusive right to use all Intellectual Property Assets used in, or necessary for, the operation of the business as currently conducted. Each Intellectual Property Asset owned or used by the Company immediately prior to the Closing Date will be owned or available for use by Buyer on identical terms and conditions immediately subsequent to the Closing Date hereunder.

1.19 Disclosure. No representation or warranty made by any of the Sellers in this Agreement or in any agreement, instrument, document, certificate, statement or letter furnished to Buyer, by or on behalf of any of the Sellers in connection with any of the transactions contemplated by this Agreement contains any untrue statement of fact or omits to state a fact necessary in order to make the statements herein or therein not misleading in light of the circumstances in which they are made.

ARTICLE II. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Sellers, as follows:

2.1 Organization, etc. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas.

2.2 Authorization, etc. Buyer has full authority to enter into this Agreement and to carry out the transactions contemplated hereby.

ARTICLE III.
OTHER AGREEMENTS

Buyer and the Sellers covenant and agree that:

3.1 Consultants, Brokers and Finders. The Sellers and Buyer each represent and warrant that they have not retained any consultant, broker or finder in connection with the transactions contemplated by this Agreement. The Sellers and Buyer each hereby agree to indemnify, defend and hold the other party and its officers, directors, managers, members, employees and Affiliates, harmless from and against any and all claims, liabilities or expenses for any brokerage fees, commissions or finders fees due to any consultant, broker or finder retained by the indemnifying party.

ARTICLE IV.
CONDITIONS TO THE OBLIGATIONS OF BUYER

Each and every obligation of Buyer under this Agreement shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless waived in writing by Buyer:

4.1 Representations and Warranties; Performance. The representations and warranties made by the Sellers herein shall be true and correct on the date of this Agreement and on the Closing Date with the same effect as though made on such date; the Sellers shall have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed and complied with by them prior to the Closing Date.

4.2 Consents and Approvals. All consents from and filings with third parties, regulators and governmental agencies required to consummate the transactions contemplated hereby, or which, either individually or in the aggregate, if not obtained, would cause an adverse effect on the Company's financial condition or business shall have been obtained and delivered to Buyer.

4.3 No Adverse Change. There shall have been no adverse change since the Financial Statement Date in the business, prospects, financial condition, earnings or operations of the Company's business.

4.10 Other Documents. Sellers will furnish or cause the Company to furnish Buyer with such other and further documents and certificates of its officers and others as Buyer shall reasonably request to evidence compliance with the conditions set forth in this Agreement.

4.11 Other Agreements. The Agreements described in Article V shall have been entered into and delivered.

ARTICLE V.
CONDITIONS TO THE OBLIGATIONS OF THE SELLERS

Each and every obligation of the Sellers under this Agreement shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless waived in writing by all of the Sellers:

5.1 Representations and Warranties; Performance. The representations and warranties made by Buyer herein shall be true and correct on the date of this Agreement and on the Closing Date with the same effect as though made on such date; Buyer shall have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed and complied with by it prior to the Closing Date.

5.2 Payment. The payment described in Section 1.2 shall have been made.

5.3 Other Documents. Buyer will furnish the Sellers with such other documents and certificates to evidence compliance with the conditions set forth in this Article as may be reasonably requested by the Sellers.

ARTICLE VI.
CLOSING

6.1 Closing. Closing (the "Closing") shall be held on April 30, 2008, or on such other date (the "Closing Date") mutually agreed upon at such place or places as Buyer shall designate.

6.2 Deliveries at Closing.

(a) At the Closing, Sellers shall transfer and assign to Buyer all of the Shares by delivering certificates representing each of the Shares, duly endorsed for transfer to Buyer with signatures guaranteed, and the other agreements, certifications and other documents required to be executed and delivered hereunder at the Closing shall be duly and validly executed and delivered.

(b) At the Closing, Buyer shall transfer to Seller the cash consideration. Additionally, the other agreements, certifications and other documents required to be executed and delivered by Buyer hereunder shall be duly and validly executed and delivered.

(c) From time to time after the Closing, at Buyer's request and without further consideration from Buyer, the Sellers shall execute and deliver such other

instruments of conveyance and transfer and take such other action as Buyer reasonably may require to convey, transfer to and vest in Buyer and to put Buyer in possession of the Shares to be sold, conveyed, transferred and delivered hereunder.

6.3 Specific Performance. The parties agree that if any party hereto is obligated to, but nevertheless does not, consummate this transaction, then any other party, in addition to all other rights or remedies, shall be entitled to the remedy of specific performance mandating that the other party or parties consummate this transaction. In an action for specific performance by any party hereto against any other party, the other party shall not plead adequacy of damages at law.

ARTICLE VII. INDEMNIFICATION

7.1 Indemnification by the Sellers. The Sellers agree to indemnify Buyer and each of its members, managers, shareholders, officers, directors, employees, agents, subsidiaries and affiliates against any loss, damage, or expense, (including, but not limited, to reasonable attorneys' fees) ("Damages"), incurred or sustained by Buyer and each of its members, managers, shareholders, officers, directors, employees, agents, subsidiaries and affiliates as a result of (i) any breach of any term, provision, covenant or agreement contained in this Agreement by the Sellers; any such indemnification required under this Section 8.1 shall be limited to the Purchase Price.

7.2 Notice of Damages. Buyer shall give written notice to the Sellers stating specifically the basis for the claim for Damages, the amount thereof and shall tender defense thereof to the Sellers as provided in Section 8.4.

7.3 Offset for Damages. In addition to any other remedy, Buyer shall be entitled, but shall not be obligated, to offset all such claims for Damages against any obligation of Buyer to the Sellers now or hereafter existing.

7.4 Tender of Defense for Damages. Promptly upon receipt by Buyer of a notice of a claim by a third party which may give rise to a claim for Damages, Buyer shall give written notice thereof to the Sellers within fifteen (15) days of such notice. If the Sellers give to Buyer an agreement in writing, in a form reasonably satisfactory to Buyer's counsel, to defend such claim for Damages, the Sellers may, at their sole expense, undertake the defense against such claim and may contest or settle such claim on such terms, at such time and in such manner as the Sellers, in their sole discretion, shall elect and Buyer shall execute such documents and take such steps as may be reasonably necessary in the opinion of counsel for the Sellers to enable the Sellers to conduct the defense of such claim for Damages. If the Sellers fail or refuse to defend any claim for Damages, the Sellers may nevertheless, at their own expense, participate in the defense of such claim by Buyer and in any and all settlement negotiations relating thereto. In any and all events, the Sellers shall have such access to the records and files of Buyer relating to

any claim for Damages as may be reasonably necessary to effectively defend or participate in the defense thereof.

ARTICLE VIII.
MISCELLANEOUS PROVISIONS

8.1 Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented only by written agreement of the Sellers and Buyer.

8.2 Waiver of Compliance; Consents. Any failure of the Sellers on the one hand, or Buyer on the other hand, to comply with any obligation, covenant, agreement or condition herein may be waived in writing by Buyer or the Sellers, respectively, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8.3 Expenses. Each party will pay its own legal, accounting and other expenses incurred by such party or on its behalf in connection with this Agreement and the transactions contemplated herein. If the Company shall at any time pay any expenses incurred in connection with this Agreement or any part thereof or any of the proceedings and transactions contemplated hereunder including, without limitation, any legal, accounting, printing, filing or other costs, then the Purchase Price shall be reduced by an equal amount.

8.4 Investigations; Survival of Warranties. The respective representations and warranties of the Sellers and Buyer contained herein or in any certificates or other documents delivered prior to or at the Closing are true, accurate and correct and shall not be deemed waived or otherwise affected by any investigation made by any party hereto or by the occurrence of the Closing. Each and every such representation and warranty shall survive Closing.

8.5 Notices. Any notice, request, consent or communication (collectively, a “Notice”) under this Agreement shall be effective only if it is in writing and (i) personally delivered, (ii) sent by certified or registered mail, return receipt requested, postage prepaid, (iii) sent by a nationally recognized overnight delivery service, with delivery confirmed, or (iv) telecopied, with receipt confirmed, addressed as follows:

(a) If to the Sellers, to:

St Charles Acquisition Company, LLC

6836 Bee Caves Road, Ste 288

Austin, Texas 78746

Telephone: 512-328-9090

(b) If to Buyer, to:

6034 W. Courtyard Dr.

Ste 150

Austin, Texas 78730

Telephone: (512) 828-4770

or such other persons or addresses as shall be furnished in writing by any party to the other party. A Notice shall be deemed to have been given as of the date when (i) personally delivered, (ii) three (3) days after the date when deposited with the United States mail properly addressed, (iii) when receipt of a Notice sent by an overnight delivery service is confirmed by such overnight delivery service, or (iv) when receipt of the telecopy is confirmed, as the case may be, unless the sending party has actual knowledge that a Notice was not received by the intended recipient.

8.6 Governing Law; Dispute Resolution.

(a) This Agreement shall be governed by the laws of the State of Texas (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of the State of Texas) as to all matters including, but not limited to, matters of validity, construction, effect, performance and remedies.

(b) Any dispute between any of the parties hereto or any claim by a party against another party arising out of or relating to this Agreement or relating to any alleged breach thereof including, without limitation, the calculation of the Closing Financials and Computations and the payment pursuant to Section 1.4, shall be

determined by arbitration in accordance with the rules then in force of the American Arbitration Association. The arbitration proceedings shall take place in Texas, or such other location as the parties in dispute may agree upon. The arbitration proceedings shall be subject to the substantive laws of the State of Texas. There shall be one arbitrator, as shall be agreed upon by the parties in dispute, who shall be an individual skilled in the legal and business aspects of the subject matter of this Agreement and of the dispute. In the absence of such an agreement, each party in dispute shall select one arbitrator and the arbitrators so selected shall select a third arbitrator. In the event the arbitrators cannot agree upon the selection of a third arbitrator, such third arbitrator shall be appointed by the American Arbitration Association at the request of any of the parties in dispute. The arbitrator shall be an individual skilled in the legal and the business aspects of the subject matter of this Agreement and of the dispute. The decision rendered by the arbitrator shall be accompanied by a written opinion in support thereof. Such decision shall be final and binding upon the parties in dispute without right of appeal. Judgment upon any such decision may be entered into in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the decision in an order of enforcement. Costs of the arbitration shall be assessed by the arbitrator against all or any of the parties in dispute and shall be paid promptly by the party or parties so assessed.

8.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.8 Neutral Interpretation. This Agreement constitutes the product of the negotiation of the parties hereto and the enforcement hereof shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship hereof.

8.9 Headings. The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.10 Entire Agreement. This Agreement, which term as used throughout includes the Exhibits hereto, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first hereinabove set forth.

**COMPUTER ENGINEERING ORGANIZATION, INC
DBA HIRE INTERNATIONAL**

By: /S/ Matthew Cartwright

Name: Matthew Cartwright

Title: Chief Executive Officer

SELLERS:

ST CHARLES ACQUISITION COMPANY, LLC

/S/ Matthew Cartwright

Matthew Cartwright - Member

/S/ Jeremy Stobie

Jeremy Stobie - Member

Attached As Exhibit XVII B

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (this "Agreement") is entered into as of January 1, 2008: by and between **COMPUTER ENGINEERING ORGANIZATION, INC. DBA HIRE INTERNATIONAL, INC.**, a Florida corporation (the "Company") and Mr. Matthew Cartwright (the "Employee" or "Executive").

RECITALS

WHEREAS, the Company and its subsidiaries are engaged in the business of Human Resources Outsourcing, Staffing, Vendor Management, and Software services (the "Business");

WHEREAS, the Company desires to employ Employee on a full-time basis and Employee is willing to be employed by the Company in that capacity on the terms and conditions set forth in this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Employee hereby agree as follows:

Employment.

Retention. The Company agrees to employ Employee as Chief Executive Officer of the Company, and the Employee agrees to accept such employment, as approved by the Board of Directors, and serve in such position, subject to the terms and conditions of this Agreement.

Employment Period. The period during which the Employee shall serve as an employee of the Company (the "Employment Period") shall commence on the date hereof, and unless earlier terminated pursuant to this Agreement, shall expire on the third (3rd) anniversary of the date hereof (unless extended by mutual agreement of the parties hereto).

Duties and Responsibilities. During the Employment Period, the Employee shall have such authority and responsibility and perform such duties as may be assigned to him from time to time at the direction of the and the Board of Directors (the "Board") of the Company, and in the absence of such assignment, such duties customary to Employee's office as are necessary to the business and operations of the Company. During the Employment Period, the Employee's employment shall be full time and the Employee shall perform his duties honestly, diligently, competently, in good faith and in the best interests of the Company, and shall use commercially reasonable efforts to promote the interests of the Company. The Employee, shall, however be allowed to hold other full time positions and maintain other active business interests.

Compensation. In consideration for the Employee's services hereunder and the restrictive covenants contained herein, the Employee shall be paid during the Employment Period an annual salary equal to \$180,000 payable in equal installments (pro rated for portion s

of a pay period) on the Company's regular pay days, subject to withholding by the Company of all applicable federal and state income, social security, disability and other taxes as required by applicable law (the "Salary"). On at least an annual basis, the Board of Directors will review the Executive's performance and may increase the Base Salary if, in his discretion, any such increase is warranted. The Company may also pay the Executive such bonuses and other incentive compensation, including without limitation, stock options, as may be determined from time to time to be appropriate by the CEO, Board or the Compensation Committee.

The Executive shall reserve the right to “set aside” any of these amounts, in whole or in part, in the event that the Executive in his sole discretion feels as if the financial condition of the Company does not warrant or support the payment of the Executive’s salary. In the event that such amounts are “set aside” such shall be a permanent set aside, they will not accrue, and will not be payable at any future date. Accordingly a financial accrual will not be made in the books of the Company.

Bonuses. The Executive shall be afforded the opportunity to earn an annual cash bonus payment (an "Annual Bonus") with respect to each calendar year ending during the Employment Term. Executive's Bonus shall be contingent upon the Company's achievement of certain target earnings before interest, taxes, depreciation and amortization (the EBITDA Target) established by the Board of Directors. Such Annual Bonus shall be paid at the same time and in the same manner as bonuses are generally paid to other senior executives.

Equity Incentives and Options. The Executive shall be afforded Stock Options that are generally made available to other Senior Executives in the amount and quantity to be determined and established by the CEO, Board or Compensation Committee. **As of the date of the execution of this agreement the Company has not adopted a formal Employee Stock Option plan and as such, these benefits are not currently available to the Employee.**

Benefits. During the Employment Period, the Executive shall be provided with benefits on the same basis as employee benefits are generally made available to other Senior Executives of the Company and to participate in any insurance programs, pension plans and other fringe benefit plans and programs as are from time to time established and maintained for the benefit of the Company's employees of comparable rank and status as Employee, subject to the provisions of such plans and programs.

Expenses. In addition to the salary and benefits described above, the Employee shall be reimbursed for all out-of-pocket expenses reasonably incurred by Employee on behalf of or in connection with the business of the Company, provided that such expenses will be reimbursed only (i) upon the presentation by Employee to the Company of such documentation as may be reasonably necessary to substantiate that all such expenses were incurred in the

performance of Employee's duties, and (ii) if such expenses are consistent with all policies of the Company in effect from time to time as to the kind and amount of such expenses.

Vacation. Employee shall be entitled to three (3) weeks of vacation during each year during the Employment Period, during which time his salary shall be paid in full. The Employee shall take his vacation at such time or times as shall be approved by the Company. Any vacation time not taken during any year shall carry over to subsequent years; provided that the Executive shall not be entitled to take more than four (4) weeks of vacation during any year.

Termination. Notwithstanding any other provision of the Agreement:

For Cause by the Company.

The Employment Period and the Executive's employment hereunder may be terminated by the Company for "Cause" at any time effective immediately upon Notice of Termination (as defined below) to the Executive. For purposes of the Agreement, "Cause" shall mean (i) the commission by the Executive of any act materially detrimental to the Company involving fraud, embezzlement, theft, bad faith, gross negligence, recklessness, dishonesty, or willful misconduct; (ii) insubordination, incompetence or repeated failure or refusal to perform the duties required by the Agreement and as may be assigned to the Executive by the Board or by such other person to whom the Executive is directed to report from time to time by the Board; (iii) conviction of, or pleading no contest to, a felony or any crime of moral turpitude; or (iv) material breach of any covenant of the Agreement, provided, that the action or conduct described in clause (ii) or clause (iv) above will constitute "Cause" only if such action or conduct continues after the Company has provided the Executive with written notice and a reasonable opportunity (to be not less than 30 days) to cure the same.

If the Executive is terminated for Cause, he shall be entitled to receive his Salary through the date of such termination. Upon termination of the Executive's employment for Cause pursuant to this Section 2(a), the Executive shall have no further rights to any compensation or any other benefits under the Agreement other than as required by applicable law. All benefits, if any, due the Executive following the Executive's termination of employment pursuant to this Section 2(a) shall be determined in accordance with the plans, policies and practices of the Company, provided, however, that the Executive shall not participate in any severance plan, policy or program of the Company.

Disability or Death.

The Employment Period and the Executive's employment hereunder shall terminate upon his death and if the Executive, in the good faith determination of the Board, based on sound medical advice, has become physically or mentally incapable of performing his duties hereunder for a continuous period of one hundred eighty (180) days, in which event the Executive will be

deemed permanently disabled upon the expiration of such one hundred eighty (180) day period such incapacity to be hereinafter referred to as "Disability."

Upon termination of the Executive's employment hereunder on account of either Disability or death, the Executive or his estate (as the case may be) shall be entitled to receive (A) any accrued but unpaid Salary through the date of death or Disability, (B) compensation for any unused vacation which the Executive may have accrued, (C) a prorated payment with respect to the Annual Bonus, if any, with respect to the year of such termination, and (D) reimbursement for such expenses as the Executive may have properly incurred on behalf of the Company as provided in clause (f) of Section 1 above, prior to the effective date of the termination. In addition, in the event of a termination on account of death or Disability, the Executive (or his estate, as the case may be) shall continue to receive his Salary as in effect as of the date of termination for eighteen (18) months following the date of such termination; provided, however, that in the case of a termination due to Disability such payments shall be reduced by all payments the Executive may receive under the Company's disability insurance. Such Salary continuation shall be in accordance with the Company's regular payroll practices. All other benefits, if any, due the Executive following the Executive's termination on account of Disability or death shall be determined in accordance with the plans, policies and practices of the Company; provided, however, that the Executive (or his estate, as the case may be) shall not participate in any severance plan, policy or program of the Company, other than any applicable disability benefit plan of the Company.

Without Cause by the Company.

The Employment Period and the Executive's employment hereunder may be terminated by the Company without "Cause" upon Notice of Termination to the Executive. If the Executive's employment is terminated by the Company without "Cause" (other than by reason of his Disability or death) prior to the last day of the Employment Period, the Executive shall receive within 30 days after the effective date of such termination any (A) accrued but unpaid Salary through the date of termination, (B) compensation for any unused vacation that the Executive may have accrued, (C) a prorated payment with respect to the Annual Bonus, if any, with respect to the year of such termination, and (D) reimbursement for such expenses as the Executive may have properly incurred on behalf of the Company as provided in clause (f) of Section 1 above, prior to the effective date of the termination. In addition, the Executive shall (I) continue to receive his Salary as in effect as of the date of such termination, through the later of (X) the last date of the Employment Period (without regard to the termination of employment pursuant to this Section 2(c)(i)) or (Y) twenty four (24) months following the date of such termination and (II) continue for such period to participate in any and all employee benefit plans or other employee benefits provided by Section 1(e) hereof to the extent permitted under the terms of such plans; provided, however, that the Executive's right to continue to receive the Salary payments or benefits pursuant to this sentence shall cease immediately upon a violation

by the Executive of any provision of Sections 3, 4 or 5 of the Agreement. Such Salary and benefits continuation shall be in accordance with the Company's regular payroll practices.

Upon termination of the Executive's employment by the Company without Cause pursuant to this Section 2(c), the Executive shall have no further rights, other than those set forth in this Section 2(c), to any compensation or any other benefits under the Agreement. All benefits, if any, due the Executive following termination pursuant to this Section 2(c) shall be determined in accordance with the plans, policies and practices of the Company; or provided, however, that the Executive shall not participate in any severance plan, policy or program of the Company.

Termination by the Executive.

The Employment Period and the Executive's employment hereunder may be terminated by the Executive for any reason upon Notice of Termination to the Company. In the event of such termination (other than a termination for "Good Reason" pursuant to Section 2(e) hereof), the Executive shall be entitled to receive his Salary through the date of the termination, and he shall have no further rights to any compensation or any other benefits under the Agreement. All benefits, if any, due the Executive following the Executive's termination of employment pursuant to this Section 2(d) shall be determined in accordance with the plans, policies and practices of the Company; provided, however, that the Executive shall not participate in any severance plan, policy or program of the Company.

Termination by the Executive for Good Reason.

The Employment Period and the Executive's employment hereunder may be terminated by the Executive for Good Reason upon Notice of Termination (as defined below) to the Company.

For purposes of the Agreement, "Good Reason" shall mean: (A) the occurrence of a "Change of Control" (as defined below) of the Company.

For purposes of the Agreement, "Change of Control" shall mean the occurrence of any of the following: (A) any time that, as a result of or in connection with a tender offer, sale of securities, merger, consolidation, sale of assets or contested election, or any combination of such transactions, the persons who were directors of the Company immediately before such transaction or event cease to constitute a majority of the Board of Directors of the Company or of any successor to the Company at any time within one year after such transaction or event; provided, however, that for the purposes of this Section 2(e)(ii)(A), any such change in the

membership of the Board of Directors in connection with a public offering or any follow-on stock offering shall not, in and of itself, constitute a "Change of Control"; (B) the sale of all or substantially all of the assets of the Company to any person or entity that, prior to such sale, did not control, was not under common control with, or was not controlled by, the Company; (C) a merger or consolidation or other reorganization in which the Company is not the surviving entity or becomes owned entirely by another entity, unless at least 50% of the outstanding voting securities of the surviving or parent corporation, as the case may be, immediately following such transaction are beneficially held by the same persons and entities that beneficially held the outstanding voting securities of the Company immediately prior to such transaction in the same proportion as such persons or entities held such voting securities immediately prior to the transaction, and (D) any transaction or series of transactions which results in any person or "group" becoming the beneficial owner, directly or indirectly, of securities representing more than fifty percent (50%) of the outstanding voting securities of the Company.

Notwithstanding anything in this Section 2(e) to the contrary, if, while the Executive is employed by the Company, a Change of Control (as defined herein) occurs, the Executive may, in his sole discretion, within one (2) months after the effective date of the Change of Control, give notice to the Company that he intends to elect to exercise his right to terminate his employment for Good Reason and receive the payments provided in Section 2(e)(iii) and 2(e)(iv) (the "Notice of Intention"). In the event that the Executive elects not to exercise such rights, the Executive's employment with the Company shall continue for the balance of the Employment Period. In the event that the Executive does elect to exercise such rights, the Executive's employment with the Company shall terminate effective as of the date upon which the Notice of Intention is received by the Company and such termination shall be treated as a termination by the Executive for Good Reason.

If the Executive terminates his employment for Good Reason pursuant to this Section 2(e), the Executive shall receive within 30 days after the effective date of the termination any (A) accrued but unpaid Salary through the date of termination, (B) compensation for any unused vacation that the Executive may have accrued, and (C) reimbursement for such expenses as the Executive may have properly incurred on behalf of the Company as provided in clause (f) of Section 1 above, prior to the effective date of the termination. In addition, the Executive shall (I) continue to receive the Salary as in effect as of the date of such termination, through the later of (X) the last date of the Employment Period (without regard to the termination of employment pursuant to this Section 2(e) or (Y) twenty four (24) months following the date of such termination and (II) continue for such period to participate in any and all employee benefit plans or other employee benefits provided by Section 1(e) hereof to the extent permitted under the terms of such plans; provided, however, that the Executive's right to continue to receive the Salary payments and benefits pursuant to this sentence shall cease immediately upon a violation by the Executive of any provision of Sections 3, 4 or 5 of the Agreement. Such Salary and benefits continuation shall be in accordance with the Company's regular payroll practices.

In the event the Executive terminates his employment pursuant to the second paragraph of Section 2(e)(ii), the Executive shall receive within 30 days after the effective date of the termination, an amount equal to one times the Salary then in effect;

If (i) the Executive's employment is terminated in January 2011 as a result of the expiration of the Employment Period; (ii) within the six-month period prior to such termination the Company was in active negotiations with a potential purchaser and (iii) within the six-month period following such termination a Change of Control occurs as a result of the consummation of a transaction with such purchaser, then the Executive shall receive, within 30 days following the consummation of such transaction, an amount equal to one times the Salary in effect at the time of the expiration of the Employment Period (the "Final Base Salary"). If the consummation of the transaction described in the preceding sentence satisfies the conditions set forth in the proviso to Section 2(e)(iv), then the payment provided in this Section 2(e)(v) shall be increased from one times the Final Base Salary to two times the Final Base Salary.

Release of Claims. Notwithstanding any other provision of the Agreement, the payments required to be made under Sections 2(c) or 2(e) shall be made only if (A) the Executive executes a release of claims against the Company, its officers, directors and affiliates in such form as the Company may reasonably determine and (B) such release shall have become effective and irrevocable under all applicable law.

Notice of Termination. Any purported termination of employment by the Executive or the Company shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 9 hereof and within 60 days prior to such termination; provided, however, that in the event of a termination under Section 2(e) on account of Good Reason, notice of such termination must be given within 60 days following the consummation of the event or events which give rise to the Good Reason other than a Change of Control, and provided, further, however, that in the event of a termination under Section 2(a) on account of Cause, notice of such termination must be given within 10 days of the effective date of such termination. For purposes of the Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in the Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

Non Solicitation.

The Executive acknowledges and recognizes the highly competitive nature of the business of the Company and its Affiliates (defined below) and accordingly agrees as follows:

During the Employment Period and until the later of (i) the last day of the Employment Period (without regard to any termination pursuant to Section 2) or (ii) eighteen (18) months following the effective date of the Executive's termination (such later date being the "Restricted Period"), the Executive will not, directly or indirectly, solicit or encourage any employee of the

Company or any Affiliate to leave the employment of Company or any Affiliate to leave the employment of the Company or any Affiliate. For purposes of Sections 3, 4 and 5 of the Agreement, the terms: "Affiliate" means as to any Person, each other Person that directly or indirectly (through one (1) or more intermediaries) controls, is controlled by or is under common control with such person; and "Person" means an individual, corporation, partnership, limited liability company, association, joint stock company, trust, associate (as defined in regulations promulgated by the Securities and Exchange Commission) or other legally recognizable entity.

During the Restricted Period, the Executive will not, directly or indirectly, solicit or encourage any consultant under contract with the Company or any Affiliate to cease to work with the Company or any Affiliate.

Confidentiality.

The Executive hereby agrees that he will comply with the Company's general policies regarding confidentiality. Without in any way limiting the foregoing sentence, the Executive further agrees that he will not, at any time during the Employment Period or Restricted Period (other than in pursuit of the Company's business), make use of or divulge to any other person, firm or corporation any trade or business secret, process, method or means, or any other confidential information concerning the business or policies of the Company, which he may have learned in connection with his employment. For purposes of the Agreement, a "trade or business secret, process, method or means, or any other confidential information" shall mean and include written information treated as confidential or as a trade secret by the Company. The Executive's obligation under this Section 4 shall not apply to any information which (i) is known publicly; (ii) is in the public domain or hereafter enters the public domain without the fault of the Executive; (iii) is known to the Executive prior to his receipt of such information from the Company, as evidenced by written records of the Executive or (iv) is hereafter disclosed to the Executive by a third party not under an obligation of confidence to the Company. The Executive agrees not to remove from the premises of the Company, except as an employee of the Company in pursuit of the business of the Company or except as specifically permitted in writing by the Board, any document or other object containing or reflecting any such confidential information. The Executive recognizes that all such documents and objects, whether developed by him or by someone else, will be the sole exclusive property of the Company. Except as specifically authorized by the Board upon termination of his employment hereunder, the Executive shall forthwith deliver to the Company all such confidential information, including without limitation all lists of customers, correspondence, accounts, records and any other documents or property made or held by him or under his control in relation to the business or affairs of the Company, and no copy of any such confidential information shall be retained by him.

Non-Competition.

During the Restricted Period, the Executive will not, directly or on behalf of, or in conjunction with any other Person: (i) engage, as an officer, director, shareholder, owner,

partner, joint venturer, financier, manager, executive, employee, independent contractor, consultant, advisor, or sales representative, in any business selling any products or services in direct competition with the Company or its Affiliates or subsidiaries within 100 miles of any geographic location in which the Company or any of its Affiliates or subsidiaries conducts business at such time (or in the case of a termination or expiration of the Agreement, within 100 miles of any geographic location in which the Company, or any of its Affiliates or subsidiaries conducted business at the time of such expiration or termination) (the "Territory"); (ii) call upon any prospective acquisition candidate on the Executive's own behalf or on behalf of any competitor of the Company, or any of its Affiliates or subsidiaries, which candidate was either called upon by the Company (including its Affiliates or subsidiaries), or for which the Company or any of its Affiliates or subsidiaries made an acquisition analysis, for the purpose of acquiring such entity; provided, however, that the Executive shall not be charged with a violation of this Section 5 unless and until the Executive shall have knowledge or notice that such prospective acquisition candidate was called upon, or that an acquisition analysis was made, for the purpose of acquiring such entity; (iii) call upon any Person which is, at that time, or which has been, within one eighteen (18) months prior to that time, a customer of the Company including the Affiliates or its subsidiaries thereof within the Territory for the purpose of soliciting or selling products or services in direct competition with the Company within the Territory; (iv) disclose customers, whether in existence or proposed, of the Company (or the Company's subsidiaries or Affiliates) to any Person for any reason or purpose; (v) engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or good will of the Company, its management, or of management of its Affiliates or subsidiaries.

Notwithstanding anything herein to the contrary, the limitations in this Section 5 of the Agreement will not prohibit any investment by the Executive of not more than 5% of the outstanding capital stock of a company whose securities are listed on a public exchange or the National Association of Securities Dealers Automated Quotation National Market System.

It is expressly understood and agreed that although the Executive and the Company consider the restrictions contained in Sections 3, 4 and 5 of the Agreement to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in the Agreement is an unenforceable restriction against the Executive, the provisions of the Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in the Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such findings shall not affect the enforceability of any of the other restrictions contained herein.

Specific Performance. The Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 3, 4 or 5 of the Agreement would be inadequate and, in recognition of this fact, the Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

Indemnification. In the event the Executive is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Company against the Executive), by reason of the fact that he is or was performing services within the course and scope of his employment with the Company under the Agreement, then the Company shall protect, defend, indemnify and hold harmless the Executive against all expenses (including attorneys' fees, costs and expenses), judgments, fines, costs, liabilities, damages, and amounts paid in settlement, actually and reasonably incurred by the Executive in connection therewith to the fullest extent permitted by applicable law, the Company's certificate of incorporation and its by-laws. The Executive agrees to immediately notify the Company of any threatened, pending or completed matter. The Executive agrees to accept any attorney reasonably assigned by the Company to defend the Executive; provided that if counsel selected by the Company shall have a conflict of interest that prevents such counsel from representing the Executive, the Executive may engage separate counsel and the Company shall pay all reasonable attorneys' fees of such counsel.

Confidentiality. Employee acknowledges that Employee has, as a material inducement to the Company entering into the 2007 Agreement, entered into an Employee Confidentiality Agreement (the "Confidentiality Agreement"), which shall remain in full force and effect following execution of this Agreement. Employee shall comply with all requirements and provisions of the Confidentiality Agreement.

Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be deemed given if delivered by certified or registered mail (first class postage pre-paid), by guaranteed overnight delivery or by facsimile transmission if such transmission is confirmed as received, to the following addresses and telecopy numbers (or to such other addresses or telecopy numbers which such party shall designate in writing to the other parties):

if to the Company:

Computer Engineering Organization, Inc.

DBA Hire International

6034 W. Courtyard Dr.

Ste 150

Austin, Texas 78746

if to the Employee:

Mr. Matthew Cartwright

[REDACTED]

[REDACTED]

Amendment: Waiver. This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Agreement are in addition to all other rights and remedies, at law or equity that one may have against the other.

Assignment. This Agreement, and the Employee's rights and obligations hereunder, may not be assigned or delegated by Employee. The Company may assign its rights, together with its obligations hereunder, to any subsidiary of the Company, or any successor to the Company or any subsidiary.

Severability: Survival. In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then such unenforceable provision shall be deemed modified so as to be enforceable (or if not subject to modification then eliminated herefrom) for the purpose of those procedures to the extent necessary to permit the

remaining provisions to be enforced. The provisions of Sections 3, 4, 5 and 10 will survive the termination for any reason of Employee's relationship with the Company.

Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

Governing Law. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Michigan.

Agency. Nothing herein shall imply or shall be deemed to imply an agency relationship between the Employee and the Company.

Entire Agreement. This Agreement (including any Schedules and Exhibits attached hereto) and the Confidentiality Agreement, contain the entire understanding of the parties in respect of its subject matter and supersede all prior agreements and understandings (oral or written) between or among the parties with respect to such subject matter.

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

Company

/S/ Jeremy Stobie

By: Mr. Jeremy Stobie

Secretary of the Board of Directors, on Behalf of the Board

EMPLOYEE

/S/ Matthew Cartwright

By: Matthew Cartwright

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (this "Agreement") is entered into as of January 1, 2008: by and between **COMPUTER ENGINEERING ORGANIZATION, INC. DBA HIRE INTERNATIONAL, INC**, a Florida corporation (the "Company") and Mr. Jeremy Stobie (the "Employee" or "Executive").

RECITALS

WHEREAS, the Company and its subsidiaries are engaged in the business of Human Resources Outsourcing, Staffing, Vendor Management, and Software services (the "Business");

WHEREAS, the Company desires to employ Employee on a full-time basis and Employee is willing to be employed by the Company in that capacity on the terms and conditions set forth in this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Employee hereby agree as follows:

Employment.

Retention. The Company agrees to employ Employee as Chief Financial Officer of the Company, and the Employee agrees to accept such employment, as approved by the Board of Directors, and serve in such position, subject to the terms and conditions of this Agreement.

Employment Period. The period during which the Employee shall serve as an employee of the Company (the "Employment Period") shall commence on the date hereof, and unless earlier terminated pursuant to this Agreement, shall expire on the third (3rd) anniversary of the date hereof (unless extended by mutual agreement of the parties hereto).

Duties and Responsibilities. During the Employment Period, the Employee shall have such authority and responsibility and perform such duties as may be assigned to him from time to time at the direction of the and the Board of Directors (the "Board") of the Company, and in the absence of such assignment, such duties customary to Employee's office as are necessary to the business and operations of the Company. During the Employment Period, the Employee's employment shall be full time and the Employee shall perform his duties honestly, diligently, competently, in good faith and in the best interests of the Company, and shall use commercially reasonable efforts to promote the interests of the Company. The Employee, shall, however be allowed to hold other full time positions and maintain other active business interests.

Compensation. In consideration for the Employee's services hereunder and the restrictive covenants contained herein, the Employee shall be paid during the Employment Period an annual salary equal to \$180,000 payable in equal installments (pro rated for portion s of a pay period) on the Company's regular pay days, subject to withholding by the Company of all applicable federal and state income, social security, disability and other taxes as required by applicable law (the "Salary"). On at least an annual basis, the Board of Directors will review the Executive's performance and may increase the Base Salary if, in his discretion, any such increase is warranted. The Company may also pay the Executive such bonuses and other incentive compensation, including without limitation, stock options, as may be determined from time to time to be appropriate by the CEO, Board or the Compensation Committee.

The Executive shall reserve the right to “set aside” any of these amounts, in whole or in part, in the event that the Executive in his sole discretion feels as if the financial condition of the Company does not warrant or support the payment of the Executive’s salary. In the event that such amounts are “set aside” such shall be a permanent set aside, they will not accrue, and will not be payable at any future date. Accordingly a financial accrual will not be made in the books of the Company.

Bonuses. The Executive shall be afforded the opportunity to earn an annual cash bonus payment (an "Annual Bonus") with respect to each calendar year ending during the Employment Term. Executive's Bonus shall be contingent upon the Company's achievement of certain target earnings before interest, taxes, depreciation and amortization (the EBITDA Target) established by the Board of Directors. Such Annual Bonus shall be paid at the same time and in the same manner as bonuses are generally paid to other senior executives.

Equity Incentives and Options. The Executive shall be afforded Stock Options that are generally made available to other Senior Executives in the amount and quantity to be determined and established by the CEO, Board or Compensation Committee. **As of the date of the execution of this agreement the Company has not adopted a formal Employee Stock Option plan and as such, these benefits are not currently available to the Employee.**

Benefits. During the Employment Period, the Executive shall be provided with benefits on the same basis as employee benefits are generally made available to other Senior Executives of the Company and to participate in any insurance programs, pension plans and other fringe benefit plans and programs as are from time to time established and maintained for the benefit of the Company's employees of comparable rank and status as Employee, subject to the provisions of such plans and programs.

Expenses. In addition to the salary and benefits described above, the Employee shall be reimbursed for all out-of-pocket expenses reasonably incurred by Employee on behalf of or in connection with the business of the Company, provided that such expenses will be reimbursed only (i) upon the presentation by Employee to the Company of such documentation as may be reasonably necessary to substantiate that all such expenses were incurred in the performance of Employee's duties, and (ii) if such expenses are consistent with all policies of the Company in effect from time to time as to the kind and amount of such expenses.

Vacation. Employee shall be entitled to three (3) weeks of vacation during each year during the Employment Period, during which time his salary shall be paid in full. The Employee shall take his vacation at such time or times as shall be approved by the Company. Any vacation time not taken during any year shall carry over to subsequent years; provided that the Executive shall not be entitled to take more than four (4) weeks of vacation during any year.

Termination. Notwithstanding any other provision of the Agreement:

For Cause by the Company.

The Employment Period and the Executive's employment hereunder may be terminated by the Company for "Cause" at any time effective immediately upon Notice of Termination (as defined below) to the Executive. For purposes of the Agreement, "Cause" shall mean (i) the commission by the Executive of any act materially detrimental to the Company involving fraud, embezzlement, theft, bad faith, gross negligence, recklessness, dishonesty, or willful misconduct;

(ii) insubordination, incompetence or repeated failure or refusal to perform the duties required by the Agreement and as may be assigned to the Executive by the Board or by such other person to whom the Executive is directed to report from time to time by the Board; (iii) conviction of, or pleading no contest to, a felony or any crime of moral turpitude; or (iv) material breach of any covenant of the Agreement, provided, that the action or conduct described in clause (ii) or clause (iv) above will constitute "Cause" only if such action or conduct continues after the Company has provided the Executive with written notice and a reasonable opportunity (to be not less than 30 days) to cure the same.

If the Executive is terminated for Cause, he shall be entitled to receive his Salary through the date of such termination. Upon termination of the Executive's employment for Cause pursuant to this Section 2(a), the Executive shall have no further rights to any compensation or any other benefits under the Agreement other than as required by applicable law. All benefits, if any, due the Executive following the Executive's termination of employment pursuant to this Section 2(a) shall be determined in accordance with the plans, policies and practices of the Company, provided, however, that the Executive shall not participate in any severance plan, policy or program of the Company.

Disability or Death.

The Employment Period and the Executive's employment hereunder shall terminate upon his death and if the Executive, in the good faith determination of the Board, based on sound medical advice, has become physically or mentally incapable of performing his duties hereunder for a continuous period of one hundred eighty (180) days, in which event the Executive will be deemed permanently disabled upon the expiration of such one hundred eighty (180) day period such incapacity to be hereinafter referred to as "Disability."

Upon termination of the Executive's employment hereunder on account of either Disability or death, the Executive or his estate (as the case may be) shall be entitled to receive (A) any accrued but unpaid Salary through the date of death or Disability, (B) compensation for any unused vacation which the Executive may have accrued, (C) a prorated payment with respect to the Annual Bonus, if any, with respect to the year of such termination, and (D) reimbursement for such expenses as the Executive may have properly incurred on behalf of the Company as provided in clause (f) of Section 1 above, prior to the effective date of the termination. In addition, in the event of a termination on account of death or Disability, the Executive (or his estate, as the case may be) shall continue to receive his Salary as in effect as of the date of termination for eighteen (18) months following the date of such termination; provided, however, that in the case of a termination due to Disability such payments shall be reduced by all payments the Executive may receive under the Company's disability insurance. Such Salary continuation shall be in accordance with the Company's regular payroll practices. All other benefits, if any, due the Executive following the Executive's termination on account of Disability or death shall be determined in accordance with the plans, policies and practices of the Company; provided, however, that the Executive (or his estate, as the case may be) shall not

participate in any severance plan, policy or program of the Company, other than any applicable disability benefit plan of the Company.

Without Cause by the Company.

The Employment Period and the Executive's employment hereunder may be terminated by the Company without "Cause" upon Notice of Termination to the Executive. If the Executive's employment is terminated by the Company without "Cause" (other than by reason of his Disability or death) prior to the last day of the Employment Period, the Executive shall receive within 30 days after the effective date of such termination any (A) accrued but unpaid Salary through the date of termination, (B) compensation for any unused vacation that the Executive may have accrued, (C) a prorated payment with respect to the Annual Bonus, if any, with respect to the year of such termination, and (D) reimbursement for such expenses as the Executive may have properly incurred on behalf of the Company as provided in clause (f) of Section 1 above, prior to the effective date of the termination. In addition, the Executive shall (I) continue to receive his Salary as in effect as of the date of such termination, through the later of (X) the last date of the Employment Period (without regard to the termination of employment pursuant to this Section 2(c)(i)) or (Y) twenty four (24) months following the date of such termination and (II) continue for such period to participate in any and all employee benefit plans or other employee benefits provided by Section 1(e) hereof to the extent permitted under the terms of such plans; provided, however, that the Executive's right to continue to receive the Salary payments or benefits pursuant to this sentence shall cease immediately upon a violation by the Executive of any provision of Sections 3, 4 or 5 of the Agreement. Such Salary and benefits continuation shall be in accordance with the Company's regular payroll practices.

Upon termination of the Executive's employment by the Company without Cause pursuant to this Section 2(c), the Executive shall have no further rights, other than those set forth in this Section 2(c), to any compensation or any other benefits under the Agreement. All benefits, if any, due the Executive following termination pursuant to this Section 2(c) shall be determined in accordance with the plans, policies and practices of the Company; or provided, however, that the Executive shall not participate in any severance plan, policy or program of the Company.

Termination by the Executive.

The Employment Period and the Executive's employment hereunder may be terminated by the Executive for any reason upon Notice of Termination to the Company. In the event of such termination (other than a termination for "Good Reason" pursuant to Section 2(e) hereof), the Executive shall be entitled to receive his Salary through the date of the termination, and he shall have no further rights to any compensation or any other benefits under the Agreement. All benefits, if any, due the Executive following the Executive's termination of employment pursuant to this Section 2(d) shall be determined in accordance with the plans, policies and practices of the Company; provided, however,

that the Executive shall not participate in any severance plan, policy or program of the Company.

Termination by the Executive for Good Reason.

The Employment Period and the Executive's employment hereunder may be terminated by the Executive for Good Reason upon Notice of Termination (as defined below) to the Company.

For purposes of the Agreement, "Good Reason" shall mean: (A) the occurrence of a "Change of Control" (as defined below) of the Company.

For purposes of the Agreement, "Change of Control" shall mean the occurrence of any of the following: (A) any time that, as a result of or in connection with a tender offer, sale of securities, merger, consolidation, sale of assets or contested election, or any combination of such transactions, the persons who were directors of the Company immediately before such transaction or event cease to constitute a majority of the Board of Directors of the Company or of any successor to the Company at any time within one year after such transaction or event; provided, however, that for the purposes of this Section 2(e)(ii)(A), any such change in the membership of the Board of Directors in connection with a public offering or any follow-on stock offering shall not, in and of itself, constitute a "Change of Control"; (B) the sale of all or substantially all of the assets of the Company to any person or entity that, prior to such sale, did not control, was not under common control with, or was not controlled by, the Company; (C) a merger or consolidation or other reorganization in which the Company is not the surviving entity or becomes owned entirely by another entity, unless at least 50% of the outstanding voting securities of the surviving or parent corporation, as the case may be, immediately following such transaction are beneficially held by the same persons and entities that beneficially held the outstanding voting securities of the Company immediately prior to such transaction in the same proportion as such persons or entities held such voting securities immediately prior to the transaction, and (D) any transaction or series of transactions which results in any person or "group" becoming the beneficial owner, directly or indirectly, of securities representing more than fifty percent (50%) of the outstanding voting securities of the Company.

Notwithstanding anything in this Section 2(e) to the contrary, if, while the Executive is employed by the Company, a Change of Control (as defined herein) occurs, the Executive may, in his sole discretion, within one (2) months after the effective date of the Change of Control, give notice to the Company that he intends to elect to exercise his right to terminate his employment for Good Reason and receive the payments provided in Section 2(e)(iii) and 2(e)(iv) (the "Notice of Intention"). In the event that the Executive elects not to exercise such rights, the

Executive's employment with the Company shall continue for the balance of the Employment Period. In the event that the Executive does elect to exercise such rights, the Executive's employment with the Company shall terminate effective as of the date upon which the Notice of Intention is received by the Company and such termination shall be treated as a termination by the Executive for Good Reason.

If the Executive terminates his employment for Good Reason pursuant to this Section 2(e), the Executive shall receive within 30 days after the effective date of the termination any (A) accrued but unpaid Salary through the date of termination, (B) compensation for any unused vacation that the Executive may have accrued, and (C) reimbursement for such expenses as the Executive may have properly incurred on behalf of the Company as provided in clause (f) of Section 1 above, prior to the effective date of the termination. In addition, the Executive shall (I) continue to receive the Salary as in effect as of the date of such termination, through the later of (X) the last date of the Employment Period (without regard to the termination of employment pursuant to this Section 2(e) or (Y) twenty four (24) months following the date of such termination and (II) continue for such period to participate in any and all employee benefit plans or other employee benefits provided by Section 1(e) hereof to the extent permitted under the terms of such plans; provided, however, that the Executive's right to continue to receive the Salary payments and benefits pursuant to this sentence shall cease immediately upon a violation by the Executive of any provision of Sections 3, 4 or 5 of the Agreement. Such Salary and benefits continuation shall be in accordance with the Company's regular payroll practices.

In the event the Executive terminates his employment pursuant to the second paragraph of Section 2(e)(ii), the Executive shall receive within 30 days after the effective date of the termination, an amount equal to one times the Salary then in effect;

If (i) the Executive's employment is terminated in January 2011 as a result of the expiration of the Employment Period; (ii) within the six-month period prior to such termination the Company was in active negotiations with a potential purchaser and (iii) within the six-month period following such termination a Change of Control occurs as a result of the consummation of a transaction with such purchaser, then the Executive shall receive, within 30 days following the consummation of such transaction, an amount equal to one times the Salary in effect at the time of the expiration of the Employment Period (the "Final Base Salary"). If the consummation of the transaction described in the preceding sentence satisfies the conditions set forth in the proviso to Section 2(e)(iv), then the payment provided in this Section 2(e)(v) shall be increased from one times the Final Base Salary to two times the Final Base Salary.

Release of Claims. Notwithstanding any other provision of the Agreement, the payments required to be made under Sections 2(c) or 2(e) shall be made only if (A) the Executive executes a release of claims against the Company, its officers, directors and affiliates in such form as the Company may reasonably determine and (B) such release shall have become effective and irrevocable under all applicable law.

Notice of Termination. Any purported termination of employment by the Executive or the Company shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 9 hereof and within 60 days prior to such termination; provided, however, that in the event of a termination under Section 2(e) on account of Good Reason, notice of such termination must be given within 60 days following the consummation of the event or events which give rise to the Good Reason other than a Change of Control, and provided, further, however, that in the event of a termination under Section 2(a) on account of Cause, notice of such termination must be given within 10 days of the effective date of such termination. For purposes of the Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in the Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

Non Solicitation.

The Executive acknowledges and recognizes the highly competitive nature of the business of the Company and its Affiliates (defined below) and accordingly agrees as follows:

During the Employment Period and until the later of (i) the last day of the Employment Period (without regard to any termination pursuant to Section 2) or (ii) eighteen (18) months following the effective date of the Executive's termination (such later date being the "Restricted Period"), the Executive will not, directly or indirectly, solicit or encourage any employee of the Company or any Affiliate to leave the employment of Company or any Affiliate to leave the employment of the Company or any Affiliate. For purposes of Sections 3, 4 and 5 of the Agreement, the terms: "Affiliate" means as to any Person, each other Person that directly or indirectly (through one (1) or more intermediaries) controls, is controlled by or is under common control with such person; and "Person" means an individual, corporation, partnership, limited liability company, association, joint stock company, trust, associate (as defined in regulations promulgated by the Securities and Exchange Commission) or other legally recognizable entity.

During the Restricted Period, the Executive will not, directly or indirectly, solicit or encourage any consultant under contract with the Company or any Affiliate to cease to work with the Company or any Affiliate.

Confidentiality.

The Executive hereby agrees that he will comply with the Company's general policies regarding confidentiality. Without in any way limiting the foregoing sentence, the Executive further agrees that he will not, at any time during the Employment Period or Restricted Period (other than in pursuit of the Company's business), make use of or divulge to any other person, firm or corporation any trade or business secret, process, method or means, or any other confidential information concerning the business or policies of the Company, which he may have learned in connection with his employment. For purposes of the Agreement, a "trade or business

secret, process, method or means, or any other confidential information" shall mean and include written information treated as confidential or as a trade secret by the Company. The Executive's obligation under this Section 4 shall not apply to any information which (i) is known publicly; (ii) is in the public domain or hereafter enters the public domain without the fault of the Executive; (iii) is known to the Executive prior to his receipt of such information from the Company, as evidenced by written records of the Executive or (iv) is hereafter disclosed to the Executive by a third party not under an obligation of confidence to the Company. The Executive agrees not to remove from the premises of the Company, except as an employee of the Company in pursuit of the business of the Company or except as specifically permitted in writing by the Board, any document or other object containing or reflecting any such confidential information. The Executive recognizes that all such documents and objects, whether developed by him or by someone else, will be the sole exclusive property of the Company. Except as specifically authorized by the Board upon termination of his employment hereunder, the Executive shall forthwith deliver to the Company all such confidential information, including without limitation all lists of customers, correspondence, accounts, records and any other documents or property made or held by him or under his control in relation to the business or affairs of the Company, and no copy of any such confidential information shall be retained by him.

Non-Competition.

During the Restricted Period, the Executive will not, directly or on behalf of, or in conjunction with any other Person: (i) engage, as an officer, director, shareholder, owner, partner, joint venturer, financier, manager, executive, employee, independent contractor, consultant, advisor, or sales representative, in any business selling any products or services in direct competition with the Company or its Affiliates or subsidiaries within 100 miles of any geographic location in which the Company or any of its Affiliates or subsidiaries conducts business at such time (or in the case of a termination or expiration of the Agreement, within 100 miles of any geographic location in which the Company, or any of its Affiliates or subsidiaries conducted business at the time of such expiration or termination) (the "Territory"); (ii) call upon any prospective acquisition candidate on the Executive's own behalf or on behalf of any competitor of the Company, or any of its Affiliates or subsidiaries, which candidate was either called upon by the Company (including its Affiliates or subsidiaries), or for which the Company or any of its Affiliates or subsidiaries made an acquisition analysis, for the purpose of acquiring such entity; provided, however, that the Executive shall not be charged with a violation of this Section 5 unless and until the Executive shall have knowledge or notice that such prospective acquisition candidate was called upon, or that an acquisition analysis was made, for the purpose of acquiring such entity; (iii) call upon any Person which is, at that time, or which has been, within one eighteen (18) months prior to that time, a customer of the Company including the Affiliates or its subsidiaries thereof within the Territory for the purpose of soliciting or selling products or services in direct competition with the Company within the Territory; (iv) disclose customers, whether in existence or proposed, of the Company (or the Company's subsidiaries or Affiliates) to any Person for any reason or purpose; (v) engage in any pattern of conduct that

involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or good will of the Company, its management, or of management of its Affiliates or subsidiaries.

Notwithstanding anything herein to the contrary, the limitations in this Section 5 of the Agreement will not prohibit any investment by the Executive of not more than 5% of the outstanding capital stock of a company whose securities are listed on a public exchange or the National Association of Securities Dealers Automated Quotation National Market System.

It is expressly understood and agreed that although the Executive and the Company consider the restrictions contained in Sections 3, 4 and 5 of the Agreement to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in the Agreement is an unenforceable restriction against the Executive, the provisions of the Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in the Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such findings shall not affect the enforceability of any of the other restrictions contained herein.

Specific Performance. The Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 3, 4 or 5 of the Agreement would be inadequate and, in recognition of this fact, the Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

Indemnification. In the event the Executive is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Company against the Executive), by reason of the fact that he is or was performing services within the course and scope of his employment with the Company under the Agreement, then the Company shall protect, defend, indemnify and hold harmless the Executive against all expenses (including attorneys' fees, costs and expenses), judgments, fines, costs, liabilities, damages, and amounts paid in settlement, actually and reasonably incurred by the Executive in connection therewith to the fullest extent permitted by applicable law, the Company's certificate of incorporation and its by-laws. The Executive agrees to immediately notify the Company of any threatened, pending or completed matter. The Executive agrees to accept any attorney reasonably assigned by the Company to defend the Executive; provided that if counsel selected by the Company shall have a conflict of interest that prevents such counsel from representing the Executive, the Executive may engage separate counsel and the Company shall pay all reasonable attorneys' fees of such counsel.

Confidentiality. Employee acknowledges that Employee has, as a material inducement to the Company entering into the 2007 Agreement, entered into an Employee Confidentiality Agreement (the "Confidentiality Agreement"), which shall remain in full force and effect following execution of this Agreement. Employee shall comply with all requirements and provisions of the Confidentiality Agreement.

Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be deemed given if delivered by certified or registered mail (first class postage pre-paid), by guaranteed overnight delivery or by facsimile transmission if such transmission is confirmed as received, to the following addresses and telecopy numbers (or to such other addresses or telecopy numbers which such party shall designate in writing to the other parties):

if to the Company:

Computer Engineering Organization, Inc.

DBA Hire International

6034 W. Courtyard Dr.

Ste 150

Austin, Texas 78746

if to the Employee:

Mr. Jeremy Stobie

████████████████████

████████████████████

Amendment: Waiver. This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Agreement

are in addition to all other rights and remedies, at law or equity that one may have against the other.

Assignment. This Agreement, and the Employee's rights and obligations hereunder, may not be assigned or delegated by Employee. The Company may assign its rights, together with its obligations hereunder, to any subsidiary of the Company, or any successor to the Company or any subsidiary.

Severability: Survival. In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then such unenforceable provision shall be deemed modified so as to be enforceable (or if not subject to modification then eliminated herefrom) for the purpose of those procedures to the extent necessary to permit the remaining provisions to be enforced. The provisions of Sections 3, 4, 5 and 10 will survive the termination for any reason of Employee's relationship with the Company.

Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

Governing Law. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Michigan.

Agency. Nothing herein shall imply or shall be deemed to imply an agency relationship between the Employee and the Company.

Entire Agreement. This Agreement (including any Schedules and Exhibits attached hereto) and the Confidentiality Agreement, contain the entire understanding of the parties in respect of its subject matter and supersede all prior agreements and understandings (oral or written) between or among the parties with respect to such subject matter.

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

Company

/S/ Matthew Cartwright

By: Mr. Matthew Cartwright

Chairman of the Board of Directors, on Behalf of the Board

EMPLOYEE

/S/ Jeremy Stobie

By: Jeremy Stobie

Attached As Exhibit XVII D

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (this "Agreement") is entered into as of January 1, 2008: by and between **COMPUTER ENGINEERING ORGANIZATION, INC.**

DBA HIRE INTERNATIONAL, INC, a Florida corporation (the "Company") and Mr. Zhuo Yang (the "Employee" or "Executive").

RECITALS

WHEREAS, the Company and its subsidiaries are engaged in the business of Human Resources Outsourcing, Staffing, Vendor Management, and Software services (the "Business");

WHEREAS, the Company desires to employ Employee on a full-time basis and Employee is willing to be employed by the Company in that capacity on the terms and conditions set forth in this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Employee hereby agree as follows:

Employment.

Retention. The Company agrees to employ Employee as Chief Information Officer of the Company, and the Employee agrees to accept such employment, as approved by the Board of Directors, and serve in such position, subject to the terms and conditions of this Agreement.

Employment Period. The period during which the Employee shall serve as an employee of the Company (the "Employment Period") shall commence on the date hereof, and unless earlier terminated pursuant to this Agreement, shall expire on the second (2nd) anniversary of the date hereof (unless extended by mutual agreement of the parties hereto).

Duties and Responsibilities. During the Employment Period, the Employee shall have such authority and responsibility and perform such duties as may be assigned to him from time to time at the direction of the and the Board of Directors (the "Board") of the Company, and in the absence of such assignment, such duties customary to Employee's office as are necessary to the business and operations of the Company. During the Employment Period, the Employee's employment shall be full time and the Employee shall perform his duties honestly, diligently, competently, in good faith and in the best interests of the Company, and shall use commercially reasonable efforts to promote the interests of the Company.

Compensation. In consideration for the Employee's services hereunder and the restrictive covenants contained herein, the Employee shall be paid during the Employment Period an annual salary equal to \$ [REDACTED] payable in equal installments (pro rated for portion s of a pay period) on the Company's regular pay days, subject to withholding by the Company of all applicable federal and state income, social security, disability and other taxes as required by applicable law (the "Salary"). On at least an annual basis, the Board of Directors will review the Executive's performance and may increase the Base Salary if, in his discretion, any such increase

is warranted. The Company may also pay the Executive such bonuses and other incentive compensation, including without limitation, stock options, as may be determined from time to time to be appropriate by the CEO, Board or the Compensation Committee.

Bonuses. The Executive shall be afforded the opportunity to earn an annual cash bonus payment (an "Annual Bonus") with respect to each calendar year ending during the Employment Term. Executive's Bonus shall be contingent upon the Company's achievement of certain target earnings before interest, taxes, depreciation and amortization (the EBITDA Target) established by the Board of Directors. Such Annual Bonus shall be paid at the same time and in the same manner as bonuses are generally paid to other senior executives.

Equity Incentives and Options. The Executive shall be afforded Stock Options that are generally made available to other Senior Executives in the amount and quantity to be determined and established by the CEO, Board or Compensation Committee. **As of the date of the execution of this agreement the Company has not adopted a formal Employee Stock Option plan and as such, these benefits are not currently available to the Employee.**

Benefits. During the Employment Period, the Executive shall be provided with benefits on the same basis as employee benefits are generally made available to other Senior Executives of the Company and to participate in any insurance programs, pension plans and other fringe benefit plans and programs as are from time to time established and maintained for the benefit of the Company's employees of comparable rank and status as Employee, subject to the provisions of such plans and programs.

Expenses. In addition to the salary and benefits described above, the Employee shall be reimbursed for all out-of-pocket expenses reasonably incurred by Employee on behalf of or in connection with the business of the Company, provided that such expenses will be reimbursed only (i) upon the presentation by Employee to the Company of such documentation as may be reasonably necessary to substantiate that all such expenses were incurred in the performance of Employee's duties, and (ii) if such expenses are consistent with all policies of the Company in effect from time to time as to the kind and amount of such expenses.

Vacation. Employee shall be entitled to three (3) weeks of vacation during each year during the Employment Period, during which time his salary shall be paid in full. The Employee shall take his vacation at such time or times as shall be approved by the Company. Any vacation time not taken during any year shall carry over to subsequent years; provided that the Executive shall not be entitled to take more than four (4) weeks of vacation during any year.

Termination. Notwithstanding any other provision of the Agreement:

For Cause by the Company.

The Employment Period and the Executive's employment hereunder may be terminated by the Company for "Cause" at any time effective immediately upon Notice of Termination (as defined below) to the Executive. For purposes of the Agreement, "Cause" shall mean (i) the commission by the Executive of any act materially detrimental to the Company involving fraud, embezzlement, theft, bad faith, gross negligence, recklessness, dishonesty, or willful misconduct; (ii) insubordination, incompetence or repeated failure or refusal to perform the duties required by the Agreement and as may be assigned to the Executive by the Board or by such other person to whom the Executive is directed to report from time to time by the Board; (iii) conviction of, or pleading no contest to, a felony or any crime of moral turpitude; or (iv) material breach of any covenant of the Agreement, provided, that the action or conduct described in clause (ii) or clause (iv) above will constitute "Cause" only if such action or conduct continues after the Company has provided the Executive with written notice and a reasonable opportunity (to be not less than 30 days) to cure the same.

If the Executive is terminated for Cause, he shall be entitled to receive his Salary through the date of such termination. Upon termination of the Executive's employment for Cause pursuant to this Section 2(a), the Executive shall have no further rights to any compensation or any other benefits under the Agreement other than as required by applicable law. All benefits, if any, due the Executive following the Executive's termination of employment pursuant to this Section 2(a) shall be determined in accordance with the plans, policies and practices of the Company, provided, however, that the Executive shall not participate in any severance plan, policy or program of the Company.

Disability or Death.

The Employment Period and the Executive's employment hereunder shall terminate upon his death and if the Executive, in the good faith determination of the Board, based on sound medical advice, has become physically or mentally incapable of performing his duties hereunder for a continuous period of one hundred eighty (180) days, in which event the Executive will be deemed permanently disabled upon the expiration of such one hundred eighty (180) day period such incapacity to be hereinafter referred to as "Disability."

Upon termination of the Executive's employment hereunder on account of either Disability or death, the Executive or his estate (as the case may be) shall be entitled to receive (A) any accrued but unpaid Salary through the date of death or Disability, (B) compensation for any unused vacation which the Executive may have accrued, (C) a prorated payment with respect to the Annual Bonus, if any, with respect to the year of such termination, and (D) reimbursement for such expenses as the Executive may have properly incurred on behalf of the Company as provided in clause (f) of Section 1 above, prior to the effective date of the termination.

Termination by the Executive.

The Employment Period and the Executive's employment hereunder may be terminated by the Executive for any reason upon Notice of Termination to the Company. In the event of such termination (other than a termination for "Good Reason" pursuant to Section 2(e) hereof), the Executive shall be entitled to receive his Salary through the date of the termination, and he shall have no further rights to any compensation or any other benefits under the Agreement. All benefits, if any, due the Executive following the Executive's termination of employment pursuant to this Section 2(d) shall be determined in accordance with the plans, policies and practices of the Company; provided, however, that the Executive shall not participate in any severance plan, policy or program of the Company.

Release of Claims. Notwithstanding any other provision of the Agreement, the payments required to be made under Sections 2(c) shall be made only if (A) the Executive executes a release of claims against the Company, its officers, directors and affiliates in such form as the Company may reasonably determine and (B) such release shall have become effective and irrevocable under all applicable law.

Notice of Termination. Any purported termination of employment by the Executive or the Company shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 9 hereof and within 60 days prior to such termination; provided, however, provided, further, however, that in the event of a termination under Section 2(a) on account of Cause, notice of such termination must be given within 10 days of the effective date of such termination. For purposes of the Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in the Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

Non Solicitation.

The Executive acknowledges and recognizes the highly competitive nature of the business of the Company and its Affiliates (defined below) and accordingly agrees as follows:

During the Employment Period and until the later of (i) the last day of the Employment Period (without regard to any termination pursuant to Section 2) or (ii) eighteen (18) months following the effective date of the Executive's termination (such later date being the "Restricted Period"), the Executive will not, directly or indirectly, solicit or encourage any employee of the Company or any Affiliate to leave the employment of Company or any Affiliate to leave the employment of the Company or any Affiliate. For purposes of Sections 3, 4 and 5 of the Agreement, the terms: "Affiliate" means as to any Person, each other Person that directly or

indirectly (through one (1) or more intermediaries) controls, is controlled by or is under common control with such person; and "Person" means an individual, corporation, partnership, limited liability company, association, joint stock company, trust, associate (as defined in regulations promulgated by the Securities and Exchange Commission) or other legally recognizable entity.

During the Restricted Period, the Executive will not, directly or indirectly, solicit or encourage any consultant under contract with the Company or any Affiliate to cease to work with the Company or any Affiliate.

Confidentiality.

The Executive hereby agrees that he will comply with the Company's general policies regarding confidentiality. Without in any way limiting the foregoing sentence, the Executive further agrees that he will not, at any time during the Employment Period or Restricted Period (other than in pursuit of the Company's business), make use of or divulge to any other person, firm or corporation any trade or business secret, process, method or means, or any other confidential information concerning the business or policies of the Company, which he may have learned in connection with his employment. For purposes of the Agreement, a "trade or business secret, process, method or means, or any other confidential information" shall mean and include written information treated as confidential or as a trade secret by the Company. The Executive's obligation under this Section 4 shall not apply to any information which (i) is known publicly; (ii) is in the public domain or hereafter enters the public domain without the fault of the Executive; (iii) is known to the Executive prior to his receipt of such information from the Company, as evidenced by written records of the Executive or (iv) is hereafter disclosed to the Executive by a third party not under an obligation of confidence to the Company. The Executive agrees not to remove from the premises of the Company, except as an employee of the Company in pursuit of the business of the Company or except as specifically permitted in writing by the Board, any document or other object containing or reflecting any such confidential information. The Executive recognizes that all such documents and objects, whether developed by him or by someone else, will be the sole exclusive property of the Company. Except as specifically authorized by the Board upon termination of his employment hereunder, the Executive shall forthwith deliver to the Company all such confidential information, including without limitation all lists of customers, correspondence, accounts, records and any other documents or property made or held by him or under his control in relation to the business or affairs of the Company, and no copy of any such confidential information shall be retained by him.

Non-Competition.

During the Restricted Period, the Executive will not, directly or on behalf of, or in conjunction with any other Person: (i) engage, as an officer, director, shareholder, owner, partner, joint venturer, financier, manager, executive, employee, independent contractor, consultant, advisor, or sales representative, in any business selling any products or services in direct competition with the Company or its Affiliates or subsidiaries within 100 miles of any

geographic location in which the Company or any of its Affiliates or subsidiaries conducts business at such time (or in the case of a termination or expiration of the Agreement, within 100 miles of any geographic location in which the Company, or any of its Affiliates or subsidiaries conducted business at the time of such expiration or termination) (the "Territory"); (ii) call upon any prospective acquisition candidate on the Executive's own behalf or on behalf of any competitor of the Company, or any of its Affiliates or subsidiaries, which candidate was either called upon by the Company (including its Affiliates or subsidiaries), or for which the Company or any of its Affiliates or subsidiaries made an acquisition analysis, for the purpose of acquiring such entity; provided, however, that the Executive shall not be charged with a violation of this Section 5 unless and until the Executive shall have knowledge or notice that such prospective acquisition candidate was called upon, or that an acquisition analysis was made, for the purpose of acquiring such entity; (iii) call upon any Person which is, at that time, or which has been, within one eighteen (18) months prior to that time, a customer of the Company including the Affiliates or its subsidiaries thereof within the Territory for the purpose of soliciting or selling products or services in direct competition with the Company within the Territory; (iv) disclose customers, whether in existence or proposed, of the Company (or the Company's subsidiaries or Affiliates) to any Person for any reason or purpose; (v) engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or good will of the Company, its management, or of management of its Affiliates or subsidiaries.

Notwithstanding anything herein to the contrary, the limitations in this Section 5 of the Agreement will not prohibit any investment by the Executive of not more than 5% of the outstanding capital stock of a company whose securities are listed on a public exchange or the National Association of Securities Dealers Automated Quotation National Market System.

It is expressly understood and agreed that although the Executive and the Company consider the restrictions contained in Sections 3, 4 and 5 of the Agreement to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in the Agreement is an unenforceable restriction against the Executive, the provisions of the Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in the Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such findings shall not affect the enforceability of any of the other restrictions contained herein.

Specific Performance. The Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 3, 4 or 5 of the Agreement would be inadequate and, in recognition of this fact, the Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company,

without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

Indemnification. In the event the Executive is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Company against the Executive), by reason of the fact that he is or was performing services within the course and scope of his employment with the Company under the Agreement, then the Company shall protect, defend, indemnify and hold harmless the Executive against all expenses (including attorneys' fees, costs and expenses), judgments, fines, costs, liabilities, damages, and amounts paid in settlement, actually and reasonably incurred by the Executive in connection therewith to the fullest extent permitted by applicable law, the Company's certificate of incorporation and its by-laws. The Executive agrees to immediately notify the Company of any threatened, pending or completed matter. The Executive agrees to accept any attorney reasonably assigned by the Company to defend the Executive; provided that if counsel selected by the Company shall have a conflict of interest that prevents such counsel from representing the Executive, the Executive may engage separate counsel and the Company shall pay all reasonable attorneys' fees of such counsel.

Confidentiality. Employee acknowledges that Employee has, as a material inducement to the Company entering into the 2007 Agreement, entered into an Employee Confidentiality Agreement (the "Confidentiality Agreement"), which shall remain in full force and effect following execution of this Agreement. Employee shall comply with all requirements and provisions of the Confidentiality Agreement.

Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be deemed given if delivered by certified or registered mail (first class postage pre-paid), by guaranteed overnight delivery or by facsimile transmission if such transmission is confirmed as received, to the following addresses and telecopy numbers (or to such other addresses or telecopy numbers which such party shall designate in writing to the other parties):

if to the Company:

Computer Engineering Organization, Inc.

DBA Hire International

6034 W. Courtyard Dr.

Ste 150

Austin, Texas 78746

if to the Employee:

Mr. Zhuo Yang

[REDACTED]

[REDACTED]

Amendment: Waiver. This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Agreement are in addition to all other rights and remedies, at law or equity that one may have against the other.

Assignment. This Agreement, and the Employee's rights and obligations hereunder, may not be assigned or delegated by Employee. The Company may assign its rights, together with its obligations hereunder, to any subsidiary of the Company, or any successor to the Company or any subsidiary.

Severability: Survival. In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then such unenforceable provision shall be deemed modified so as to be enforceable (or if not subject to modification then eliminated herefrom) for the purpose of those procedures to the extent necessary to permit the

remaining provisions to be enforced. The provisions of Sections 3, 4, 5 and 10 will survive the termination for any reason of Employee's relationship with the Company.

Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

Governing Law. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Michigan.

Agency. Nothing herein shall imply or shall be deemed to imply an agency relationship between the Employee and the Company.

Entire Agreement. This Agreement (including any Schedules and Exhibits attached hereto) and the Confidentiality Agreement, contain the entire understanding of the parties in respect of its subject matter and supersede all prior agreements and understandings (oral or written) between or among the parties with respect to such subject matter.

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

Company

/S/ Matthew Cartwright

By: Mr. Matthew Cartwright

Chairman of the Board of Directors, on Behalf of the Board

EMPLOYEE

/S/ Zhuo Yang

By: Zhuo "Tony" Yang

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "SPI WORLDWIDE, INC.", CHANGING ITS NAME FROM "SPI WORLDWIDE, INC." TO "TALENT ALLIANCE, INC.", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF JUNE, A.D. 2008, AT 1:50 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



0770752 8100

080683029

You may verify this certificate online
at corp.delaware.gov/authver.shtml

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6653604

DATE: 06-12-08

Delaware

PAGE 1

The First State

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0770752 8100

080683029

You may verify this certificate online
at corp.delaware.gov/authver.shtml

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6653605

DATE: 06-12-08

RESTATED CERTIFICATE OF INCORPORATION

SPI Worldwide, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. SPI Worldwide, Inc. was originally incorporated under the name of Optical Dynamics, Inc. on March 12, 1971. Optical Dynamics, Inc. changed its name to Hydro Optics, Inc. and the Amended Certificate of Incorporation of the corporation was filed with the Secretary of State of Delaware on June 7, 1971. Hydro Optics, Inc. changed its name to Westward Films, Inc. on April 18, 2006. Westward Films, Inc. changed its name to NexiaSoft, Inc. on May 9, 2006. NexiaSoft, Inc. changed its name to SPI Worldwide, Inc. on February 29, 2008.
2. Pursuant to Section 242 and 245 of the General Corporation Law of the State of Delaware, this Restated Certificate of Incorporation restates and integrates and further amends the provisions of the Certificate of Incorporation of this corporation.
3. The text of the Restated Certificate of Incorporation as heretofore amended or supplemented is hereby restated and further amended to read in its entirety as follows:

**CERTIFICATE OF INCORPORATION
OF
TALENT ALLIANCE, INC.**

ARTICLE I. NAME

The name of the corporation is TALENT ALLIANCE, INC. (the "Corporation").

ARTICLE II. REGISTERED OFFICE

The address of the Corporation's registered office in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, in the County of New Castle, in the State of Delaware. The name of the registered agent at such address is Corporation Trust Company.

ARTICLE III. PURPOSE

The purpose or purposes of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV. CAPITAL STOCK

The Corporation is authorized to issue two classes of shares to be designated, respectively, "Preferred Stock" and "Common Stock." The number of shares of Preferred Stock authorized to be issued is Twenty Million (20,000,000). The number of shares of Common Stock authorized to be issued is Two Hundred Million (200,000,000). The Preferred Stock and the Common Stock shall each have a par value of \$0.001 per share.

Each holder of Common Stock is entitled to one vote for each share of Common Stock standing in such holder's name on the records of the Corporation on each matter submitted to a vote of the stockholders, except as otherwise required by law.

The Preferred Stock may be issued from time to time in one or more series pursuant to a resolution or resolutions providing for such issue duly adopted by the Board of Directors (authority to do so being hereby expressly vested in the Board). The Board of Directors is further authorized to determine or alter the rights, preferences, privileges and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock and to fix the number of shares of any series of Preferred Stock and the designation of any such series of Preferred Stock. The Board of Directors, within the limits and restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any series, may increase or decrease (but not below the number of shares in any such series then outstanding) the number of shares of any series subsequent to the issue of shares of that series.

ARTICLE V. BOARD OF DIRECTORS

(a) Number. The number of directors constituting the entire Board shall be as fixed from time to time by vote of a majority of the entire Board, provided, however, that the number of directors shall not be reduced so as to shorten the term of any director at the time in office.

ARTICLE VI. BYLAWS

In furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation.

ARTICLE VII. LIABILITY

To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or its stockholders for or with respect to any acts or omissions in the performance of his or her duties as a director of the Corporation. Any amendment or repeal of this Article VII will not eliminate or reduce the affect of any right or protection of a director of the Corporation existing immediately prior to such amendment or repeal.

ARTICLE VIII. STOCKHOLDER MEETINGS

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board or in the Bylaws of the Corporation.

ARTICLE IX. AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

I, THE UNDERSIGNED, being the Secretary of SPI Worldwide, Inc. pursuant to the General Corporation law of the State of Delaware, do make this certificate, hereby declaring and certifying, under penalties of perjury, that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 11th day of June 2008.

/s/ Jeremy Stobie
Jeremy Stobie, Secretary

Attached as Exhibit XIX B

BYLAWS

OF

HIRE INTERNATIONAL, INC.

Adopted by Resolution on June 12, 2008

BYLAWS
OF

ARTICLE 1)

Shareholders

Section a). Annual Meetings. An annual meeting of shareholders shall be held for the election of directors on such date, and at such time and place as the Board of Directors may, from time to time, determine. Any other proper business may be transacted at an annual meeting. If the annual meeting is not held on the date designated, it may be held as soon thereafter as convenient and shall be called the annual meeting.

Section b). Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by the General Corporation Law of the State of Delaware, may be called by the President or the Board of Directors. The shareholders do not have the authority to call a special meeting of the shareholders.

Section c). Shareholder Proposals/Nominees.

a. *Shareholder Proposals.* Shareholders seeking to place shareholder proposals on the agenda for a shareholders' meeting must (i) notify the Corporation of such proposal not less than 30 nor more than 60 days prior to the date of the meeting; provided, however, that if the Corporation provides shareholders with less than 40 days advance notice of the date of the meeting, the shareholder notice must be given no later than the close of business on the 10th day following the day the Corporation's notice was mailed or publicly disclosed. Such notice must provide the Corporation with adequate information regarding the proposal.

b. *Shareholder Director Nominees.* Shareholders director nominations must (i) be in writing and contain adequate information about the nominee; and (ii) be received by the

secretary of the Corporation not less than 30 nor more than 60 days prior to the date of the meeting at which Directors will be elected; provided, however, that if the Corporation provides shareholders with less than 40 days advance notice of the date of the meeting, the shareholder notice must be given no later than the close of business on the 10th day following the day the Corporation's notice was mailed or publicly disclosed.

Section d). Notice of Meetings. Whenever shareholders are required or permitted to take any action at a meeting, a written notice of the meeting will be given that states the place, date and hour of the meeting, and in the case of a special meeting, the purpose(s) for which the meeting is called. Unless otherwise provided by law, the Certificate of Incorporation or these Bylaws, the written notice of any meeting will be given not less than ten nor more than sixty days before the date of the meeting to each shareholder entitled to vote at such meeting. If mailed, such notice will be deemed to be given when deposited in the United States mail, postage prepaid, directed to the shareholder at his or her address as it appears in the records of the Corporation.

Section e). Waiver of Notice. A shareholder may waive notice of any meeting; provided that a shareholder's attendance at a meeting shall constitute waiver of notice of such meeting, except when the shareholder attends a meeting for the express purpose of objecting to the transaction of any business to be transacted at the meeting, and not for the purpose of objecting to the purpose of the meeting.

Section f). Adjournments. Any meeting of shareholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, pursuant to Section 1.3, notice of the adjourned meeting will be given to each shareholder of record entitled to vote at the meeting.

Section g). Record Date.

i) *Determination of Record Date.* For purposes of determining the number and identity of shareholders for any purpose, the Board of Directors may fix a date in advance as the record date for any such determination of shareholders, provided that the record date may not precede the date of the resolution fixing the record date. The record date may not be more than sixty days prior to the date that the particular action requiring the determination of shareholders is to occur. If to determine the shareholders entitled to notice of, or to vote at, a meeting of shareholders, the record date may not be fewer than ten days prior to the meeting. The record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of shareholders of record entitled to notice of, or to vote at, a meeting of shareholders will apply to any adjournment of the meeting; provided that the Board of Directors may fix a new record date for the adjourned meeting.

ii) *Failure to Fix Record Date.* If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice or to vote, or to receive payment of a dividend, the date on which the notice is mailed or the Board of Directors resolution declaring the dividend is adopted, as the case may be, will be the record date for such determination of shareholders.

Section h) List of Shareholders Entitled to Vote. At least ten days before each meeting of shareholders, the officer or agent charged with overseeing the stock transfer books of the Corporation will compile a complete list of the shareholders entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each. Such list will be kept on file at the Corporation's principal office for the ten days before the meeting and will be subject to the inspection of any shareholder during that ten day period during normal business hours for any purpose related to the meeting and during the meeting.

Section i). Quorum. Except as otherwise provided by law, the Certificate of Incorporation, or these Bylaws, a majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, will constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at the meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. If a quorum is present or represented at such adjourned meeting, any business may be transacted that

might have been transacted at the meeting as originally notified. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

Section j). Voting.

i) *One Vote Per Share.* Unless otherwise provided by the Certificate of Incorporation (or action of the Board of Directors as provided therein) or these Bylaws, each outstanding share entitled to vote will be entitled to one vote on each matter submitted to a vote at a meeting of shareholders.

ii) *Required Vote.* Article VIII of the Certificate of Incorporation provides for super-majority voting in certain circumstances. Except as set forth therein, or as provided in the General Corporation Law of the State of Delaware, a majority vote of those shares present and voting at a duly organized meeting will suffice to defeat or enact any proposal; provided that with respect to votes to elect directors, a plurality of the votes cast will be sufficient to elect.

iii) *Shares Held By Other Than the Record Owner.* Shares held by an administrator, executor, guardian or conservator may be voted by him or her, in person or by proxy, without the transfer of such shares into his or her name. Shares held in the name of a trustee may be voted by him or her, in person or by proxy, only if the shares are transferred into the trustee's name. Shares held in the name of, by or under the control of a receiver may be voted by the receiver without transferring the shares into the receiver's name if authority to do so is evidenced in an order from the court that appointed the receiver. A shareholder whose shares are pledged shall be entitled to vote his or her shares until the shares are transferred into the name of the pledgee, and thereafter, the pledgee will be entitled to vote the shares so transferred. Shares belonging to the Corporation or held by it in a fiduciary capacity may not be voted, directly or indirectly, at any meeting, and will not be counted in determining the total number of outstanding shares at any given time.

Section k). Proxies.

i) *General.* At all meetings of shareholders, a shareholder may vote by proxy. Proxies must be written, signed by the shareholder or by his or her duly authorized attorney-in-fact, and filed with the Secretary of the Corporation before or at the time of a meeting where a proxy is granted. No proxy is valid after six months from the date of its execution, unless otherwise provided in the proxy or coupled with an interest.

ii) *Irrevocable Proxies.* A proxy may be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power.

iii) *Revocation of a Proxy.* A shareholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or by delivering a proxy in accordance with applicable law bearing a later date to the Secretary of the Corporation.

Section l). Shareholder Action by Written Consent Without a Meeting.

a. *Action.* Any action required to be taken at any annual or special meeting of shareholders of the Corporation, or any action that may be taken at any annual or special meeting of such shareholders may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

b. *Notice.* Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those shareholders who have not consented in writing. If the action which is consented to is such as would have required the filing of a certificate under any Section of the General Corporation Law of Delaware, if such action had been voted on by shareholders at a meeting thereof, then the certificate filed under such Section shall state, in lieu of any statement required by such Section concerning any vote of

shareholders, that written notice and written consent have been given as provided in Section 228 of the General Corporation Law of Delaware.

ARTICLE 2)

Board of Directors

Section a). Number, Qualifications. The Board of Directors shall consist of that number of directors as are set from time to time by the affirmative vote of a majority of the members of the Board of Directors. A director will hold office until his or her successor is elected and qualified. Directors need not be shareholders of the corporation.

Section b). Election; Resignation; Vacancies. The Board of Directors will initially consist of the persons designated by the Incorporator, and each director so elected will hold office until the first annual meeting of shareholders and until his or her successor is elected and qualified. At the first annual meeting of shareholders, the shareholders will elect directors to the Board of Directors. A director may resign at any time on written notice to the Corporation. Any vacancy occurring in the Board of Directors, whether by reason of death, resignation, removal, or an increase in the number of directors, may be filled by the affirmative vote of the majority of the remaining directors, though less than a quorum of the Board of Directors, or by election at an annual meeting or at a special meeting of the shareholders called for that purpose. A director elected to fill a vacancy will be elected for the unexpired term of his predecessor in office.

Section c). Regular Meetings. A regular meeting of the Board of Directors for the election of officers and the transaction of any other business that may properly come before the meeting shall be held immediately after, and at the same place as, each annual meeting of shareholders, if a quorum of directors is then present or as soon thereafter as may be convenient. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine. The Board of Directors may provide, by resolution, the date, time and place for the holding of additional regular meetings without other notice than such resolution.

Section d). Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any director. The person(s) authorized to call special meetings of the Board of Directors may fix any place, within or without the State of Delaware, to hold a special meeting of the Board of Directors. Notice of a special meeting must be given to each director by the person(s) calling the meeting at least two days before the meeting.

Section e). Waiver of Notice. A director may waive notice of any meeting. A director's attendance at a meeting shall constitute waiver of notice of such meeting; provided that, when a director attends a meeting for the express purpose of objecting to the transaction of any business to be transacted at the meeting, the director will not be deemed to have waived notice of such meeting.

Section f). Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of telephonic conference, or similar communications equipment that permits all persons participating in the meeting to hear each other, and participation in a meeting pursuant to this Bylaw will constitute presence at such meeting.

Section g). Quorum. Vote Required for Action. At all meetings of the Board of Directors, a majority of the whole Board of Directors will constitute a quorum for the transaction of business. Unless required by the General Corporation Law of the State of Delaware, the Certificate of Incorporation or these Bylaws, the vote of a majority of the directors present at a meeting at which a quorum is present will be the act of the Board of Directors. If less than a majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. Once a quorum has been established at a duly organized meeting, the Board of Directors may continue to transact corporate business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section h). Payment of Expenses. By resolution of the Board of Directors, directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors. Directors may be paid also either a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. Such payment will not preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section i). Dissent to Corporate Action. A director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she (i) enters his or her dissent in the minutes of the meeting, (ii) files written dissent to such action with the Secretary of the meeting before adjournment, or (iii) expresses such dissent by written notice to the Secretary of the Corporation within one (1) day after the adjournment of the meeting. The right to dissent shall not apply to a director who voted in favor of such action.

Section j). Action by Written Consent. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors sign a written consent with respect to such action. Such consent shall be filed with the minutes of proceedings of the Board of Directors.

ARTICLE 3)

Committees

Section a). Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each to consist of one or more of the directors. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by the General Corporation Law of the State of Delaware and to the extent provided in the resolution of the Board of Directors, will have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it.

Section b). Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules, each committee will conduct its business pursuant to Article II of these Bylaws.

ARTICLE 4)

Officers

Section a). Officers. The officers of the Corporation may be a President, Vice President, Secretary, and Treasurer. Other officers and assistant officers may be authorized and elected or appointed by the Board of Directors. An individual is permitted to hold more than one office.

Section b). Election. The officers of the Corporation will be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers is not held at such meeting, it will be held as soon thereafter as convenient. Each officer will hold office until his or her successor is duly elected and qualified, or until his or her death, resignation or removal.

Section c). Removal. Any officer, elected or appointed, may be removed by the Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section d). Vacancy. A vacancy in any office for any reason may be filled by majority vote of the Board of Directors, and any officer so elected will serve for the unexpired portion of the term of such office.

Section e). President. The President presides at all meetings of the Board of Directors and of shareholders and has general charge and control over the affairs of the Corporation subject to the Board of Directors. The President signs or countersigns all certificates, contracts and other instruments of the Corporation as authorized by the Board of Directors and performs such other duties incident to the office or required by the Board of Directors.

Section f). Vice President. The Vice President exercises the functions of the President in the President's absence, and has such powers and duties as may be assigned to him or her from time to time by the Board of Directors.

Section g). Secretary. The Secretary issues all required notices for meetings of the Board of Directors and of the shareholders, keeps a record of the minutes of the proceedings of the meetings of the Board of Directors and of the shareholders, has charge of the Corporate Seal and the corporate books, and makes such reports and performs such other duties as are incident to the office or required by the Board of Directors.

Section h). Treasurer. The Treasurer has custody of all monies and securities of the Corporation, keeps regular books of account, disburses the funds of the Corporation, renders account to the Board of Directors of all transactions made on behalf of the Corporation and of the financial condition of the Corporation from time to time as the Board requires, and performs all duties incident to the office or properly required by the Board of Directors.

Section i). Additional Officers. The Corporation may have such additional officers as the Board of Directors deems necessary or appropriate including, without limitation, a Chairman of the Board, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers. Each such officer shall perform those duties as determined or assigned by the Board of Directors.

Section j). Salaries. The salaries of all officers will be fixed by the Board of Directors, and may be changed from time to time by a majority vote of the Board of Directors.

ARTICLE 5)

Certificate of Shares

Section a). Certificates. The Corporation may issue certificates representing shares of the Corporation, which will be in the form determined by the Board of Directors, and will be signed by the President of the Corporation or any other officers permitted by law, certifying the number of shares owned by him or her in the Corporation. Any of or all the signatures on the certificate may be a facsimile. If any officer, transfer agent or registrar who has signed, or whose facsimile signature has been placed upon, a certificate ceases to hold that position before the certificate is issued, it may be issued by the Corporation with the same effect as if the officer, transfer agent or registrar continued to hold that position at the date of issue.

Section b). Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. If a certificate is lost, stolen or destroyed, a new one may be issued on such terms and indemnity to the Corporation as the Board of Directors may prescribe.

ARTICLE 6)

Indemnification of Directors and Officers

Section a). Directors.

i) *Right to Indemnification Insurance.* Every person who was or is a party to, 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 she, or a person of whom he is the legal representative, is or was a director or officer, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, or as its representative in another enterprise (an "Indemnitee"), shall be indemnified and held harmless by the Corporation to the fullest extent legally permissible under the laws of the State of Delaware against all judgments, fines, penalties, excise taxes, amounts paid in settlement and costs, charges and expenses (including attorneys' fees and disbursements) actually and reasonably incurred or suffered by him or her in connection therewith, subject to the standards of conduct, the procedures, and other applicable provisions of the General Corporation Law of the State of Delaware. Such right of indemnification is a contract right which may be enforced in any manner desired by such person. The Corporation may purchase and maintain insurance on behalf of an Indemnitee against any liability arising out of such status, whether or not the corporation would have the power to indemnify such person.

ii) *Inurement.* The right to indemnification shall inure whether or not the claim asserted is based on matters that predate the adoption of this Article VI, will continue as to an Indemnitee who has ceased to hold the position by virtue of which he or she was entitled to indemnification, and will inure to the benefit of his or her heirs and personal representatives.

iii) *Non-exclusivity of Rights.* The right to indemnification and to the advancement of expenses conferred by this Section 6.1 are not exclusive of any other rights that an Indemnitee may have or acquire under any statute, bylaw, agreement, vote of shareholders or disinterested directors, this Certificate of Incorporation or otherwise.

iv) *Advancement of Expenses.* The Corporation shall, from time to time, reimburse or advance to any Indemnitee the funds necessary for payment of expenses, including attorneys' fees and disbursements, incurred in connection with defending any proceeding for which he or she is indemnified by the Corporation, in advance of the final disposition of such proceeding; provided that, if then required by the General Corporation Law of the State of Delaware, the expenses incurred by or on behalf of an Indemnitee may be paid in advance of the final disposition of a proceedings only upon receipt by the Corporation of an undertaking by or on behalf of such Indemnitee to repay any such amount so advanced if it is ultimately determined by a final and unappealable judicial decision that the Indemnitee is not entitled to be indemnified for such expenses.

Section b). Officers, Employees and Agents. The Board of Directors may, on behalf of the Corporation, grant indemnification to any officer, employee, agent or other individual to such extent and in such manner as the Board of Directors in its sole discretion may from time to time and at any time determine, in accordance with the General Corporation Law of the State of Delaware.

ARTICLE 7)

General Provisions

Section a). Fiscal Year. The fiscal year of the Corporation will be fixed by the Board of Directors.

Section b). Amendments. These Bylaws may be amended or repealed or new Bylaws may be adopted (i) at any regular or special meeting of shareholders at which a quorum is present or represented, by the vote of the holders of a majority of the shares entitled to vote in the election of any directors, provided notice of the proposed alteration, amendment or repeal is contained in the notice of such meeting; or (ii) by affirmative vote of a majority of the Board of Directors at any regular or special meeting thereof.

Section c). Books and Records; Examination. Any records maintained by the corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or be in any form of information storage, provided that the records can be converted into clearly legible form within a reasonable time. The books and records of the Corporation may be kept outside of the State of Delaware. Except as may otherwise be provided by the General Corporation Law of the State of Delaware, the Board of Directors will have the power to determine from time to time whether and to what extent and at what times and places and under what conditions any of the accounts, records and books of the Corporation are to be open to the inspection of any shareholder.

Section d). Dividends. Subject to the provisions, if any, of the General Corporation Law of Delaware and the Certificate of Incorporation, dividends on the capital shares of the Corporation may be declared by the Board of Directors at any regular or special meeting. Dividends may be paid in cash, in property or in shares of the capital stock. Before payment of any dividend, the Board of Directors may set aside out of any funds of the Corporation available for dividends such reserves for any purpose that the directors will think conducive to the interests of the Corporation.

Section e). Seal. The Corporation may or may not have a corporate seal, as may from time to time be determined by resolution of the Board of Directors. If a corporate seal is adopted, it will have inscribed thereon the name of the corporation and the words "Corporate Seal" and "Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced or by causing the word {SEAL}, in brackets, to appear where the seal is required to be impressed or affixed.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "TALENT ALLIANCE, INC.", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF SEPTEMBER, A.D. 2009, AT 11:30 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

0770752 8100

090849105

You may verify this certificate online at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7525185

DATE: 09-14-09

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:30 AM 09/11/2009
FILED 11:30 AM 09/11/2009
SRV 090849105 - 0770752 FILE

RESTATED CERTIFICATE OF INCORPORATION

Talent Alliance, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. Talent Alliance, Inc. was originally incorporated under the name of Optical Dynamics, Inc. on March 12, 1971. Optical Dynamics, Inc. changed its name to Hydro Optics, Inc. and the Amended Certificate of Incorporation of the corporation was filed with the Secretary of State of Delaware on June 7, 1971. Hydro Optics, Inc. changed its name to Westward Films, Inc. on April 18, 2006. Westward Films, Inc. changed its name to NexiaSoft, Inc. on May 9, 2006. NexiaSoft, Inc. changed its name to SPI Worldwide, Inc. on February 29, 2008. SPI Worldwide, Inc changed its name to Talent Alliance, Inc. on June 11, 2008.
2. Pursuant to Section 242 and 245 of the General Corporation Law of the State of Delaware, this Restated Certificate of Incorporation restates and integrates and further amends the provisions of the Certificate of Incorporation of this corporation.
3. The text of the Restated Certificate of Incorporation as heretofore amended or supplemented is hereby restated and further amended to read in its entirety as follows:

CERTIFICATE OF INCORPORATION OF TALENT ALLIANCE, INC.

ARTICLE I. NAME

The name of the corporation is TALENT ALLIANCE, INC. (the "Corporation").

ARTICLE II. REGISTERED OFFICE

The address of the Corporation's registered office in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, in the County of New Castle, in the State of Delaware. The name of the registered agent at such address is Corporation Trust Company.

ARTICLE III. PURPOSE

The purpose or purposes of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV. CAPITAL STOCK

The Corporation is authorized to issue two classes of shares to be designated, respectively, "Preferred Stock" and "Common Stock." The number of shares of Preferred Stock authorized to be issued is Thirty Million (30,000,000). The number of shares of Common Stock authorized to be issued is Five Hundred Million (500,000,000). The Preferred Stock and the Common Stock shall each have a par value of \$0.001 per share.

Each holder of Common Stock is entitled to one vote for each share of Common Stock standing in such holder's name on the records of the Corporation on each matter submitted to a vote of the stockholders, except as otherwise required by law.

The Preferred Stock may be issued from time to time in one or more series pursuant to a resolution or resolutions providing for such issue duly adopted by the Board of Directors (authority to do so being hereby expressly vested in the Board). The Board of Directors is further authorized to determine or alter the rights, preferences, privileges and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock and to fix the number of shares of any series of Preferred Stock and the designation of any such series of Preferred Stock. Issued preferred stock shall have a voting preference of 100 votes for every preferred share. The Board of Directors, within the limits and restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any series, may increase or decrease (but not below the number of shares in any such series then outstanding) the number of shares of any series subsequent to the issue of shares of that series.

ARTICLE V. BOARD OF DIRECTORS

(a) Number. The number of directors constituting the entire Board shall be as fixed from time to time by vote of a majority of the entire Board, provided, however, that the number of directors shall not be reduced so as to shorten the term of any director at the time in office.

ARTICLE VI. BYLAWS

In furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation.

ARTICLE VII. LIABILITY

To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or its stockholders for or with respect to any acts or omissions in the performance of his or her duties as a director of the Corporation. Any amendment or repeal of this Article VII will not eliminate or reduce the effect of any right or protection of a director of the Corporation existing immediately prior to such amendment or repeal.

ARTICLE VIII. STOCKHOLDER MEETINGS

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board or in the Bylaws of the Corporation.

ARTICLE IX. AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

I, THE UNDERSIGNED, being the Secretary of Talent Alliance, Inc. pursuant to the General Corporation law of the State of Delaware, do make this certificate, hereby declaring and certifying, under penalties of perjury, that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 10th day of September 2009.

/s/ Jeremy Stobie
Jeremy Stobie, Secretary

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "TALENT ALLIANCE, INC.", FILED IN THIS OFFICE ON THE THIRD DAY OF SEPTEMBER, A.D. 2010, AT 9:50 O'CLOCK A.M.

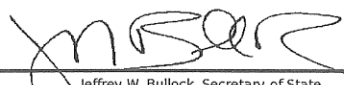
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

0770752 8100

100883234

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8212566

DATE: 09-07-10

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:50 AM 09/03/2010
FILED 09:50 AM 09/03/2010
SRV 100883234 - 0770752 FILE

RESTATED CERTIFICATE OF INCORPORATION

Talent Alliance, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. Talent Alliance, Inc. was originally incorporated under the name of Optical Dynamics, Inc. on March 12, 1971. Optical Dynamics, Inc. changed its name to Hydro Optics, Inc. and the Amended Certificate of Incorporation of the corporation was filed with the Secretary of State of Delaware on June 7, 1971. Hydro Optics, Inc. changed its name to Westward Films, Inc. on April 18, 2006. Westward Films, Inc. changed its name to NexiaSoft, Inc. on May 9, 2006. NexiaSoft, Inc. changed its name to SPI Worldwide, Inc. on February 29, 2008. SPI Worldwide, Inc changed its name to Talent Alliance, Inc. on June 11, 2008.

2. Pursuant to Section 242 and 245 of the General Corporation Law of the State of Delaware, this Restated Certificate of Incorporation restates and integrates and further amends the provisions of the Certificate of Incorporation of this corporation.

3. The text of the Restated Certificate of Incorporation as heretofore amended or supplemented is hereby restated and further amended to read in its entirety as follows:

CERTIFICATE OF INCORPORATION

OF

HIRE INTERNATIONAL, INC.

ARTICLE I. NAME

The name of the corporation is HIRE INTERNATIONAL, INC. (the "Corporation"). The effective date of the name change shall be September 23, 2010.

ARTICLE II. REGISTERED OFFICE

The address of the Corporation's registered office in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, in the County of New Castle, in the State of Delaware. The name of the registered agent at such address is Corporation Trust Company.

ARTICLE III. PURPOSE

The purpose or purposes of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV. CAPITAL STOCK

The Corporation is authorized to issue two classes of shares to be designated, respectively, "Preferred Stock" and "Common Stock." The number of shares of Preferred Stock

authorized to be issued is Fifty Million (50,000,000). The number of shares of Common Stock authorized to be issued is Nine Hundred and Fifty Million (950,000,000). The Preferred Stock and the Common Stock shall each have a par value of \$0.001 per share.

Each holder of Common Stock is entitled to one vote for each share of Common Stock standing in such holder's name on the records of the Corporation on each matter submitted to a vote of the stockholders, except as otherwise required by law.

The Preferred Stock may be issued from time to time in one or more series pursuant to a resolution or resolutions providing for such issue duly adopted by the Board of Directors (authority to do so being hereby expressly vested in the Board). The Board of Directors is further authorized to determine or alter the rights, preferences, privileges and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock and to fix the number of shares of any series of Preferred Stock and the designation of any such series of Preferred Stock. Issued preferred stock shall have a voting preference of 100 votes for every preferred share. The Board of Directors, within the limits and restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any series, may increase or decrease (but not below the number of shares in any such series then outstanding) the number of shares of any series subsequent to the issue of shares of that series.

ARTICLE V. BOARD OF DIRECTORS

(a) Number. The number of directors constituting the entire Board shall be as fixed from time to time by vote of a majority of the entire Board, provided, however, that the number of directors shall not be reduced so as to shorten the term of any director at the time in office.

ARTICLE VI. BYLAWS

In furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation.

ARTICLE VII. LIABILITY

To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or its stockholders for or with respect to any acts or omissions in the performance of his or her duties as a director of the Corporation. Any amendment or repeal of this Article VII will not eliminate or reduce the affect of any right or protection of a director of the Corporation existing immediately prior to such amendment or repeal.

ARTICLE VIII. STOCKHOLDER MEETINGS

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board or in the Bylaws of the Corporation.

ARTICLE IX. AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

I, THE UNDERSIGNED, being the Secretary of Talent Alliance, Inc. pursuant to the General Corporation law of the State of Delaware, do make this certificate, hereby declaring and certifying, under penalties of perjury, that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 1st day of September 2010.



Jeremy Stobie, Secretary

State of Texas
County of Travis

Sworn to and subscribed before me on this the 1st day of September, 2010, by Jeremy Stobie.

(Personalized Seal)



Notary Public's Signature